

AGREEMENT

between



**UPPER PENINSULA MECHANICAL CONTRACTORS
ASSOCIATION/SHEET METAL DIVISION**

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and the



**LOCAL UNION NO. 7 - ZONE 5
INTERNATIONAL ASSOCIATION OF SHEET
METAL, AIR, RAIL AND TRANSPORTATION WORKERS**

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COVERING:

Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton,
Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee,
Ontonagon, and Schoolcraft Counties of Michigan

June 1, 2022 to May 31, 2025

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STANDARD FORM OF UNION AGREEMENT

Form A-08-11

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

Agreement entered into this 1st day of June 2022 by and between the Upper Peninsula Mechanical Contractors Association Sheet Metal Division, and each business establishment individually, whether represented by a contractor association or not, hereinafter referred to as the Employer, and Local Union No. 7-SM, Zone 5 of the International Association of Sheet Metal, Air, Rail And Transportation Workers, hereinafter referred to as the Union for Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon, and Schoolcraft Counties.

ARTICLE I

RATE OF PAY, CONDITION OF EMPLOYEMENT

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

ARTICLE II

SUB-CONTRACTING

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

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

pay their employees engaged in such fabrication not less than the prevailing wage for comparable sheet metal fabrication, as established under provisions of this Agreement.

**ARTICLE III
TRADE JURISDICTION EMPLOYEES**

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

**ARTICLE IV
SOURCE OF EMPLOYEES**

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 REQUIRMENT**

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 Unions' 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 Sheet Metal Workers' International Association 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 HOURS OF WORK

(See Addendum 3)

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: All hours worked after eight (8) consecutive hours on Saturday and all hours worked on Sunday and holidays will be paid at double time.

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 4)

ARTICLE VII TRANSPORTATION, FREE ZONE, ETC.

SECTION 1. When employed in a shop or on a job within the limits of area, 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. (See Addendum 6) 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 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 5) 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 1 of this Article but in no case less than the established wage scale of the local Agreement covering the territory in which such work is performed or supervised, plus all necessary transportation, travel time, board and expenses while employed in that area, and the Employer shall be otherwise governed by the established working conditions of the local Agreement. If employees are sent into an area where there is no local Agreement of the International Association of Sheet Metal, Air, Rail and Transportation Workers covering the area then the minimum conditions of the home local union shall apply.

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

SECTION 8. Health & Benefit contributions shall not be duplicated. When sheet metal workers are employed temporarily outside the jurisdiction of their home local union, the parties signatory to this Agreement agree to arrange through the Health and Benefit Trust Fund to transmit health and benefit contributions made on behalf of the employee to the Health and Benefit Trust Fund in the employee's home local union.

The parties to this Agreement agree to establish a system for continuing health and benefit coverage for employees working temporarily outside the jurisdiction of the local collective bargaining agreement when health and benefit 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 weekly in the shop or on the job at or before quitting time on 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.

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 Sheet Metal Workers' International Association 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 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 Wisconsin Sheet Metal Workers' Health and Benefit Fund, 2201 Springdale Rd, Waukesha, WI 53186.

(c). The IFUS shall submit to the International Association of Sheet Metal, Air, Rail And Transportation Workers not less often than semi-annually written reports describing accurately and in reasonable detail the nature of activities in which it is engaged or which it supports directly or indirectly with any of its funds. One time per year, the IFUS shall include in such written 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 Upper Peninsula Mechanical Contractors Association/Sheet Metal Division, 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 or after the effective date of this Agreement by each

employee of the Employer covered by this Agreement. Payment shall be made monthly on or before the 20th day of the succeeding month. (See Addendum 5, Section E)

(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 for the Sheet Metal and Air Conditioning Industry (ITI) the hourly contribution rate established by the ITI Trustees. Such amount shall be contributed for each hour worked by each employee of the Employer covered by this Agreement. In the event that such hourly contribution rate is changed during the term of this Agreement, such change shall become effective during the next anniversary date of this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the ITI, or for purposes of collection and transmittal electronically or through the International Training Institute, 601 N. Fairfax Street, Suite 240, Alexandria, VA 22314.

Effective as of the date of this Agreement the Employers shall contribute to the National Energy Management Institute Committee (NEMIC), the hourly contribution rate established by the NEMIC Trustees. Such amount shall be contributed for each hour worked by each employee of the Employer covered by this Agreement. In the event that such hourly contribution rate is changed during the term of this Agreement, such change shall become effective during the next anniversary date of this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the NEMIC, or for purposes of collection and transmittal electronically or through the National Training Fund, 601 N. Fairfax Street, Suite 240, Alexandria, VA 22314.

Effective as of the date of this Agreement the Employers shall contribute to the Sheet Metal Occupational Health Institute Trust (Institute) the hourly contribution rate established by the Institute's Trustees. Such amount shall be contributed for each hour worked by each employee of the Employer covered by this Agreement until the Institute Trustees determine that the Trust is financially self-sufficient. In the event that such hourly contribution rate is changed during the term of this Agreement, such change shall become effective during the next anniversary date of this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the Institute, or for purposes of collection and transmittal electronically or through the International Training Institute, 601 N. Fairfax Street, Suite 240, Alexandria, VA 22314.

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 the International Training Institute for the Sheet Metal and Air Conditioning Industry, the National Energy Management Institute Committee, the Sheet Metal Occupational Health Institute Trust, and the Industry Fund of the United States, and to the extent that this Agreement requires contributions to the following funds, the Sheet Metal Workers' National Pension Fund, National Stabilization Agreement of the Sheet Metal Industry Trust Fund, Sheet Metal Workers' National Health Fund, Sheet Metal Workers' International Association Scholarship Fund, Sheet Metal Workers' National Supplemental Savings Plan (collectively, "National Funds"), as applicable and the separate agreements and declarations of trusts of all other local or national programs to which it has been agreed that contributions will be made. In addition, the parties agree to be bound

by any amendments to said trust or plan documents as may be made from time to time and hereby designate as their representatives on the Board of Trustees such trustees as are named together with any successors who may be appointed pursuant to said documents.

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

SECTION 18. The Employer and the Union understand that, the Sheet Metal Workers' National Pension Fund ("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 a schedule described above will be deemed to be adopted automatically if, in accordance with this Agreement, the Union allocates or reallocates a portion of the wage and fringe-benefit package, 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 or 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
PERSONAL TOOLS AND AUTOMOBILES

(See Addendum 11)

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
GRIEVANCE PROCEDURE

(See Addendum 22)

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

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

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

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

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

SECTION 3. Grievances not disposed of under the procedure prescribed in Section 2 of this Article, because of a deadlock or failure of such Board to act, may be appealed jointly or by either party to a Panel, consisting of one (1) representative appointed by the Labor Co-Chairman of the National Joint Adjustment Board and one (1) representative appointed by the Management Co-Chairman of the National Joint Adjustment Board. Appeals shall be mailed to the National Joint Adjustment Board.* Notice of appeal to the Panel shall be given within thirty (30) days after termination of the procedures prescribed in Section 2 of this Article. Such Panel shall meet promptly but in no event more

than fourteen (14) calendar days following receipt of such appeal, unless such time is extended by mutual agreement of the Panel members. Except in case of deadlock, the decision of the Panel shall be final and binding.

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

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

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

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

SECTION 6. In the event of non-compliance within thirty (30) calendar days following the mailing of a decision of a Local Joint Adjustment Board, Panel or the National Joint Adjustment Board, a local party may enforce the award by any means including proceedings in a court of competent jurisdiction in accord with applicable state and federal law. If the party seeking to enforce the award prevails in litigation, such party shall be entitled to its costs and attorney's fees

in addition to such other relief as is directed by the courts. Any party that unsuccessfully challenges the validity of an award in a legal proceeding shall also be liable for the costs and attorneys' fees of the opposing parties in the legal proceedings.

***All correspondence to the National Joint Adjustment Board shall be sent to the following address:**

**National Joint Adjustment Board, P.O. Box 220956, Chantilly, VA
20153-0956
or 4201 Lafayette Center Drive, Chantilly, VA 20151-1219.**

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 National Joint Adjustment Board to resolve disputes over the initial establishment of terms for specialty addenda, if the provisions of Article X have been adopted in their entirety, and without modification.

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

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

ARTICLE XI APPRENTICES

(See Addendum 20)

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 (where applicable) – First half 80% - Second half 85%
(see Addendum 19 section 7(b) and 20, section 2)

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

SECTION 7. The parties will establish on a local basis the SMART Youth-to-Youth program (the program) and the procedures to enable all apprentices to participate in the program. The activities of the program that deal with organizing and other traditional union activities shall be funded by the

Local Union through a check-off in compliance with the provisions of Section 302(c) of the Labor-Management Relations Act of 1947. Activities that may be funded by Employer contributions shall be so funded if, and to the extent, the parties shall agree locally to sponsor and implement the same.

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

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

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

ARTICLE XII

SAFETY 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 materials 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. (see addendum 26)

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 24)

**ARTICLE XIII
PREAPPRENTICES**

(See Addendum 21)

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 coverage shall be arranged on behalf of the preapprentices by the parties. (See Addendum 22, Section 8)

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
CLASSIFIED WORKER**

(See Addendum 23)

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. 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 1 through 29 attached hereto shall become effective on the 1st day of June 2022 and remain in full force and effect until the 31st day of May 2025 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 Upper Peninsula Mechanical Contractors Association/Sheet Metal Division 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 THE STANDARD FORM OF AGREEMENT

ADDENDUM 1

(Referral Procedure – Article 4, Section 1)

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

B. The Contractor will be allowed to pick anyone from the referral list until they have five (5) total sheet metal workers in their employment, preapprentices not included in this total. The next pick shall be the Union's selection from the top ten (10) individuals on the "out of work" list. The following selection will be the contractor's from the top ten (10), and so on. This sequence will follow for all subsequent individuals selected.

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

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

In such an event, the Employer will notify the Local Union of the names and dates of such hirings. The Employer will notify the Business Representative forty-eight (48) hours in advance of all permanent lay-offs.

E. The Employer shall be entitled to request by skill, employees who possess special skills and abilities.

F. The Employer will notify the employee two (2) hours before quitting time on the day of layoff to allow employee to contact his Business Representative and gather his personal tools before quitting time. Employees will be paid in full upon layoff.

ADDENDUM 2

(Lunch/Coffee Breaks)

A. There shall be a ten (10) minute coffee break in the morning and a ten-minute coffee break in the afternoon. The break will be held in your own work area, providing that conditions permit food and drink to be ingested in sanitary conditions.

B. When a twelve (12) hour shift is scheduled, after eight (8) hours, the employee is entitled to a fifteen (15) minute lunch break with pay; lunch furnished by the contractor.

ADDENDUM 3
(Hours and Work Day)

The regular work week shall consist of five (5) eight (8) hour days between the hours of 6:00 a.m. and 6:00 p.m. Monday through Friday of each week; By mutual agreement of the job site Local Union and the Employer, a four (4) day work week, consisting of four (4) ten hour days between the hours of 6:00 a.m. and 6:00 p.m. may be scheduled Monday through Thursday of each week. Unless prohibited by local, state or federal law, all full-time and part-time labor performed during the hours described in Addendum 3 shall be recognized as regular working hours and paid for at the regular hourly rate.

Hours worked in excess of eight (8) hours in a work day when a five (5) day week is scheduled or ten (10) hours in a work day when a four (4) day week is scheduled shall be paid at the rate of time and one-half (1-1/2) the basic straight time hour wage rate. The first eight (8) hours worked on Saturday shifts shall be at the rate of time and one-half (1-1/2) the basic straight time hour wage rate. All hours worked over eight (8) hours on Saturday and all hours on Sunday shifts shall be paid at double (2) times the basic straight time hour wage rate.

A makeup day may be scheduled by mutual agreement of Employer and employee on Friday (if a four (4) day week is scheduled) however, at least eight (8) hours of work must be scheduled on the makeup day. No employee shall be discriminated against for refusal to work a makeup day. Employees will be paid at the basic straight time hourly wage rate for makeup days. It is recognized that makeup days can cause employees to work over forty (40) hours in a work week. Whether the regular work week be a scheduled four (4) or five (5) day work week, when an employee's accumulated hours of work on regular work days of the scheduled work week and the hours of work on a makeup day exceed forty (40) hours of work then the employee shall be paid at the rate of time and one-half (1-1/2) the basic straight time hourly wage rate for all hours in excess of forty (40) hours. When overtime is worked and it runs into the next day on a continuous shift, it shall all be overtime regardless of what day of the week it may be.

Any contractor on shut down work shall pay a minimum of previously scheduled hours' pay for the last day worked upon layoff, with any balance due to be postmarked no later than the next scheduled pay day. Failure to do so shall result in the employer being charged an extra four (4) hours' pay with fringes.

ADDENDUM 4

(Shift Work – Article VI, Section 4)

A. When shift work is performed, it must continue for a period of not less than five (5) consecutive days, starting at 6:00 a.m. Monday and continuing through 6:00 a.m. Saturday. The second shift will be paid at a rate of fifteen percent (15%) over the total taxable hourly wage rate. There must be a minimum of ten (10) hours off between shifts. If a third shift is worked the rate will be twenty percent (20%) over the taxable hourly wage rate. If less than five (5) full eight (8) hour days, or four (4) full ten (10) hour days of work are involved, the employees employed on a shift or shifts, on a job on which there is no regular day shift, shall be paid at one and one-half (1-1/2) times the regular straight time taxable hourly wage rate for non-regular shift hours worked that week. All hours worked after eight (8) consecutive hours on Saturday and all hours worked Sunday or holidays will be paid at double time the regular straight taxable wage rate.

B. When shift work is performed at a medical care facility, it shall continue for at least one working day. Shifts will be paid at a rate of 20% over the total taxable hourly base rate. A shift may be started at any time. A day shift is not required. There must be a minimum of ten (10) hours off between shifts. If five consecutive days or four ten-hour days are worked, the rate will revert to Addendum 4, Section A.

ADDENDUM 5

(Wage, Fringe, Fund Payments)

A. (1) The contractors agree to withhold from the weekly pay of each employee, vacation pay to be deducted after taxes, Social Security, etc., from total wages. The contractor shall be allowed to pay via check or electronic automatic deposit. A pay stub must be provided to employee.

(2) Employer agrees to withhold fringes, i.e., welfare, pension and education funds and report on a monthly transmittal form. The following information concerning each employee shall be set forth on separate columns:

- (a) Name of the employee
- (b) Social Security number
- (c) The numbers of hours worked

WAGE RATES

07/15/2022

Increases:		
Base Rate	\$32.74	6-1-23 \$2.50
* Misc (deduct)	-1.02	6-1-24 \$2.25
** Work Assessment (deduct)	-1.29	
*** Per Capita (deduct)	-0.17	Disbursement
National Pension	13.86	to be
Supplemental Savings Plan	4.04	Determined

Health Care Plan	10.90
SASMI (3%)	1.85
****Education Fund/UPCC	.88
- ITI/NEMI/SMOHIT	0.17
<u>Total Wage/Fringe</u>	<u>\$64.44</u>
<u>Industry Fund</u>	<u>.40</u>
Total	\$64.84

*The \$1.02 is distributed as follows: \$0.94 Youth to Youth and \$0.04 to MSBT, \$0.04 PAL (Paid on 40 hours, after 40 hours, money goes on check.)

**Work Assessment is based on 2% of the total package, minus Industry Fund and is paid on all hours worked

***Per Capita is paid at \$0.17 per hour. Both are paid on all hours worked.

****The \$0.88 is distributed as follows: \$0.70 Education Fund and \$0.18 to the UPCC-Upper Peninsula Construction Council.

- ITI \$0.12, NEMI \$0.03, SMOHIT \$0.02

NOTE: SASMI is based on 3% of the straight time base wage + National Pension Fund + National Supplemental Savings + Health Care Plan and is paid on all hours worked.

NOTE: The Union shall supplement the apprentice health and welfare contribution for all apprentice school hours.

NOTE: MSHA/Industrial work wages to be paid over scale at 2% increase the taxable rate. (see addendum 27)

B. (1) Fringe payments will be due on the 15th of the month with a one percent (1%) per day assessment for failure to pay contributions to fringe benefit funds by the 20th of the month following the month in which they were earned. Postmark of letter will control and not delivery date.

(2) SECURITY DEPOSIT: Any signatory employer delinquent in the payment of fringe benefits shall be required to post a \$10,000.00 surety bond payable to Sheet Metal Workers' Local 7 Fringe Benefit Funds, or a bond, certified check or cash bond equal to an average one (1) month fringe benefit payment, based on twelve (12) months' payment history, from a bonding company licensed to do business in the State of Michigan or Wisconsin, whichever applies; or a cash bond or certified check in an equal amount to guarantee the payments required by this Agreement to the respective funds as outlined in this agreement.

The Employer agrees to furnish evidence satisfactory to the Union that he has the bond required by this section. The Employer further agrees if it is necessary

to collect on this bond, the Employer will show proof to the Union that the Bond has been renewed or the Employer shall post a cash bond in equal amount.

This clause shall apply to any contractor that does not have a twelve (12) month payment history, unless prior payment history has been established.

This bond, certified check, or cash bond shall be retained for the term of this Agreement, completion of a specified project and/or satisfactory settlement of fringe benefit payments. Notwithstanding any other provision of this Agreement, the Union retains the right to use all economic action including removing employees from the job in the event the Employer is delinquent in payment to the fringe benefit programs provided for in this agreement or in the event that the Employer does not pay wages to the employee. If the employees are removed from the job by the Union to enforce such delinquencies or failure to pay wages, the employee shall be paid by the Employer for all lost time at the straight time hourly rate.

Upon receipt of a written request from the affected Employer, SMART Local 7 shall immediately return the bond or certified check to the requesting Employer, if all obligations are paid in full.

C. The Union shall, each month, provide the Association with a list of the employer's signatory to this Agreement. Each Employer performing work within the geographical jurisdiction of the Union shall, by the 20th of each month, file list with the Union, and with the Association, of all fringe benefit payments, Michigan Upper Peninsula Sheet Metal and Air Conditioning Contractors Local Industry Fund payments, and U.P. Mechanical Contractors' Association payments for the previous month. If the Employer made no such payments for that month the form should so indicate. In addition, if the Employer has left the geographical jurisdiction of the Union, the form shall so indicate.

Any Employer must agree to abide by the terms of this Agreement and must make all payments required hereunder, including all fringe benefit funds, the Michigan Upper Peninsula Sheet Metal and Air Conditioning Contractors' Local Industry Fund, and required payments to the U. P. Mechanical Contractors' Association, and must provide the monthly list of fringe benefit payments herein above set forth, before being assigned members of Local Union No. 7.

Education Fund to be paid on total man hours to the designated bank. A duplicate copy of the transmittal form shall be forwarded to the Union for record.

The Local Joint Trustee Board shall meet at least four (4) times each year to review the programs and make timely changes for improvement. The Vacation

Savings Plan shall be administered with the provisions of the Internal Revenue Code. The Pension Fund is jointly trusted at the international level. The Health Care Plan and the Education Fund shall be jointly trusted at the local level and shall be operated as qualified funds within the provisions of the Internal Revenue Code.

D. SHEET METAL WORKERS' NATIONAL SUPPLEMENTAL SAVINGS PLAN

(a) The Employer hereby agrees to become a party to the Agreement and Declaration of Trust Establishing the Sheet Metal Workers' National Supplemental Savings Fund ("Trust Agreement"), a copy of which is annexed to this Agreement and made a part hereof, and agrees to be bound by all the terms and provisions of the Trust Agreement (including all amendments thereto), provided, however, that such amendments may not increase the Employer's contribution beyond that provided for in this Article and the Standard Form of Participation Agreement ("Participation Agreement"). The Employer further agrees to designate as its representative on the Board of Trustees of the Fund such Trustees as are named pursuant to the Trust Agreement as Employer Trustees.

(b) The Employer agrees to enter into a Participation Agreement, a copy of which is annexed to this Agreement and made a part hereof, and agrees to be bound by all the terms and provisions of that Participation Agreement.

(c) The Employer agrees to enter into salary reduction agreements with all employers covered by this Agreement for all hours worked; to withhold from the employee's paycheck the amount elected by the employee; and to forward the salary reduction amounts to the Sheet Metal Workers' National Supplemental Savings Plan by the 15th day of the month for amounts withheld in the prior month.

(d) The Employer agrees to make the minimum contribution to the Fund at the rate specified herein.

ADDENDUM 6

(Political Contribution Deductions)

The Employer agrees to honor political contribution deduction authorizations from its employees who are union members.

ADDENDUM 7
(Dues Check-off)

Section 1. Upon receipt of a signed individual authorization from any employee covered under this Agreement, the Company shall withhold such employee's earnings, payment for union dues and other obligations under the terms and conditions specified in the individual's authorization. Deductions shall be made from the first pay of each month of said employee and promptly remitted to the Financial Secretary of the Union together with a list of the names of the employees to whom said monies are to be credited. Shall any employee have no earnings due him on the first pay day of any month, deductions shall be made from the next succeeding pay of employee.

Section 2. The union agrees to indemnify and hold harmless the Employer from any legal claims by employees based upon or arising from the provisions or requirements of Article V.

ADDENDUM 8
(Article VIII – Job Supervision)

The contractor shall be responsible for the supervision of every job. On every job on which two (2) to thirteen (13) employees are employed, one (1) journeyman shall be designated as a foreman. Any additional foreman will be from Local 7, Zone 5.

Where sheet metal work or any other work within the jurisdiction of Local 7 is done by a contractor or person not signatory to the Standard Form of Union Agreement with the International Association of Sheet Metal, Air, Rail And Transportation Workers and members of Local 7 are employed on said job, the first member of Local 7 to be hired is to be a foreman. All foremen on said job must be members of Local 7 unless it applies to the two (2) man rule.

ADDENDUM 9
(Supervisory Pay)

On every job on which two (2) to thirteen (13) employees are employed, one (1) journeyman shall be designated as a foreman and shall be paid ten percent (10%) above the base rate. On residential and light commercial work the foreman shall be paid five percent (5%) above the base rate. No one foreman shall supervise more than twelve (12) employees. Any additional foreman will be from Local 7, Zone 5.

On a job on which twenty-six (26) or more employees are employed, one (1) journeyman from Local 7, Zone 5, shall be designated as a general foreman and shall be paid fifteen percent (15%) above the base rate.

ADDENDUM 10
(Stewards)

The jobs of Business Representative and assistant and that of the steward shall not be endangered when he must be absent from work because of Union business. Also, the steward, if qualified, shall be the next to the last man on every job.

Upon being appointed shop or job steward, he shall be on the job all times when employees are working, and shall be notified of any employees coming on or going off the job. There shall be no nonworking stewards. At no time shall a shop or job steward be discriminated against for the faithful performance of his duties. He shall remain on the job until its completion unless removed by the Business Representative for cause.

The Business Representative of the Union shall have free access to any shop or job where members of this bargaining unit are employed to interview members of the Union, the foreman, or employers for any business in connection with the performance of his office. The steward shall have authority to require the observance of working rules and union conditions in such shop or job.

The duly authorized Union representative shall be permitted to visit the shop or job during work hours to interview the Employer or employees. The Union representative shall notify the Employer before entering the plant or job site area.

ADDENDUM 11
(Tools – Hand and Power)

A. Journeymen or apprentice sheet metal workers are required to have all necessary hand tools in good condition as required for the execution of their work.

B. All power tools, welding equipment, speed wrenches and vice grips will be furnished by the contractor in their entirety. Ten (10) minutes shall be allowed for cleanup on all industrial jobs or remodeling work or additions when extremely dirty conditions exist. An ample amount of time shall be allowed for picking up tools. The company shall be responsible for all of its own tools and equipment.

There shall be no limit on full use of tools provided by the Employer, provided that the tools are safe and will not cause damage or injury if used properly.

C. It shall be the responsibility of each and every employee to see to it that all tools furnished by the Employer shall receive proper care and shall be properly secured.

ADDENDUM 12

(Picket Line)

It shall not be a violation of this Agreement, and it shall not be a cause for discharge, if any employee covered by this Agreement refuses to cross a picket line.

ADDENDUM 13

(Unemployment Compensation)

All Employers party to this Agreement and other contractors shall provide and carry unemployment and compensation insurance.

ADDENDUM 14

(Trust Documents)

The Employer agrees to be bound by all trust documents establishing the Sheet Metal Workers National Pension Fund, Sheet Metal Workers' Education Fund, Health and Benefit Trust Fund, SASMI, ITI, National Industry Fund and any other funds established by this Agreement. The Employer further agrees to be bound by any amendments to said trusts that have been properly adopted by the trustees of said funds in accordance with the law. The Employer agrees to be bound by all trust agreements establishing the funds negotiated in this Agreement as if they were fully outlined and part of this Agreement.

ADDENDUM 15

(Employer Rights)

In the exercise of its functions of the management, the Employer shall have the right to plan, direct and control the operation of all his work, hire employees, direct working forces, choose and assign all supervision, assign employees to their job, discharge, suspend or discipline for proper cause, transfer, promote and demote employees, lay off employees because of lack of work or other legitimate reason, request employees to observe the Employer's regulations and safety rules not inconsistent with this Agreement, regulate the use of all equipment and other property of the Employer, decide the amount of equipment to be used, the number of employees to be needed, and shall be free to contract work anywhere, and shall be free to decide the methods of work and the source from where the material and equipment is obtained, provided such material and equipment is Union made, provided that the Employer will not use these rights for the purpose of discrimination against any employee. To the extent this paragraph may be inconsistent with any more specific provisions of this Agreement, such more specific provisions shall control.

ADDENDUM 16

(Eating Area – Sanitary Facilities)

Adequate room and properly heated shelter shall be provided on all construction jobs for employees to eat. Such an area could be provided within the building construction. Proper sanitary facilities must be provided when the sheet metal contractor is the prime contractor, unless provided by the owner. On jobs of

limited duration or size, the Business Representative and contractor will mutually agree on required sanitary and eating facilities.

ADDENDUM 17
(Separability Clause)

If pursuant to Federal or State law, any provisions 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.

ADDENDUM 18
(Hold Harmless Clause)

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 of the procedures therein provided, expressly waive and relinquish in their individual and their representative capacities, any and all potential claim 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 Board or Panel are arbitrators performing a quasi-judicial function.

ADDENDUM 19
(Light Commercial Rate of Pay, Rules, Holidays)

SECTION 1.(a) This Addendum covers the rate of pay, rules and working conditions of all employees of the Employer engaged in the fabrication, erection, installation, repairing and replacing of all light commercial heating and air conditioning systems.

(b) Light commercial work covered by this Addendum shall be defined as the fabrication, erection, installation, repairing and replacing of all jobs of \$50,000 or less in value for shop and field labor. Residential workers will be allowed to work on light commercial work at the residential rate and fringes.

(c) Other jobs of questionable nature may be considered under the provisions of the Addendum by approval under Resolution 78.

(d) The contractor will be responsible for the employees check stub to identify the amount of hours worked at the Light Commercial rate, or add a print out of those hours in the employee's pay envelope.

SECTION 2. Light commercial shall be defined as applying to work on any single building or multiple tenants building where each individual space is individually conditioned by a separate and independent unit or system.

SECTION 3. The Employer agrees that none but journeymen, apprentice and preapprentice sheet metal workers shall be employed on any work described in

Section 1 of this Addendum and shall be paid pursuant to Section 7 of this Light Commercial Addendum.

SECTION 4. (a) The regular working day shall consist of eight (8) hours' labor in the shop or on the job between eight (8:00 a.m.) and five (5:00 p.m.) 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 Addendum, 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. (See Addendum 3)

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

(b) 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: All work performed on holidays shall be paid at two (2) times the regular hourly rate. All hours worked after eight (8) consecutive hours on Saturday and all hours worked on Sunday or holidays will be paid at double time.

(c) 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 local 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.

(d) Shift work and the pay and conditions therefor 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 4)

SECTION 5. (a) MAINTENANCE, REPLACEMENT WORK: By mutual agreement of the job site local union and employer, a four (4) day work week consisting of four (4), ten (10) hour days between the hours of six (6:00 a.m.) and six (6:00 p.m.) may be scheduled Monday through Thursday of each week. Unless prohibited by local, state or federal law, all full-time and part-time labor performed during the hours described in Section 5 shall be recognized as regular working hours and paid for at the regular hourly rate.

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

A makeup day may be scheduled by mutual consent on Friday (if a four (4) day week is scheduled however, at least eight (8) hours of work must be scheduled on the makeup day. No employee shall be discharged or discriminated against for refusal to work the makeup day. Employees will be paid at the basic straight time hourly wage rate for makeup days. It is recognized that the makeup day can cause employees to work over forty (40) hours in a work week. Whether the regular work week to be a scheduled four (4) day or five (5) day work week, when an employee's accumulated hours of work on regular work days of the scheduled work week and the hours of work on regular work days of work on a makeup day exceed forty (40) hours of work, then the employee shall be paid at the rate of time and one-half (1-1/2) the basic straight time hourly wage rate for all hours in excess of forty (40) hours. When overtime is worked and it runs into the next day on a continuous shift, it shall be overtime regardless of what day of the week it may be.

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

SECTION 6. The employee shall be responsible for replacement of tools and instruments furnished by the Employer which have been damaged or lost through neglect.

SECTION 7. (a) The regular basic hourly wage rate for journeymen sheet metal workers covered by this **Light Commercial** Addendum to the Zone 5 Agreement shall be at eighty-five percent (85%) of the building trades rate on all work up to \$50,000 or less, for shop and field labor.

Base Wage (figured @)	- 85% Building Trades Journeyman Base Rate
National Pension	- Rehab Plan
Supp Savings Plan	- 40% BT Journeyman Rate (see *2016-Neg Note)
Health Care Plan	- 100% BT Journeyman Rate
SASMI (3%)	- SASMI Requirement
Education Fund/UPCC	- 100% BT Journeyman Rate
ITI/SMOHIT/NEMI	- 100% BT Journeyman Rate
Industry Fund	- 100% BT Journeyman Rate

Deducts are figured as follows and deducted from the Base Rate:

Work Assessment = 1% total package minus Industry Fund (on all hours worked)

Youth to Youth = 100% BT (yty deduct)

MSBT = 100% BT (msbt deduct)

PAL = 100% BT (pal deduct)-voluntary

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

**NSSP Note: (National Supplemental Savings Plan) When the Building Trades members vote to disburse an increase to the NSSP from the current \$2.00 all other classifications shall be based at 40% the Journeyman rate.*

NOTE: SASMI is three percent (3%) of the total gross earnings including Health Care Plan and Pension totals

(b) A graduated wage scale for **light commercial apprentices** shall be established and maintained on the following percentage basis of the established wage rates and benefit package:

1 st and 2 nd Yr Base Wage	-	Based on 60% Light Commercial Base
3rd Yr, 1st Half Base Wage	-	Based on 62.5% of Light Commercial Base
3rd Yr, 2 nd Half Base Wage	-	Based on 65% of Light Commercial Base
4th Yr, 1 st Half Base Wage	-	Based on 67.5% of Light Commercial Base
4th Yr, 2 nd Half Base Wage	-	Based on 72.5% of Light Commercial Base

National Pension	-	Rehab Plan
Supp Savings Plan	-	40% BT Journeyman Rate (see *2016-Neg Note)
Health Care Plan	-	100% BT Journeyman Rate
SASMI (3%)	-	SASMI Requirement
Education Fund/UPCC	-	100% BT Journeyman Rate
ITI/SMOHIT/NEMI	-	100% BT Journeyman Rate
Industry Fund	-	100% BT Journeyman Rate

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

Youth to Youth/Voted on by the Membership (Deduct/Disbursement)

MSBT = 100% BT (msbt deduct)

PAL = 100% BT (pal deduct)-voluntary

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

**NSSP Note: (National Supplemental Savings Plan) When the Building Trades members vote to disburse an increase to the NSSP from the current \$2.00 all other classifications shall be based at 40% the Journeyman rate.*

NOTE: SASMI is three percent (3%) of the total gross earnings including Health Care Plan and Pension totals.

The apprentice ratio for the work under this Addendum shall be one (1) apprentice for each two (2) journeymen so employed.

(c) No employee shall suffer a reduction in wages by the adoption of this Addendum unless he voluntarily agrees to accept employment at the conditions contained herein.

SECTION 8. (a) The Employer agrees to be bound by the wages, hours and working conditions contained in the local basic or local Building Trades Standard Form of Union Agreement on any work performed on commercial or industrial establishments or on any work not specified in Sections 1 or 2 of this Addendum.

(b) All work covered by the Davis-Bacon Act shall be excluded from provisions of this Addendum.

ADDENDUM 20

(Apprentice School and Pay Scale)

SECTION 1. Training for apprentices shall consist of two days per month, as directed by the Local Joint Apprenticeship and Training Committee. The Union shall supplement the apprentice health and welfare contribution for all apprentice school hours (see Addendum 5 notes).

SECTION 2. The rate of pay and benefit package for **building trades apprentices** shall be as follows:

First year	first half -50%	second half - 50%
Second year	first half -55%	second half - 60%
Third year	first half - 65%	second half -70%
Fourth year	first half - 75%	second half - 80%
Base Wage	-Based on Year & half % of BT Base	
National Pension	- Rehab Plan	
Supp Savings Plan	- 40% BT Journeyman Rate (see *2016-Neg Note)	
Health Care Plan	- 100% BT Journeyman Rate	
SASMI (3%)	- SASMI Requirement	
Education Fund/UPCC	- 100% BT Journeyman Rate	
ITI/SMOHIT/NEMI	- 100% BT Journeyman Rate	
Industry Fund	- 100% BT Journeyman Rate	

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

Youth to Youth/Voted on by the Membership (Deduct/Disbursement)

MSBT = 100% BT (msbt deduct)

PAL = 100% BT (pal deduct)-voluntary

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

**NSSP Note: (National Supplemental Savings Plan) When the Building Trades members vote to disburse an increase to the NSSP from the current \$2.00 all other classifications shall be based at 40% the Journeyman rate*

The National Pension Fund contribution shall be at the same percentage rate of the apprentice, i.e., 45% rate of pay shall pay 45% to the National Pension Fund. ITI \$0.12; NEMI \$0.03; SMOHIT \$0.02.

ADDENDUM 21

(Article XII – Preapprentices)

SECTION 1. (a) An Employer, when requiring the services of a preapprentice, shall contact the Local Business Representative/Joint Apprenticeship and Training Committee requesting an employee. The Union may choose to fill the vacancy or allow the contractor to fill the position from someone of his choosing.

Preapprentices shall be entitled to health benefits at reduced rate currently available through the existing health care plan on the 91st day after employment.

(b) 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 following basis:

Journeyman	Apprentice	Pre-apprentice(s)
1	1	1
2	1	1
3	2	1
4	2	1
5	2	1
6	2	1
7	3	2
8	3	2
9	3	2
10	4	3
11	4	3
12	4	3
13	5	4
14	5	4
15	5	4
16	6	5
17	6	5
18	6	5
ETC.		

SECTION 2. The ratio of preapprentices to journeymen shall apply for layoff. Any Employer who lays off an apprentice must hire that apprentice back before additional apprentices are hired.

SECTION 3. Preapprentices shall meet all requirements of the Local Joint Apprenticeship and Training Committee, and shall be evaluated at the end of the first contract year to be placed on apprentice waiting list in conformance with local committee standards. No preapprentice shall be retained beyond one (1) year unless he has been found to be qualified as an applicant.

SECTION 4. All apprentices and preapprentices are to be under the supervision of a journeyman.

SECTION 5. Preapprentices will not be allowed to travel. They will come from the area of the job.

SECTION 6. No Employer shall hire more than six (6) preapprentices within the ratio outlined in Section 1 of the Article.

SECTION 7. **Preapprentices base wages** are paid at 40% of the Building Trades Journeyman base rate with the following fringe package:

National Pension - 5% BT Journeyman rate (after the 90th day)

Health Care Plan - *reduced rate/Health Care Plan (after the 90th date)

Note: *as of June 2019 -reduced Health Care rate is at \$5.40

ITI/SMOHIT/NEMI - 100% BT Journeyman Rate (after the 90th day)

ADDENDUM 22

(Article X Section 8)

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

ADDENDUM 23

(Article XIII – Classified Workers)

Delete Article XIII of the Standard Form of Union Agreement.

ADDENDUM 24

(Substance Abuse Policy)

Sheet Metal Workers Local 7, Zone 5, and the Upper Peninsula Mechanical Contractors Association/Sheet Metal Division adopted the Substance abuse testing and treatment Policy for Local Union's affiliated with the U.P. Building Trades Council. (adopted October 10, 1994) and the U.P. Construction Industry Drug and Alcohol and Program (Where applicable). Copies are available upon request from Local 7, Zone 5 or Michigan Chapter SMACNA.

ADDENDUM 25
(National Pension Fund)

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

1. For the duration of this Agreement and any renewals or extensions thereof, the Employer will contribute to the NPF the negotiated rate per this Agreement and as required by the First Alternative Schedule in effect at the time the increases are due and the Trust Document, for each hour or part of an hour for which an Employee covered by this Agreement receives the basic hourly wage rate. Contributions for those hours for which wages are paid at time and one half or double time wage rates will be made to the Fund at one and one-half (1½), or two (2) times the hourly NPF Contribution Rate respectively, unless this Agreement does not require the contributions for any other fund be increased at one and on-half, or two times the hourly contribution rate respectively, for such hours. The Employer shall contribute for hours for which payment is due to the employees under this Agreement such as vacation time, sickness, absences and school, unless no funds for which cents-per-hour contributions are due under this Agreement require payment for hours for which a Covered Employee is paid but does not perform services. ***Note: This Agreement is paid at Straight time (40 hours)**
2. Contributions shall be paid starting with the employee's first day of Covered Employment (as defined in the Plan Document).
3. All contributions shall be made at such time and in such manner, as the Trustees require. Employers shall submit a remittance report and the required contributions to the Fund Office no later than the twentieth (20th) of the month following the month when Covered Employment was performed. Employers should report and contribute via the Fund's on-line reporting and remittance system at www.smwnpf.org

4. The Fund may audit the Employer's financial, payroll, wage, job or project records for determining the accuracy of Fund contributions and the Employer's ability to meet its contribution obligations. If the audit reveals that an Employer made inaccurate contributions or failed to pay contributions in full, Employer agrees to pay interest, liquidated damages and fees, as the Trust Document requires. Failure to timely pay and file remittance reports constitutes a delinquency in violation of the Employer's obligation under this Agreement, the Trust Document and ERISA. The Trustees may take whatever steps they deem necessary, including legal action and termination of the Employer and/or termination of Covered Employment for service with the Employer, to collect such delinquent payments, notwithstanding any other provisions of this Collective Bargaining Agreement.

ADDENDUM 26
(Safety and Training)

Sheet metal workers shall complete OSHA 10 and OSHA 30 training as well as 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 associated with such training as well as the cost associated with providing instruction shall be paid for by the Local Joint Apprenticeship and Training Fund.

ADDENDUM 27
(MSHA/Industrial Work)

"MSHA/Industrial Work" is a new classification and is defined as work being performed by the employees who are MSHA/certified and when employed on a work-site that requires MSHA-certified Mechanics.

**"Industrial Work" is defined as work industrial in nature generally defined as operations related to heavy manufacturing and production, including but not limited to steel and paper mills, motor vehicle production facilities, pharmaceutical plants, chip manufacturing plants, refineries, nuclear and fossil fueled power generating facilities, chemical plants, and other project sites where work that is to be performed is industrial in nature, as mutually agreed upon by the Business Manager and the contractor.

ADDENDUM 28
(Fabrication Outside Zone 5)

With respect to any such material or equipment referred to in 2(a) above, delivered to a job site, within the jurisdiction of Local Union No. 7, Zone 5 (Upper Peninsula), the shipment shall be accompanied by a voucher on a form provided by the Local Union which shall be provided to the steward on the job and shall contain the following information: 1. A list of each separate item contained in the shipment; 2. With respect to each item, a certified payroll or sworn statement attesting to the number of hours expended in its manufacture, assembly or fabrication; and 3. The situs 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 Union 7 Zone 5 (Upper Peninsula) or audit upon request. It is further agreed that an appropriate Union Label will be affixed to each item on said voucher.

ADDENDUM 29
(Co-op Classification)

Any part time employee / student, who has met the state mandated requirements, 19 years of age or younger without a high school diploma may work for a contractor at the current Michigan Minimum Wage rate per hour with no fringe benefits.

Limit one (1) per shop.

RESIDENTIAL AGREEMENT

SECTION I

A. This Addendum covers the rate of pay, rules and working conditions of all residential class employees of the Employer engaged in the fabrication, erection, installation, repairing, replacing or servicing of all residential heating and air conditioning systems and the architectural sheet metal work on such residences.

B. Other jobs of questionable nature may be considered under the provisions of the Addendum by approval under Resolution 78.

SECTION II

Residential shall be defined as applying to work on any single family dwelling.

SECTION III

The Employer agrees that none but residential journeymen sheet metal workers shall be employed on any work described in Section I of this Addendum and shall be paid pursuant to Section VII of this Residential Addendum.

SECTION IV

A. The work week shall consist of a forty (40) hour week divided into five (5) work days of eight (8) hours each running from Monday through Saturday. Saturday will be considered a makeup day. The work day shall consist of eight (8) hours, exclusive of the lunch period, starting at seven (7:00 a.m.) and ending at five (5:00 p.m.). However, the regular hours may be adjusted for inclement weather conditions by mutual consent of the parties to this Addendum.

B. All work performed outside the regular working hours during the regular work week shall be compensated for at time and one-half (1-1/2) the basic hourly residential wage rate.

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

SECTION V – SERVICE, MAINTENANCE, REPLACEMENT WORK

A. The work week shall consist of a scheduled forty (40) hour week. All work performed beyond the forty (40) hours shall be compensated for at one and one-half (1-1/2) times the basic hourly residential wage rate.

B. In the event a second or third shift is necessary, the work hours and premium pay shall be mutually agreed upon and incorporated as part of this

addendum, but in no case shall it exceed fifteen percent (15%) of the base wage rate for the second shift or twenty-five percent (25%) of the base rate wage for the third shift. Shift work shall not be considered as such unless established for a period of five (5) days or more.

SECTION VI

- A. The employee shall be responsible for replacement of tools and instruments furnished by the Employer which have been damaged or lost through neglect.

SECTION VII

- A. The regular basic hourly wage rate for Residential Journeymen sheet metal workers covered by this Addendum shall be as follows:

Base Wage (figured @)	- 60% Building Trades Journeyman Base Rate
National Pension	- Rehab Plan
Supp Savings Plan	- 40% BT Journeyman Rate (see *2016-Neg Note)
Health Care Plan	- 100% BT Journeyman Rate
SASMI (3%)	- SASMI Requirement
Education Fund/UPCC	- 60% BT Journeyman Rate (see **2016-Neg Note)
ITI/SMOHIT/NEMI	- 100% BT Journeyman Rate
Industry Fund	- 100% BT Journeyman Rate

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

Work Assessment = 1% total package minus Industry Fund (on all hours worked)

Youth to Youth = 100% BT (yty deduct)

MSBT = 100% BT (msbt deduct)

PAL = 100% BT (pal deduct)-voluntary

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

**NSSP Note: (National Supplemental Savings Plan) When the Building Trades members vote to disburse an increase to the NSSP from the current \$2.00 all other classifications shall be based at 40% the Journeyman rate.*

***Education Fund/UPCC Note: When the Building Trades members vote to disburse an increase to the Education Fund/UPCC from the current \$0.88 the Residential (60%) classification shall be based at 60% the Journeyman rate.*

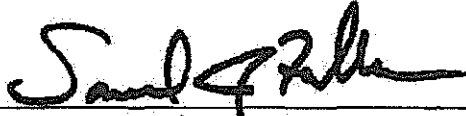
- B. Residential sheet metal workers may make application for building trades status after six (6) years as a SMART member at residential rate and approval of the examining committee.

- C. The Employer agrees that no current working employee shall suffer a reduction in wages or benefits due to the signing of this Addendum.

In witness whereof, the parties hereto affix their signatures and seal this first day of July 2022.

LOCAL UNION NO. 7-SM, ZONE 5
OF THE
INTERNATIONAL ASSOCIATION OF SHEET METAL,
AIR, RAIL AND TRANSPORTATION WORKERS
Samual J. Fuller, Greg Faust, Brandon Langenfeld, Joseph Occhiette

UPPER PENINSULA MECHANICAL CONTRACTORS ASSOCIATION/
SHEET METAL DIVISION
Sandy King, Cory Bushong, Jan Green, Carl Vonk, Craig Harris

For the Union: 

For the Association: 

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

Company name (please print)

Owner or Principal (please print)

Signature of Owner or Principal

Date signed

Address

Tax ID#

City

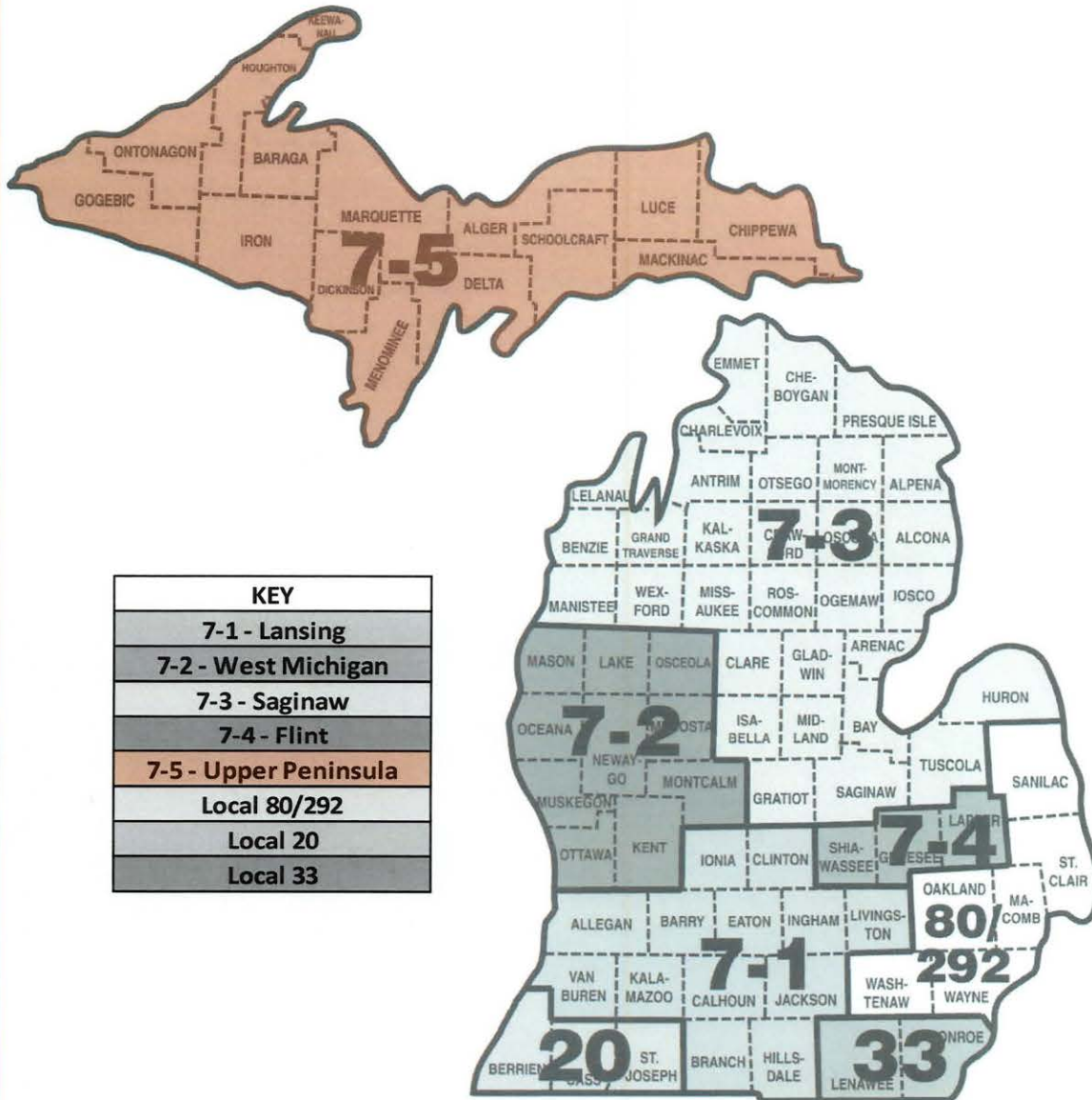
State

Zip Code

Telephone

Fax

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