

AGREEMENT

between



FLINT AREA ASSOCIATION OF SHEET METAL CONTRACTORS

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and the



INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL AND TRANSPORTATION WORKERS LOCAL UNION NO. 7 - ZONE 4

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COVERING:

Genesee, Shiawassee and Lapeer

Counties of Michigan

May 1, 2022 – April 30, 2026

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STANDARD FORM OF UNION AGREEMENT
A-08-11
SHEET METAL, ROOFING, VENTILATING AND AIR
CONDITIONING
CONTRACTING DIVISIONS OF THE CONSTRUCTION
INDUSTRY

Employers signatory to this Agreement must comply with the following: 1. Be licensed as required by the State, County and or Municipal ordinance. 2. Own or rent a permanently established shop with an address not a P.O. Box. 3. Maintain Workers Compensation Insurance covering all employees covered by this Agreement.

Agreement entered into the first day of May, 2022 by and between the FLINT AREA ASSOCIATION OF SHEET METAL CONTRACTORS, and each business establishment individually, whether represented by a contractor association or not, hereinafter referred to as the Employer, and Local Union No.7, Zone 4 (Flint) of the International Association of Sheet Metal, Air, Rail and Transportation Workers, hereinafter referred to as the Union for Genesee, Shiawassee and Lapeer counties.

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

(ADDENDUM VIII)

(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.

ARTICLE V

(Union Membership Requirement)

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

SECTION 2. The Union may request recognition as the exclusive collective bargaining agent for all employees employed by the Employer in the classifications and geographic jurisdiction covered by this Agreement, whether or not they are members of the Union. In determining whether the union has the support of a majority of the Employer's employees, such showing may be based upon either a majority of those employed at the time such recognition is requested, or, a majority of those eligible to vote under the National Labor Relations Board's Steiny-Daniel formula. No later than 10 days following the Union's request, the Employer shall review employee's authorization cards submitted by the Union in support of its claim to represent and have the support of a majority of such employees. If a majority of the employees has designated the Union as their exclusive collective bargaining representative, the Employer will recognize the Union as such majority representative of all employees in the classifications and geographic jurisdiction covered by this Agreement. The Employer shall not file or cause the filing of a petition for election or unfair labor practice charge with the National Labor Relations Board in connection with any demands for recognition provided for here. Article X of this Agreement shall be the sole and exclusive means of resolving any dispute concerning this provision.

SECTION 3. If during the term of this Agreement the Labor-Management Relations Act of 1947 shall be amended by Congress in such manner as to reduce the time within which an employee may be required to acquire union

membership, such reduced time limit shall become immediately effective instead of and without regard to the time limit specified in Section 1 of this Article.

SECTION 4. The provisions of this Article shall be deemed to be of no force and effect in any state to the extent to which the making or enforcement of such provision is contrary to law. In any state where the making and enforcement of such provision is lawful only after compliance with certain conditions precedent, this Article shall be deemed to take effect as to involved employees immediately upon compliance with such conditions.

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

**ARTICLE VI
(ADDENDUM I)
(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.

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 1, Section 4.)

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 I, Sections 2 and 3)

**ARTICLE VII
(ADDENDUM II)**

(Transportation, Free Zone, Etc.)

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

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

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

**ARTICLE VIII
(ADDENDUM III)**

(Wages, Benefits, Trust Agreements)

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

SECTION 2. On all work specified in Article I of this Agreement, fabricated and/or assembled by journeymen, apprentices, preapprentices 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
12. Angle rings

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

SECTION 5. Except as provided in Sections 2 and 6 of this Article, the Employer agrees that journeymen, preapprentice 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 I 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 Care Plan Trust Fund to transmit Health Care Plan

contributions made on behalf of the employee to the Health Care Plan Trust Fund in the employee's home local union.

The parties to this Agreement agree to establish a system for continuing Health Care Plan coverage for employees working temporarily outside the jurisdiction of the local collective bargaining agreement when Health Care Plan 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 by cash or check in the shop or on the job at or before quitting time on Wednesday or Friday 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. (See Addendum III, Section 15)

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 -1219, or for the purpose of transmittal, through Flint Area Sheet Metal Industry Fund.

(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 Flint Area Sheet Metal Industry Fund the hourly contribution rate established by the trustees of such local industry fund. The trustees of the local industry fund shall notify the local union of any changes to the established contribution rate prior to such change becoming effective. The Employer shall contribute said amount for each hour worked on and after the effective date of this Agreement by each employee of the Employer covered by this Agreement. Payment shall be made monthly on or before the 20th day of the succeeding month.

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

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

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

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

SECTION 15. Effective as of the date of this Agreement the Employers shall contribute to the International Training Institute (ITI) for the Sheet Metal and Air Conditioning Industry the hourly contribution rate established by the ITI Trustees such amount shall be contributed for each hour worked by each employee of the Employer covered by this Agreement. In the event that such hourly contribution rate is changed during the term of this Agreement, such change shall become effective during the next anniversary date of this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the ITI, or for purposes of collection and transmittal electronically or through Benesys, Inc.; 700 Tower Drive, Ste 300; Troy, MI 48098-2803.

Effective as of the date of this Agreement the Employers shall contribute to the National Energy Management Institute Committee (NEMIC), the hourly contribution rate established by the NEMIC Trustees. Such amount shall be contributed for each hour worked by each employee of the Employer covered by this Agreement. In the event that such hourly contribution rate is changed during the term of this Agreement, such change shall become effective during the next anniversary date of this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the NEMIC, or for purposes of collection and transmittal electronically or through Benesys, Inc.; 700 Tower Drive, Ste 300; Troy, MI 48098-2803.

Effective as of the date of this Agreement the Employers shall contribute to the Sheet Metal Occupational Health Institute Trust (Institute) the hourly contribution rate established by the Institute's Trustees. Such amount shall be contributed for each hour worked by each employee of the Employer covered by this Agreement until the Institute Trustees determine that the Trust is financially self-sufficient. In the event that such hourly contribution rate is changed during the term of this Agreement, such change shall become effective during the next anniversary date of this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the Institute, or for purposes of collection and transmittal.

electronically or through Benesys, Inc.; 700 Tower Drive, Ste 300; Troy, MI 48098-2803

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

The parties agree to be bound by, and act in accordance with, the respective Plan Documents, Agreements and Declarations of Trusts and/or Trust Documents establishing or governing the International Training Institute for the Sheet Metal and Air Conditioning Industry, the National Energy Management Institute Committee, the Sheet Metal Occupational Health Institute Trust, and the Industry Fund of the United States and to the extent that this Agreement requires contributions to the following funds, the Sheet Metal Workers; National Pension Fund, National Stabilization Agreement of the Sheet Metal Industry Trust Fund, Sheet Metal Workers; National Health Fund, The International Association of Sheet Metal, Air, Rail and Transportation Workers Scholarship Fund, Sheet Metal Workers' National Supplemental Savings Plan (collectively, "National Funds"), as applicable and the separate agreements and declarations of trusts of all other local or national programs and benefit plans to which it has been agreed that contributions will be made. In addition, the parties agree to be bound by any amendments to said trust or plan documents as may be made from time to time and hereby designate as their representatives on the Board of Trustees such trustees as are named together with any successors who may be appointed pursuant to said documents.

SECTION 16. In the event that the Employer becomes delinquent in making contributions to any national or local Fund, the Union may withdraw all employees from the service of the Employer within 72 hours / 3 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 12 consecutive months.

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

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

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

The parties agree further that the schedule described above will become part of this agreement, and will be incorporated by reference herein, on the date the schedule is adopted or is deemed to have been adopted automatically in accordance with the terms above. The parties will not take any action or actions inconsistent with the NPF's Rehabilitation Plan or Funding Improvement Plan of which the schedules are a part, as modified or amended from time-to-time.

**ARTICLE IX
ADDENDUM IV)**

(Personal Tools & 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.

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.

**ARTICLE X
(ADDENDUM XXII)
(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 International Association of Sheet Metal, Air, Rail and Transportation Workers and the Sheet Metal and Air Conditioning Contractors' National Association, Inc. to establish a method for resolving grievances permitting appeals for out-of-area Employers from the grievance arbitration procedures established for the territory in which work is performed. An Employer who was not a party to the Labor Agreement of the area in which the work in dispute is performed may appeal the decision of the Local Joint Adjustment Board from that area, including a unanimous decision, as well as a decision of any alternative arbitration tribunal established for that area, and request a Panel hearing as set forth in Section 3 of this Article, providing such appeal is approved by the Co-Chairmen of the National Joint Adjustment Board.

Such a right of appeal shall exist despite any contrary provision in the agreement covering the area in which the work is performed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XI
(ADDENDUM IX)
(Apprentices)

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

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

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

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

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

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

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

First year	— First half 40%	- Second half 45%
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 IX)

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.

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
(ADDENDUM XXVIII)
(Training & Drug Testing)

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

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

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

ARTICLE XIII
(ADDENDUM X)
(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 Care Plan coverage shall be arranged on behalf of the preapprentices by the parties.

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

**ARTICLE XIV
(ADDENDUM XI)
(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.

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 Care Plan 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 XV
(Labor/Management Committee)**

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

**ARTICLE XVI
(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 XVII
(Effective Date)

SECTION 1. This Agreement and Addenda Numbers I through XXVIII attached hereto shall become effective on the 1st day of May, 2022 and remain in full force and effect until the 30th day of April 2026 and shall continue in force from year to year thereafter unless written notice of reopening is given not less than ninety (90) days prior to the expiration date. In the event such notice of reopening is served, this Agreement shall continue in force and effect until conferences relating thereto have been terminated by either party by written notice, provided, however, that, if this Agreement contains Article X, Section 8, it shall continue in full force and effect until modified by order of the National Joint Adjustment Board or until the procedures under Article X, Section 8 have been otherwise completed.

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

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

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

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

ADDENDA TO AGREEMENT

ADDENDUM I (ARTICLE VI)

(Hours, Holidays and Shift Work)

SECTION 1. (a) The regular working day shall consist of eight (8) hours on the job or in the shop, between 8:00 a.m. and 5:00 p.m.

(b) In order to provide better working conditions the regular work day may be changed from eight (8) consecutive hours between the hours of 7:00 a.m. and 5:30 p.m., Monday through Friday, in the field or in the shop by mutual agreement between the Employer and two-thirds (2/3) majority of the employees involved. The Business Representative shall be notified of such work changes.

(c) Once the starting time of a shift is established, overtime conditions will apply to any hours or portion of hours worked outside of that established workday.

(d) 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 7:00 a.m. and 5:30 p.m. The Business Representative shall be notified of such work changes.

(e) All work performed outside the regular working hours during the regular workweek and Saturday shall be at one and one-half (1-1/2) times the regular hourly rate.

(f) For all workers covered under this agreement, work may be performed on Saturday at a minimum of 8 hours straight time as a makeup day due to weather conditions or if the jobsite hours were available but not worked with authorization from the Local #7, Zone 4 Business Agent.

SECTION 2. SHIFT WORK – SHOP FABRICATION (a) Shifts may be established for work after the regular working day for shop fabrication, Monday through Friday only, provided that a minimum of five (5) consecutive eight (8) hour regular working days will be used. The Business Representative shall be notified when a second shift is being established.

(b) Any employee called in and not put to work will be paid a minimum of four (4) hours' pay at shift rate.

(c) The rate of pay shall be the regular base wage plus twelve and one-half percent (12-1/2%) and all applicable fringes, for the first eight (8) hours. Overtime hours shall be compensated as stated in Section 1 (e) of this Addendum.

(d) No employee shall be permitted or required to work more than one shift per day at shift rate.

SECTION 3. FIELD SHIFT WORK – EXISTING BUILDINGS (a.) Field shift work may be established any time after the regular working shift on Monday through Friday, provided that a minimum of two (2) consecutive eight (8) hour regular working days will be used. The Contractor will consult the Business Manager before a second shift can be established.

(b) Any employee called in and not put to work shall be paid four (4) hours' pay at the established shift rate.

(c) The rate of pay for such field shift work shall be the regular base wage plus twenty-five percent (25%) and all applicable fringes, for the first eight (8) hours. Overtime hours shall be compensated as stated in Section 1 (e) of this Addendum.

(d) No employee shall be permitted or required to work more than one (1) shift per day at shift rate.

SECTION 4. HOLIDAYS – The following six (6) holidays shall constitute legal holidays within this Agreement:

- | | |
|-------------------|---------------------|
| 1. New Year's Day | 4. Labor Day |
| 2. Memorial Day | 5. Thanksgiving Day |
| 3. Fourth of July | 6. Christmas Day |

If a holiday falls on a Sunday, the following Monday will also be observed as a holiday. Saturdays and Sundays shall be considered as holidays and any work performed on such days shall be paid for at two (2) times the base rate (double-time), except as agreed to in Addendum I, Section 1 (e).

**ADDENDUM II
(ARTICLE VII)**

(Mileage Allowance and Expense Money)

SECTION 1. TRAVEL –(a) There shall be a 35 mile free zone around the shop or I-69 and I-475 intersect. Beyond that free zone, mileage will be paid at the applicable IRS rate, rounded to the nearest whole cent allowance per mile as follows, for each mile beyond the thirty five (35) mile limit, going and returning. After 100 miles, \$30.00 per day plus reasonable documented expenses. The counties of Genesee, Lapeer and Shiawassee will be considered free zones, and no mileage will be paid. No mileage is to be paid when riding or driving in a company vehicle.

(b) When a company vehicle is furnished for transportation from the employee's home, the employee's time shall start when they arrive at the job site. If required to pick up material for the job, their time starts when they arrive at the shop or supply house. Time ends when they leave the job site. Each employee traveling in a company vehicle more than 50 miles beyond the jurisdiction of Local 7, Zone 4, will be paid a stipend of \$40.00 per day for each additional fifty (50) miles thereafter. The above language does not apply to service technicians.

(c) All miles will be Map-Quest miles of the shortest route.

**ADDENDUM III
(ARTICLE VIII)**

(Wages, Fringes, Fund Payments)

SECTION I. Breakdown of wage package

	<u>5/1/22</u>	<u>5/1/23</u>	<u>5/1/24</u>	<u>5/1/25</u>
Base Rate	\$35.19	\$1.55	\$1.50	\$1.45
Vacation/Savings(deduct)	-1.00	To	To	To
YtoY/MSBT (deduct)*	-0.59	Be	Be	Be
WkAssessment(deduct)**	-1.17	Determined	Determined	Determined
Per Capita (deduct) ***	-0.17			

Health Care Plan	8.73
Local Pension	13.46
401 H	0.45
Local Training JATC	0.70
ITI, SMOHIT,NEMI****	0.17
Industry Fund	0.44
Total Package	\$59.14

*Miscellaneous and Work Assessment deducts from base wage pay as indicated on Employee Referral Slip and agreed to by the individual employee's signature. Deduction may include any and all of the following items: Work Assessment (2% of the total package, minus industry fund, to be based on all hours worked), Youth to Youth Fund, and Michigan State Building Trades (to be based on hours worked up to a maximum of 40 hours per week.).

SASMI - During the life of the contract, the membership will be allowed one vote to rejoin SASMI or start a sub-fund. Monies required to come out of package. In the event that the membership votes to start a sub-fund, monies for the fund will be treated as a dues deduction and the fund shall be established and administered solely by SMART Local 7.

ALL OWNER MEMBERS, as defined by the International Association of Sheet Metal, Air, Rail and Transportation Workers-Constitution and Ritual, shall be required to pay into the Sheet Metal Workers Fringe Benefit Funds based on a 40 hour week, 52 weeks per year.

SECTION 2. PREMIUM RATE -- Premium rate shall apply to the base wage and vacation on all overtime and shift work.

SECTION 3. VACATION SAVINGS -- The scheduled vacation allowance shall constitute a part of and be added to the employee's gross wages for the purpose of reporting all payroll withholding, such as income taxes, social security, unemployment insurance, etc., but the contribution shall be withheld from the employee's paycheck and transmitted monthly by the Employer to such bank or other depository as designated by the Vacation and Holiday Savings Committee. The funds so transmitted shall be considered the property of the individual employees, and the Employer shall be of no obligation or responsibility for said funds after making such transmittal. Contributions shall be paid to the depository on or before the 10th of the following month for which the contribution is due. Paid on all hours worked.

SECTION 4. HEALTH CARE PLAN AND PENSION FUND -- The Employer agrees to contribute monthly to the Health Care Plan and Pension Funds in the amount set forth in Section 1 of this Addendum for all hours worked by employees covered by this Agreement whether or not they are members of Local 7, Zone 4 (Flint). Contributions shall be paid to the depository on or before the 10th of the following month for which the contribution is due.

SECTION 5. INTERNATIONAL TRAINING INSTITUTE -- The Employer agrees to contribute monthly to the International Training Institute in the amount set forth in Section 1 of this Addendum for all hours worked by all employees covered by this Agreement whether or not they are members of Local 7, Zone 4 (Flint). Contributions shall be paid to the depository on or before the 10th day of the following month for which the contribution is due.

SECTION 6. LOCAL APPRENTICE FUND – The Employer agrees to contribute monthly to the Local Journeyman and Apprentice Fund in the amount set forth in Section 1 of this Addendum for all hours worked by all employees covered by this Agreement whether or not they are members of Local 7 Zone 4 (Flint). Contributions shall be paid to the depository on or before the 10th of the following month for which the contribution is due.

SECTION 7. INDUSTRY FUND – The Employer agrees to contribute monthly to the Industry Fund in the amount set forth in Section 1, for each hour worked by all employees covered by this Agreement. Said amount shall include the amounts due the National Fund (SMACNIFUS) and shall be paid to the depository on or before the 10th of the following month for which the contribution is due.

SECTION 8. PAYMENT OF FUNDS - The Employer shall file with the depository designated by the Trustees on or before the due date of the monthly contribution, a complete report for Local 7, Zone 4 (Flint), covering all hours, names of all employees, periods of work for each employee, and other matters relating thereto. The Trustees of the Funds (or their designated administrators) shall have the right to inspect the payroll records and books of account of the Employer with relation to determining the accuracy of the reports upon their request.

The Employer further agrees that if, as a result of an audit ordered by the Trustees of one of the fringe benefit funds, there is found to be a delinquency or contribution due, the Employer will pay the cost of the audit. This will be in addition to all other costs of collection, late payment assessments, late report filing fees and attorney fees provided hereunder.

The Employer further agrees to pay penalties and post a security bond or deposit a security deposit, if requested, and to abide by all of the terms of the trust agreements establishing said funds, and any amendment, rules, regulations, resolutions of the Trustees or other requirements relating to the funds adopted by the Trustees of the funds.

Any Employer who fails to make prompt and timely payment of the contractual contributions and deductions required hereunder shall be required to pay an additional amount of ten percent (10%) of the amount due for up to thirty (30) days late filing and ten percent (10%) of the amount due each thirty (30) days thereafter (or any part thereof if paid on or before the expiration of a thirty (30) day period). All attorney fees and costs of collection incurred by the Trustees in enforcing the payment of delinquent contributions or late payment assessments shall be charged against such delinquent Employer and collected as an obligation hereunder, in addition to the contributions required and liquidated damages. In the event an Employer shall refuse to allow the Trustees of the Funds (or their representatives) to inspect the records of the Employer to determine the accuracy of their reports or to obtain reports, all attorney fees and costs of collection incurred by the Trustees in enforcing this right shall be paid by the Employer refusing such access.

The above penalty shall be imposed whenever sums due on or before the 10th of a month are not received by the 15th of that month at the Depository designated by the Trustees.

Any Employer who fails to file the monthly report on or before the due date of the monthly contribution shall be required to pay an additional amount of \$100.00 for each thirty (30) days (or any part thereof if filed before the expiration of the thirty (30) days period) that report is late. The Trustees of the Funds shall have the right to waive the penalty for late filing in the event they determine, in their sole discretion, that the late filing was due to reasonable cause.

The Trustees shall establish rules to determine when an employer becomes delinquent. If the Employer fails to make fringe benefit contributions, or to pay wages, or correct overtime rates, in accordance with this Agreement, the Union, after giving the Employer 72 hours notice of such failure or delinquency by registered letter or telegram, shall have the right to take any action it deems necessary, including closing the shop or job to force collection and take such other legal action as the Union may deem necessary. The delinquent Employer may be put on a weekly collection basis if he is allowed to continue employment of Local 7, Zone 4 members.

SECTION 9. COLLECTION OF FUNDS - All contractual contributions and deductions are due and payable on the 10th of each month for the preceding month. If, by the 20th day, benefits are not paid for the preceding month, or there remains due any delinquency for previous months contributions, that Employer being delinquent shall suffer a work stoppage on the job and in the shop, which shall continue until *all* contributions and deductions, including all past due contributions and deductions have been paid. The foregoing work stoppages shall be in addition to all other rights the Trustees of the funds have under the law with respect to collection of funds.

SECTION 10. SURETY BONDS AND SECURITY DEPOSITS

(a) Upon becoming a party to this Agreement the Employer shall deliver to the Administrator, BeneSys, Inc 700 Tower Drive, Suite 300, Troy, MI 49098 and Sheet Metal Workers' Local Union No. 7, Zone 4, G-4070 Dolan Drive, Flint, MI 48504, on behalf of the Trustees of the Sheet Metal Workers' Local 7, Zone 4 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 area of the Collective Bargaining Agreement, the following schedule shall be adhered to:
 - (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 an average of one thousand (1000) hours, the amount of the bond shall be Twenty Thousand (\$20,000.00) Dollars.
 - (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 an average of one thousand (1000), but less than two thousand five hundred (2500) hours, the amount of the bond shall be Fifty Thousand (\$50,000.00) Dollars.

- (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 an average of two thousand five hundred (2500) hours, the amount of the bond shall be One Hundred Thousand (\$100,000.00) Dollars.
- (2) If the Employer's place of business is within the geographical area of the Collective Bargaining Agreement, the following schedule shall be adhered to:
- (i) If an average of not more than one thousand (1000) straight time hours per month was reported during the preceding calendar year, the amount of the bond shall be Ten Thousand (\$10,000.00) Dollars.
 - (ii) If an average of more than one thousand (1000), but less than two thousand five hundred (2500) straight time hours per month was reported during the preceding calendar year, then the amount of the bond shall be Twenty-Five Thousand (\$25,000.00) Dollars.
 - (iii) If an average of more than two thousand five hundred (2500) straight time hours per month were reported during the preceding calendar year, then the amount of the bond shall be Fifty Thousand (\$50,000.00) Dollars.
- (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 fifteen (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.
- (c) In the event any Employer is unable or unwilling to obtain a surety bond, at the time of signing this agreement, the Employer SHALL furnish a cash security deposit in accordance with the following schedule:

Average Number of Employees	Cash Security Deposit Required
1-2	\$6,000.00
3-5	\$10,000.00
6-15	\$15,00.00
16-30	\$20,000.00
31-more	\$30,000.00

- (d) The Cash Security Deposit shall be made within forty-eight (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. 533 Pension Fund and Trustees of the Sheet Metal Workers' Local No. 7, Zone 4 Health Care Plan Fund. The account shall at all times be separate from all other accounts and shall never be commingled with accounts for any other purpose. Nothing herein shall preclude the Employer from substituting a Surety Bond for any Cash Security Deposit made under this section. If the

Employer posts a Cash Security Deposit and subsequently posts a Surety Bond, 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 in the amount set forth above or a Cash Security Deposit in the amount set forth above.

- (e) A copy of the Employers 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: BeneSys, Inc. and the Local Union at the addresses set forth above forty-eight (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 BeneSys, Inc. 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 a 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 Employers weekly pay period. The exact day for submission will be set by the Trustees at the time they waive the bond requirement. In the event that 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 Section 8 of this Agreement. Further, if any benefits and penalties are not paid by the due date, including all previous benefits and penalties that Employer being delinquent shall be subject to a work stoppage on the job and in the shop, which work stoppage may continue until all contributions and penalties, currently due, have been paid in full. 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 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 4 immediately prior to the effective date of this Agreement, and who at that time was current on all fringe benefit contributions for the last 12 months.

- (i) The average number of employees for purposes of this section 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 said payroll.
- (j) The guarantee account shall be a separate account established by the Administrator of the Funds and shall be jointly administered by the Union and Employer Trustees. The Trustees shall be empowered to hear claims against the security deposits or requests for return of the security deposits of the Employer and any decision of the Trustees shall be by majority vote.
- (k) Upon receipt from the Funds Administrator's office of the monthly eligibility reports that such Employer is delinquent in contributions required as set forth in this Agreement, the Fund Administrator shall deduct the delinquencies and appropriate liquidated damages from the cash security deposit posted by the Employer to apply on said delinquency.
- (l) If after payment of said delinquencies there is a balance remaining, said cash balance shall be left on deposit and the Employer shall be required to deposit additional sums of money within seventy-two (72) hours after notification of said levy so that the deposit shall be restored to the amount required in the schedule set forth in paragraph (c).
- (m) The Union shall not be required to furnish employees to any Employer failing to fulfill its obligations under this Section.
- (n) No claim may be asserted or paid from deposits made hereunder for any obligations for any Employer accruing during any period to the effective day of this Agreement.
- (o) Notwithstanding any other provisions of this Article, if an Employer, whose place of business is located within the geographical area of the Collective Bargaining Agreement, has been current on their fringe benefit contributions for the twelve consecutive months before the renewal of the existing bond or the initial bond, no bond shall be required.
- (p) An Employer whose place of business is outside the geographical area of the Collective Bargaining Agreement may petition the Trustees for a waiver of the bond requirements after being current with all fringe benefit contributions twelve consecutive months. No bond shall be required for any out of town contractor who has completed its work within the jurisdiction of the Union, filed all final reports, and has fully paid all funds. Upon entering the area again, a new bond shall be required of the out-of-town contractor.

SECTION 11. (a) LAYOFF - When being laid off, an employee shall be furnished the necessary clearance and tool passes and shall be required to turn in all company owned tools before receiving his check. He shall be paid in full. When an employee is terminated for any reason, he shall be given a termination notice. It shall be the responsibility of the Employer to complete the termination

notice. Failure to comply with these provisions shall require the Employer to pay one (1) additional hour's pay at the applicable rate.

(b) A copy of the notice shall be supplied to the Local Union office within five (5) working days following termination.

(c) The employee shall have the responsibility to request a termination notice.

SECTION 12. SUPERVISION

(a) GENERAL FOREMAN – Each Employer that employs more than twenty-five (25) sheet metal workers shall employ a general foreman who shall be paid at a rate of two dollars and fifty cents (\$2.50) above journeyman's rate.

(b) FOREMAN – Each Employer that employs five (5) or more sheet metal workers on a job shall employ at least one (1) working foreman on that job. Additional foremen shall be designated as required. All foremen shall be paid at a rate of two dollars (\$2.00) above journeyman's rate.

(c) LEADMAN – Nonresidential jobs employing more than two (2) but less than five (5) sheet metal workers shall, in the absence of a foreman, designate one (1) man as a working group leader at \$0.50 per hour above journeyman's rate.

(d) Employers having a permanent place of business within this jurisdiction shall have the full authority and responsibility of appointing supervision. Those employers having their permanent place of business located outside of the jurisdiction of Local 7, Zone 4 (Flint) may send no more than two (2) journeymen from his local jurisdiction, one of which may be a foreman, all other journeymen and supervision must come from the Local 7, Zone 4 (Flint) membership.

SECTION 13. APPRENTICESHIP PAY – The wage scale for apprentices shall be as specified in Addendum IX.

SECTION 14. LABOR-MANAGEMENT MEETINGS – A planned Labor-Management meeting will be held quarterly with the cost to be the responsibility of the Contractor Industry Fund and printing of the new contracts to be paid for by the Flint Area Sheet Metal Industry Fund and be the responsibility of the Local Union for printing.

SECTION 15. PAYMENT OF WAGES – At the Contractor/Employer's option electronic and/or automatic deposit methods for weekly payroll may be utilized including check stub information made possible through electronic means.

ADDENDUM IV

(ARTICLE IX)

(Minimum Hand Tools)

SECTION 1. Before reporting for work, the employee must have the following list of tools. The Employer shall make such tools available for sale to the employee at the Employer's cost.

- (a) Tool box
- (b) 1-Riveting or setting hammer
- (c) 1-Pair left and 1 – pair right aviation snips
- (d) 1-Pair straight snips
(No. 17 or No. 18 Weiss or equal)
- (e) 1 – 6 inch and 1 – 10 inch crescent wrench

- (f) Assorted screwdrivers
- (g) 1 – Scratch awl
- (h) 1 – Center punch
- (i) 1 – Pair pliers
- (j) 2 – Drift pins
- (k) 1 – Tri- square
- (l) 1 – 12 foot tape measure
- (m) Assorted box and end wrenches
- (n) 1 – Hack saw (blades to be furnished by the Employer)
- (o) 2 – Pair vice grips
- (p) 1 – Hand Whitney (No. 5 Jr.) lever punch

SECTION 2. Employee shall be allowed to transport on their personal vehicle tools assigned to him by his Employer such as: Electric drill motor, electric grinder, electric saw, extension cord and any other tools that will fit in an 18" x 12" x 6" tray. For work in the residential field only, he may also transport a three (3) foot stepladder.

**ADDENDUM V
(ARTICLE XII)
(Safety and Health)**

SECTION 1. The Employer shall make reasonable provisions for the safety and health of his employees during the hours of their employment.

(a) Safety glasses, welding hoods, hard hats, and other special safety equipment shall be furnished by the Employer. Welding hoods and other special safety equipment shall be mutually agreed upon by Employer and Union to meet safe working conditions.

(b) It shall be a requirement that safety glasses be worn in all areas where work is being performed.

(c) All employees, both journeymen and apprentices, shall take the first aid training course taught by the American Red Cross or its equivalent and shall continuously carry a valid First Aid Certificate. Each employee has the duty to comply with the safety and health standards and all rules, regulations, and orders issued pursuant to the provisions of the Occupational Safety and Health Act in the performance of their work. A two-man committee consisting of one (1) Employer and one (1) representative of Local 7, Zone 4 (Flint) will administer the First Aid Training Program as outlined in Section 1 of this Addendum.

(d) Exhaust systems shall be installed in the Employer's shop to insure proper removal of smoke and fumes caused by welding and/or other operations, to insure the safety and health of the employee.

SECTION 2. Employees shall furnish and wear safe and appropriate wearing apparel necessary in the performance of their duties as a sheet metal worker.

**ADDENDUM VI
(Job Injuries)**

SECTION 1. Employees shall report all job injuries to the company representative within twenty-four (24) hours excluding Saturdays, Sundays and holidays to facilitate investigation of an injury and reporting of same. It is not the intent of the above to deny reporting of an injury after 24 hours. An employee shall be compensated for the time for emergency treatment, and for subsequent treatment after returning to work. If an injury results in a full day's

loss of time on the day of injury, the employee shall be compensated for the full day. The employee shall verify with his Employer any further doctor's instructions and appointments.

ADDENDUM VII
(Stewards)

SECTION 1. The Business Manager and Business Representative shall appoint a steward at each job site or shop. The Employer shall not prohibit representative of the International Association of Sheet Metal, Air, Rail and Transportation Workers, Local 7, Zone 4 (Flint) from access to any shop or job site at any reasonable time with proper notification.

SECTION 2. The steward shall have the right without loss of pay or benefit to take reasonable and 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. Each shop shall have a chief steward if appointed by the hall.

SECTION 3. (a) The steward shall be employed as long as there is work in the trade at the job site or shop.

(b) The steward shall be the last one laid off, provided he is familiar with work activity.

(c) When a job is completed with no longer need of the steward, the Employer shall notify the Business Representative in advance of his layoff.

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

SECTION 4. 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.

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

SECTION 6. In the event of overtime work, providing the work requires three (3) or more men, the first man on overtime work will be the steward, providing he is capable of doing the work.

SECTION 7. In the event that the steward is temporarily unable to perform his duties, the Business Representative shall appoint a replacement.

SECTION 8. If, in the opinion of the steward, a job is hazardous, refer to Section 4 of this Addendum.

ADDENDUM VIII
(ARTICLE IV)
(Referral Procedure)

It is mutually agreed among the parties hereto that the following conditions govern all referrals of applicants for employment for all positions within the scope of the Agreement between the parties and shall supersede any contrary provisions which may be contained in this Agreement.

SECTION 1. The Union agrees to furnish to the Employer or Employers parties hereto within seventy-two (72) hours excluding Saturday and Sunday, journeymen sheet metal workers and registered apprentices and preapprentices in sufficient numbers as may be required to properly execute the work contracted for by the Employer, in the manner and under the conditions specified in this Addendum.

SECTION 2. The Union shall select and refer applicants for employment without discrimination against applicants by reason of, or in any way affected by, union membership, bylaws, regulations, constitutional provisions, or any other aspect or obligation of union membership policies or requirements. All such selection and referral shall be in accordance with the following procedure.

- (a) The Union shall maintain an out-of-work list which shall list applicants for employment.
- (b) Employers shall advise the Business Representative of the number of applicants needed. The Business Representative shall refer applicants to the Employer.
- (c) The Employer shall have the right to reject any applicant for employment.
- (d) The Local Union, upon request from a signatory contractor, shall make available the most current out-of-work list.

SECTION 3. Both the Union and the Employer agree to post a copy of the referral procedure set forth in this Addendum in a place where notices to employees and applicants for employment are customarily posted.

**ADDENDUM IX
(ARTICLE XI)
(Apprenticeship)**

SECTION 1. It is hereby agreed that the Employer shall be entitled to apply to the Joint Journeyman and Apprentice Training Committee for apprentices on the basis of one (1) apprentice for three (3) journeymen regularly employed.

SECTION 2. The hourly rate of apprentices shall be a percentage of the established wage rate of journeymen sheet metal workers as follows:

First year-first half	50%	-	second half	55%
Second year-first half	60%	-	second half	65%
Third year-first half	70%	-	second half	75%
Fourth year first half	80%	-	second half	85%

Apprentice Fringes First and Second Years –

Health Care Plan at residential/light commercial rate.

Local Pension Fund at 50% of journeyman rate.

Local Training Fund, ITI, NEMI, SMOHIT, Industry Fund at 100% of journeyman rate

****Deductions are figured as follows and deducted from the Base Rate:**

Vacation/Savings at same percentage as wage rate.

Youth to Youth = 100%, MSBT = \$0.04 (on hours worked up to a maximum of 40 hours per week)

IA-Per Capita = National Requirement (on all hours worked)

Apprentice Fringes Third and Fourth Years –

Health Care Plan, Local Pension Fund, Local Training Fund, ITI, NEMI, SMOHIT and Industry Fund 100% of journeyman rate.

****Deductions are figured as follows and deducted from the Base Rate:**

Vacation/Savings at same percentage as wage rate.

Youth to Youth = 100%, **MSBT** = \$0.04 (on hours worked up to a maximum of 40 hours per week)

IA-Per Capita = National Requirement (on all hours worked)

Subject to adjustment by the Joint Journeyman and Apprentice Training Committee, the fourth year apprentice, during the last six (6) months of his apprenticeship, can work as a journeyman with the exception that there shall be no travel outside of the Local 7 jurisdiction and there shall be no foreman selection.

SECTION 3. The apprentice shall be rotated from the shop to the job site to the shop every six (6) months.

SECTION 4. Progress reports for each apprentice shall be filled out only by the foreman who the apprentice is working for at the time.

SECTION 5. Apprentices will be paid two (2) hours' double time for attending school as required by the Joint Journeyman and Apprentice Training Committee. Attendance slip must be furnished to the Employer to receive payment.

**ADDENDUM X
(ARTICLE XIII)
(Preapprenticeship)**

SECTION 1. It is hereby agreed that the Employer may apply to the Joint Journeyman and Apprentice Training Committee and the Joint Journeyman and Apprentice 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 or more apprentice 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 Journeyman and Apprentice Training Committee for enrollment.

Preapprentices shall be enrolled as applicants for future openings in the apprenticeship program. The Joint Journeyman and Apprentice Training Committee shall evaluate the qualifications of preapprentices for such openings during the first year of employment. After being employed one (1) year, preapprentices who have met qualifications of the Joint Journeyman and Apprentice Training Committee shall be placed in the next available apprentice class.

The wage scale for preapprentices shall be forty percent (40%) of the wage rate of journeymen sheet metal workers for the first six (6) months. After six (6) months, the wage scale shall be forty five percent (45%). Health Care Plan for preapprentices shall be paid at the residential/light commercial rate. Increases

shall not exceed ten cents (\$0.10) per hour per year. Fringe package shall include ITI, SMOHIT and NEMI to be paid at 100%.

****Deductions are figured as follows and deducted from the Base Rate:**

IA-Per Capita = National Requirement (on all hours worked)

**ADDENDUM XI
(ARTICLE XIV)
(Classified Worker)**

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

- (a) One (1) classified worker for any Employer who employs a journeyman;
- (b) Two (2) classified workers for any Employer who employs at least seven (7) journeymen;
- (c) Thereafter, the ratio will be one (1) classified worker for each additional four (4) journeymen employed.

SECTION 2. Classified workers may perform any work covered under Article I of which they are capable and will work under the general direction of a journeyman. The wage rate for classified workers shall be as follows:

Base Rate	50% Building Trades Rate
Vacation/Savings Plan (deduct)	50% Building Trades Rate
Health Care Plan	100% Lt Commercial Rate
Local Pension Fund	50% Building Trades Rate
ITI	100% Building Trades Rate
NEMI	100% Building Trades Rate
SMOHIT	100% Building Trades Rate
Local Training Fund	100% Building Trades Rate
Industry Fund	\$0.23

****Deductions are figured as follows and deducted from the Base Rate:**

Work Assessment = \$0.20, Youth to Youth = \$0.25, M.S.B.T. = \$0.04. (based on hours worked up to a maximum of 40 hours per week)

IA-Per Capita = National Requirement (based on all hours worked)

SECTION 3. Classified workers may make application for building trades journeyman status after six (6) years as a SMART member. Local examining committee, comprised of an equal number of contractors and union representatives, shall review such application and grant approval where merited. Such upgrading will be done on a phased basis as determined by the examining committee. Decision of examining committee shall be final and binding. In the event such upgrading is turned down the employee may not make application again for six months.

SECTION 4. 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.

**ADDENDUM XII
(Downtown Parking)**

SECTION 1. The Employer shall reimburse reasonable parking expenses.

ADDENDUM XIII

(Composite Crew)

SECTION 1. On a job of forty (40) hours or over which requires a composite crew of sheet metal workers and other trades, the sheet metal trades shall receive the highest hourly base rate of the trades involved.

ADDENDUM XIV

(Unemployment Compensation)

SECTION 1. The Employer agrees to immediate enrollment under the Michigan Employment Security Act and shall continuously hereafter provide such coverage for his employees. Should the Employer not have sufficient employees to meet the minimum requirements for participation in the Act, he shall bring himself under the coverage of the Act voluntarily. The Employer shall exhibit proof of such coverage on request.

ADDENDUM XV

(Legality of the Agreement)

SECTION 1. In the event that any portion of the Agreement becomes inoperative under Federal or State Law, the balance of the Agreement shall remain in full force and effect, and the parties hereto agree to meet within ten (10) days and renegotiate, without monetary loss, the inoperative portion of this Agreement.

ADDENDUM XVI

(Employer Rights)

SECTION 1. The Employer shall retain all rights, powers and authority he had prior to entering into this Agreement, including but not limited to, 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 how they will be employed, to judge the satisfactory performance or work by a workman, to select and utilize any type of material and safe 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 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.

ADDENDUM XVII

(ARTICLE VIII)

(Payment of Wages)

SECTION 1. Wages at the established rates specified herein shall be paid by cash or check in the shop or on the job at or before quitting time on Wednesday or Friday of each week, and no more than five (5) days' pay will be withheld. However, employees when discharged will be paid in full.

SECTION 2. Electronic transfer of funds or automatic deposit may be allowed at the discretion of the employee, provided however, that if an employee is discharged he will be paid in full at the time of discharge.

ADDENDUM XVIII

(Favored Nations)

SECTION 1. If any more favorable conditions are granted by Local Union No. 7 to any other Employer in the jurisdiction of this Agreement, the Flint Area Association of Sheet Metal Contractors shall have the right to adopt the same as an amendment to this Agreement, effective immediately upon adoption,

provided such conditions shall not be less favorable than the Standard Form of Union Agreement, without Addenda. Both Labor and Management recognize the need to organize and if variances are granted that area different than the collective bargaining agreement in an organizing effort they will be monitored by the Labor Management Committee.

ADDENDUM XIX
(Hold Harmless Clause)

SECTION 1. The parties hereto agree that all contractors and local unions and officers and agents thereof, resorting to the provisions of this Article and availing themselves to the procedures therein provided expressly waive and relinquish, in their individual and their representative capacities, any and all potential claims against any member or members of the appropriate Local Joint Adjustment Board, National Panel or the National Joint Adjustment Board. It is further agreed that individuals serving as members of such Boards or Panel are arbitrators performing a quasi-judicial function.

ADDENDUM XX
(Residential/Light Commercial)

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

ADDENDUM XXI
(Service Agreement)

SECTION 1. HOURS (a) The regular work week shall consist of five (5) consecutive eight (8) hour days from Monday through Friday. All full or part-time labor performed between those hours shall be recognized as regular working hours and paid for at the regular hourly rate, except as otherwise provided for in Sections 2 and 3 of this Addendum. If mutually agreed between the Employer, employee and Business Representative, a regular workweek may be established of five (5) consecutive days Tuesday through Saturday.

(b) Each employee shall receive a minimum of two (2) hours' pay at the base rate for each day the service man shows up for work. For overtime, see Section 3.

SECTION 2. HOLIDAYS – The following six (6) holidays shall constitute the legal holidays within this Agreement:

- | | |
|-------------------|---------------------|
| 1. New Years Day | 4. Labor Day |
| 2. Memorial Day | 5. Thanksgiving Day |
| 3. Fourth of July | 6. Christmas Day |

If a holiday falls on a Sunday, the following Monday will also be observed as a holiday. Saturdays and Sundays shall be considered as holidays and work performed on such days shall be paid for at two (2) times the base rate (double-time), except as agreed to in Addendum I, Section 1 (e).

SECTION 3. OVERTIME AND SHIFT WORK (a) All work performed outside the regular working hours during the regular work week and Saturday shall be at one and one-half (1-1/2) times the regular hourly rate.

(b) Base rate Sunday and holidays will be paid at two (2) times the base rate (double-time).

(c) SHIFT WORK – If a daily shift work, Monday through Friday is required from an employee, a seventy-five cent (\$0.75) per hour premium above the regular rate shall be paid. An eight (8) hour rest period shall follow a night shift.

If the eight (8) hour rest period should interfere with the 8:00 a.m. and normal starting time of the following day, a regular per hour rate of pay shall be paid each employee for each hour of delayed starting time up to a maximum of three (3) hours.

(d) OVERTIME – REPORTING IN – When a man is called at home to report to work after the regular working hours, he shall be paid a minimum of one (1) hour at the applicable rate.

(e) STAND-BY PAY – Employees required to stand-by or be on call for the six (6) listed holidays in Section 2 or the listed holiday weekends, shall be guaranteed two (2) hours at two (2) times the base rate (double-time). When a man is required to be on stand-by for any weekend, he shall be compensated at forty dollars (\$40.00) plus any service calls performed. (\$20.00 per day.)

SECTION 4. (a) Servicemen shall perform all work after the installation is complete.

(b) Rooftop Units – When rooftop units require servicing on power or hazardous conditions, the second serviceman shall be called if necessary.

SECTION 5. THE JOINT SERVICE TRAINING AGREEMENT – A Joint Service Training Committee will be established, consisting of not fewer than six (6) members, half to be selected by the Union and half by the Contractors; also each meeting must consist of a quorum of no less than four (4) members, two (2) of each group. The Committee shall elect a chairman and a secretary. When a company member is a chairman, a union member shall be secretary and vice-versa. It shall be the duty of the Committee to:

(a) Meet at least once monthly, or on call of the chairman. In addition, it shall meet once each year solely for the purpose of reviewing these training standards and determining whether revisions and/or updating is indicated. A special meeting may be called by any two (2) members of the committee.

(b) Determine its own rules of procedure and set the time and place of meetings.

(c) Recommend that a certificate of completion be issued for each trainee who has satisfactorily completed the course of training.

(d) Periodically review the progress of each trainee to determine when wage increases are to be withheld because of unsatisfactory progress in school or on the job. A copy shall be sent to the employee and the Union. The trainee shall have the right to appear before the Committee.

(e) The Service Training Committee shall determine the amount of credit for previous experience to which a trainee may be entitled.

(f) The Service Training Committee shall arrange for a minimum of one hundred forty-four (144) hours per year of related instruction and it shall be mandatory to attend educational classes and maintain grades acceptable to the Service Committee.

(g) Determine the need for trainees in the locality and the shop facilities available for acquiring the necessary on-the-job experience.

(h) The Committee shall have full authority to supervise the enforcement of the provisions of these standards, and its decision shall be final and binding upon the Employer, the Local Union and the trainee. It shall hear and consider all complaints of violations of its rules or the Training Agreement, and shall make such rulings as it deems necessary in each individual case.

(i) Ascertain that each standard of the program is met, and be responsible for the successful operation of these standards.

DUTIES OF THE TRAINING COMMITTEE SECRETARY – The Secretary of the Joint Service Training Committee shall be responsible for:

(a) Maintaining records pertaining to time trainees spend on each phase of their on-the-job training and related instruction courses, and reporting periodically on trainees to the Joint Training Committee.

(b) Acting as Certifying Official on Veteran's Administration forms in cases of veterans in training and the G.I. Bill.

(c) Performing such other duties that may be prescribed by the Joint Committee meetings.

(d) Taking minutes of all Joint Service Training Committee. Same shall be forwarded to Local 7, Zone 4 (Flint).

WAGES – The hourly rate of trainees shall be as follows:

First year	- first half	45%	- second half	50%
Second year	- first half	60%	- second half	65%
Third year	- first half	70%	- second half	80%
Fourth year	- first half	85%	- second half	95%

Subject to approval of the Joint Service Training Committee, the fourth year trainee during his last six (6) months, can work as a journeyman with the exception that there shall be no travel outside of Local 7 jurisdiction and there shall be no steward or foreman selection. Trainees shall not be paid for time spent in related instruction classes and such time shall not be classed as hours of work. For the trainee to be eligible for advancement to his next wage bracket or journeyman status, he must have satisfactorily completed the scheduled on-the-job training and the required related instruction. Trainees required to attend class by this Committee during regular working hours, between 8:00 a.m. and 5:00 p.m., Monday through Friday will be compensated at the prevailing rate by his Employer. All other required training shall be uncompensated.

CREDIT FOR PREVIOUS EXPERIENCE – The Joint Training Committee may evaluate and grant credit for applicable previous experience. In no case shall the credit exceed three (3) years and upon receiving credit for previous experience, the trainee shall be placed in the wage bracket to which this credit advances them.

QUALIFICATIONS FOR APPLICANTS – (a) Applicants must have reached their eighteenth birthday.

(b) Applicants must have a high school diploma or a G.E.D. equivalent.

SELECTION OF TRAINEES – (a) The service trainee must be recommended to the Service Training Committee by either the Contractor or the Union. The trainee must be accepted by the Training Committee and have been issued a referral slip from the Local 7 Union before he can begin training with the contractor. He shall be placed on a thirty (30) day probationary period.

(b) Each applicant trainee shall be furnished a service trainee application form, which shall be submitted with an educational transcript for consideration by the Committee.

(c) No trainee will be permanently placed without the consent of both the Committee and employing Contractor.

RELATED CLASSROOM INSTRUCTION – Each trainee shall enroll in and attend instruction for approximately one hundred forty-four (144) hours during each year of his training.

The Training Committee may discharge a service trainee or cause his discharge for failing to pursue his training with diligence and maintain a passing grade. (The actual discharge will usually be performed by the Employer.)

The trainee shall not work more overtime than the journeymen employed by the Contractor.

RATIO OF SERVICE TRAINEES TO JOURNEYMEN – Only the number of trainees will be employed who can be properly trained and afforded reasonable opportunity of future employment in the trades. The ratio shall be: one (1) trainee to one (1) journeyman when the Employer has less than two (2) servicemen; or one (1) trainee to three (3) journeymen.

SAFETY – Each trainee shall be provided with initial indoctrination and instruction on pertinent safety regulations, reporting of accidents, and availability of first aid medical facilities. The company shall at all times exercise precaution for the health and safety of the trainee engaged in the performance of their work.

MODIFICATION OF STANDARDS – These standards may be modified at any time by action of the Joint Training Committee.

SUPERVISION – The trainee shall be supervised by the Employer designated and the service foreman of the company. Such persons shall, with advice and assistance of the Local Joint Training Committee, be responsible for the trainees' work experience on the job, for their attendance at related classes, and for the recording of same on record forms provided for this purpose.

It shall be the supervisor's duty to see that these record forms are completed in every detail and forwarded to the Local Joint Training Committee at periodic intervals. The Committee shall keep a master record of the trainees' work and experience and related instruction. These forms are to be signed by the supervisor, the employee and the service steward.

JOB PLACEMENT – The first year trainee will work under journeyman supervision, limited by his capability.

The second year trainee may be sent out to residential jobs only if approved by the Service Training Committee.

The third year trainee may be sent out on residential work and must be phased into commercial with supervision.

The fourth year trainee may be sent out on residential and commercial jobs.

SECTION 6. NON-TECHNICAL HELP – Each contractor shall be entitled to use one (1) non-bargaining unit employee to perform non-skilled work related to the sheet metal H.V.A.C. service business.

This work shall not include installation, repair or other work requiring the skills of tradesmen. Duties include the handling of all materials of our trade and other work at the discretion of the service journeyman.

SECTION 7. (a) Before reporting for work a journeyman or apprentice shall have necessary hand tools to perform normal service work. The Employer shall make special tools necessary to perform his work available, at the Employer's expense.

(b) The employee shall be responsible for replacement of tools and instruments furnished by the Employer, which may have been damaged or lost through neglect.

SECTION 8. (a) When service vehicles are used for employee's transportation to and from work, regular maintenance shall be the responsibility of the employee, and paid for by the Employer. In no case shall the employee's time be charged to the Employer.

(b) The employee affected by emergency breakdown of his vehicle shall be limited to a reasonable time to return to home, shop or service center, at the Employer's responsibility.

SECTION 9. Job related school time required as a condition of employment shall be paid at the regular base rate.

**ADDENDUM XXII
(ARTICLE X)
(Integrity Clause)**

SECTION 1. 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 hereinabove using employees whose wage package, hours, and working conditions are inferior to those prescribed in this Agreement or, if such business entity is located or 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.

An Employer is also a "bad-faith employer" when it is owned by another business entity as its direct subsidiary or as a subsidiary of any other subsidiary within the corporate structure thereof through a parent subsidiary and/or holding company relationship, and any other business entity with such corporate hereinabove using employees whose wage package hours, and working conditions are inferior to those prescribed in this Agreement or, if such other business entity is located or operating in another area.

SECTION 2. Any Employer that signs this Agreement or is covered thereby by virtue of being a member of a multi-member bargaining unit expressly represents to the Union that it is not a "bad-faith employer" as such term is defined in Section hereinabove and further, agrees to advise the Union promptly if at any time during the life of this Agreement said Employer changes its mode of operation and becomes a "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 the Employer.

In the event any Employer signatory to or bound by this Agreement shall be guilty of fraudulent conduct as defined above, such Employer shall be liable to the Union for liquidation damages at the rate of \$500 per calendar day from the date of failure to notify the Union until the date on which the Employer gives notice to the Union. The claim for liquidation damages shall be processed as a grievance in accordance with, and within the time limits prescribed by, the provisions of SFUA Article X.

SECTION 3. Whenever the Union becomes aware that an Employer has been or is a "bad-faith employer," it shall be entitled, notwithstanding any other provision of this Agreement, to demand that the Agreement between it and such "bad-faith employer" be rescinded. A claim for rescission shall be processed by the Union as a contract grievance in accordance with, and within the time limits prescribed under, the provisions of SFUA Article X of this Agreement.

ADDENDUM XXIII

(ARTICLE V)

(Dues Check-Off Language)

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 only to those assignments which are not irrevocable for more than one (1) year or until this Agreement expires, whichever occurs sooner, or 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 Union agrees to indemnify and hold the Employer harmless from any legal claims by Employees based upon, or arising from, the provisions or requirements of this Article. (See Article V)

ADDENDUM XXIV

(Fabrication Outside Zone 4)

Any contractor whose principal office is not located within the jurisdiction of Local 7, Zone 4 and providing material or ductwork fabricated outside of Zone 4 and delivered to a job site within the jurisdiction of Local 7, Zone 4, the shipment shall be accompanied by a voucher on a form provided by the Local Union which shall be provided to the union representative on the job and shall contain the following information:

- a) A list of each separate item contained in the shipment;

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

The records which support the certified payroll or sworn statement will be retained and available for inspection by a representative of SMART Local 7, Zone 4 or audit upon request. It is further agreed that an appropriate Union Label would be affixed to each item listed on said voucher.

**ADDENDUM XXV
(Four-Man Rule)**

The four (4) man rule will apply in Local #7, Zone 4 to all other Local #7 zones that currently have the four (4) man rule in their contract as it applies to Local #7 contractors.

**ADDENDUM XXVI
(ARTICLE X)
(Task Force Market Recovery)**

The Association and Union agree to form a Joint Market Recovery Task Force to research the possibilities and recommend to the Bargaining Committees the necessary economic changes in the Collective Bargaining Agreement for wages, hours and working conditions to compete effectively with non-union competitors. These recommendations from this Task Force are not subject to Article X of the contract.

**ADDENDUM XXVII
(Local Pension - Rehabilitation Plan and Default Schedule)**

The Parties, after due negotiation, hereby adopt the following Addendum to the Collective Bargaining Agreement ("Agreement") between The International Association of Sheet Metal, Air, Rail and Transportation Workers Local Union 7, Zone 4 ("Union") and the Flint Area Association of Sheet Metal Contractors ("Association"). This Addendum is binding upon the Union, the Association, and all contractors currently bound, or who may be bound, in the future to the 2018-2022 Collective Bargaining Agreement or any subsequent Collective Bargaining Agreements between the Parties.

This Addendum pertains to the Employer's obligation to contribute to the Flint Area Sheet Metal Workers' Local 7-4 Pension Fund ("Fund"), and is intended to implement the additional funding rules under the employee Retirement Income Security Act of 1974, as amended, that apply to the Fund because its actuary has certified that the Fund is in Critical Status.

The Parties agree a contribution will be made to the fund in the amounts set forth in this Agreement **per hour** for each hour of Covered Employment by an Employee of the Employer. The Parties agree to be bound by the terms of the plan and trust documents governing the Fund, including the Rehabilitation Plan or any Funding Improvement Plan, as well as schedules and amendments to the foregoing.

**ADDENDUM XXVIII
(ARTICLE XII)
(Drug Testing)**

Remove Article XII, Section 2 in its entirety and replace with the following:

SECTION 1. Any new qualified applicants for employment will be required to take and pass a pre-hire physical including substance abuse drug and alcohol test prior to starting work for a Contractor. Setting up for this program to be the responsibility of the Joint Apprenticeship Training Committee. There will be no random testing, unless site specific received by the Customer. Testing to be paid for out of the Industry Fund.

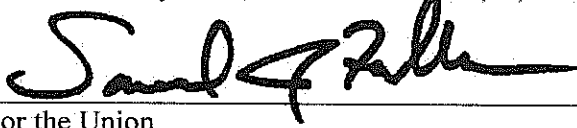
SECTION 2. The dangers and costs which alcohol and other chemical abuses can create in the sheet metal industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that to be effective, programs to eliminate substance 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 principle 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. Testing to be paid for by the Industry Fund.

SECTION 3. Implement a "Ready to Work" status with a Memorandum of Understanding to be developed and agreed upon by both parties on or before May 1, 2019 or this clause will be null and void.

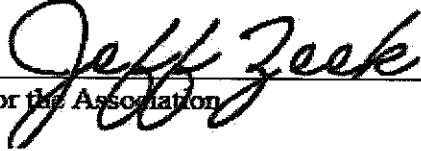
In witness whereof, the parties hereto affix their signatures and seal this 1st day of May 2022.

INTERNATIONAL ASSOCIATION OF SHEET METAL,
AIR, RAIL AND TRANSPORTATION WORKERS
LOCAL UNION NO. 7, ZONE 4
Samual J. Fuller, Larry Kinzie, Scott Brotherton

FLINT AREA ASSOCIATION OF SHEET METAL CONTRACTORS
Jeffrey Zeek, Richard J. Cramer, II, Curt LaLonde, Ken Warren



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

City

State

Zip Code

Telephone

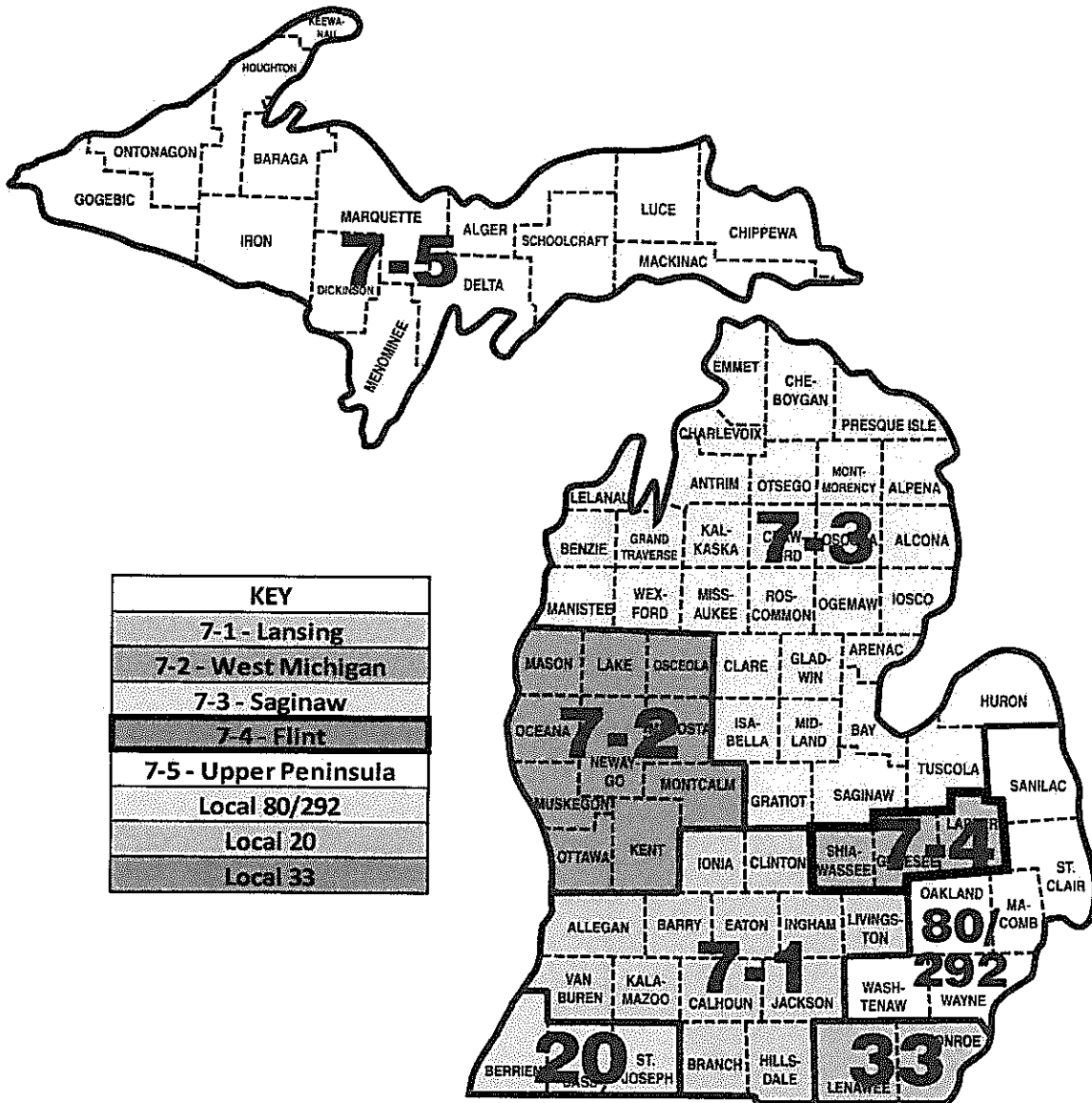
Fax:

E-Mail

Website

Employer Tax ID

MICHIGAN ZONE MAP



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