

AGREEMENT

between

SMACNA OF NORTHERN ILLINOIS, INC.

and the

SMART LOCAL 219

(The Union for Winnebago, Boone, Dekalb, Ogle, Lee, Carroll, Whiteside, Stephenson & JoDaviess Counties to Highway 78)

JUNE 1, 2020

TO

MAY 31, 2023





SMACNA of Northern Illinois, Inc.

4081 N. Perryville Road
Loves Park, Illinois 61111
Phone: 815-226-1764
Fax: 815-226-1775



SMART Local 219

3316 Publishers Drive
Rockford, Illinois 61109
Phone: 815-874-6641
Fax: 815-874-5182



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SMACNA OF NORTHERN ILLINOIS, INC.

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(The Union for Winnebago, Boone, Dekalb, Ogle, Lee, Carroll, Whiteside, Stephenson & JoDavie's Counties to Highway 78)

JUNE 1, 2020 TO MAY 31, 2023



UNION MEETINGS

Monthly Meetings on the 4th Tuesday at 6:30 p.m.

Sign up for text alerts at www.smwlocal219.com

HELPFUL LINKS

SMART Local 219

www.smwlocal219.com

Email: smart219@smwlocal219.org

815-874-6641

Like us on facebook

SMACNA of Northern Illinois

www.smacna-nil.org

www.hvacillinois.com

Email: nilsmacna@sbcglobal.net

815-226-1764

SMART International

www.smart-union.org

800-457-7694

SMACNA National

www.smacna.org

703-803-2980

Insurance Office

Mutual Medical of Rockford

www.mutualmedical.com

3316 N Publishers Drive

Rockford, IL 61109

Benefit or Claims Questions: 815-874-9996

ECOH Provider Listing:

www.ecoh.com

800-990-3204

Local Pension (Retirement Savings) Fund

John Hancock Retirement Plan Services

800-294-3575

www.myplan.johnhancock.com

National Pension Fund

www.smwnpf.org

800-231-4622

Local Remittance (Employers)

For contribution to all local funds:

www.smwlocal219.com

Due the 15th of the month

National Remittance (Employers)

For contributions to all national funds:

www.smwnbf.org

Due the 15th of the month

I Want SMART

Residential/Service Contractor Listing

www.iwantsmart.com

STANDARD FORM OF UNION AGREEMENT

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

Agreement entered into June 1, 2020 by and between SMACNA of Northern Illinois, Inc and each business establishment individually, whether represented by a contractor association or not, hereinafter referred to as the Employer or SMACNA, and Local Union #219 of the Sheet Metal, Air, Rail and Transportation International Association (SMART), referred to as the Union or Local 219, for Winnebago, Boone, Dekalb, Ogle, Lee, Carroll, Whiteside, Stephenson and JoDavie Counties to Highway 78.

ARTICLE 1 SCOPE OF WORK

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 SMART .

ARTICLE 2 SUBCONTRACTING **Amended in Addendum 10**

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 3 JURISDICTION

SECTION 1. The Employer agrees that none but journeymen, apprentice, pre-apprentice and classified sheet metal workers shall be employed on any work described in Article 1 and further, for the purpose of proving jurisdiction, agrees to provide the Union with written evidence of assignment on the 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 re-

vised from time to time, as agreed to by and between SMACNA and SMART shall be provided to the Employer.

ARTICLE 4 FURNISHING OF EMPLOYEES

SECTION 1. The Union agrees to furnish upon request by the Employer duly qualified journeymen, apprentice, pre-apprentice, and classified sheet metal workers in sufficient numbers as may be necessary to properly execute work contracted for by the Employer in the manner and under the conditions specified in this Agreement. (See Addendum 7)

ARTICLE 5 UNION SECURITY

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

SECTION 2. The Union may request recognition as the exclusive collective bargaining agent for all employees employed by the Employer in the classifications and geographic jurisdiction covered by this Agreement, whether or not they are members of the Union. In determining whether the union has the support of a majority of the Employer's employees, such showing may be based upon either a majority of those employed at the time such recognition is requested, or, a majority of those eligible to vote under the National Labor Relations Board's Steiny-Daniel formula. No later than 10 days following the Union's request, the Employer shall review employees' 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 10 of this Agreement shall be the sole and exclusive means of resolving any dispute concerning this provision. (See Addendum 21)

SECTION 3. If during the term of this Agreement the Labor Management Relations Act of 1947 shall be amended by Congress in such manner as to reduce the time within which an employee may be required to acquire union membership, such reduced time limit shall become immediately effective instead of and without regard to the time limit specified in Section 1 of this Article.

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

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

ARTICLE 6 WORKDAY, WORKWEEK, HOLIDAYS AND SHIFT WORK
Amended in 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 (1½) 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, the Friday after Thanksgiving, 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 at two (2) times the basic rate of pay. (Amended in Addendum 3, Section 2)

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

SECTION 4. Shift work and the pay and conditions therefore shall be only as provided in written addenda attached to this Agreement. Energy conservation—Retrofit work performed outside the regular work day in occupied buildings shall be performed under shift work conditions to be established by the local parties or by the National Joint Adjustment Board on the request of either party, if not locally provided. (Amended in Addendum 3, Section 4)

ARTICLE 7 TRAVEL

Amended in Addendum 2

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

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

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

ARTICLE 8 WAGES AND FRINGE BENEFITS

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 1 of this Agreement is set forth in Addendum 1, except hereinafter specified in Section 2 of this Article.

SECTION 2. On all work specified in Article 1 of this Agreement, fabricated and/or assembled by journeymen, apprentices, pre-apprentices 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 SMART, 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 2 and Section 1 of Article 3 shall not be applicable to the manufacture for sale to the trade or purchase of the following items:

1. Ventilators
2. Louvers
3. 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, pre-apprentice 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 1 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 SMART, 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 SMART 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 8, the term "wage scale" shall include the value of all applicable hourly contractual benefits in addition to the hourly wage rate provided in said Sections.

SECTION 8. Welfare benefit contributions shall not be duplicated.

When sheet metal workers are employed temporarily outside the jurisdiction of their home local union, the parties signatory to this Agreement agree to arrange through the Local 219 Employee Benefit Trust Fund to transmit health and welfare contributions made on behalf of the employee to the Health and Welfare Trust Fund in the employee's home local union.

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

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

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

SECTION 9. Wages at the established rates specified herein shall be paid in cash or other legal tender in the shop or on the job at or before quitting time on the same day of each week, to be designated by the Employer, 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. (Amended in Addendum 1, Section 11)

SECTION 10. Journeymen, apprentice, pre-apprentice 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. (Amended in Addendum 1, Section 7)

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 1 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 SMART 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 SMACNA Northern Illinois Industry Fund. (Amended in Addendum 1, Section 25)

(c). The IFUS shall submit to SMART 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 SMART 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 SMART directly to the National Joint Adjustment Board under the provisions of Article 10 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/she deems appropriate for violation of this Section, including termination of the Employer's obligation to contribute to the IFUS. The authority of the Arbitrator is expressly limited to a determination of a deadlocked issue under this Section, (Section 12, Article 8), 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 SMACNA Northern Illinois Industry Fund the hourly contribution rate established by the trustees of such local industry fund. The trustees of the local industry fund shall notify the local union of any changes to the established contribution rate prior to such change becoming effective. The Employer shall contribute said amount for each hour worked on and after the effective date of this Agreement by each employee of the Employer covered by this Agreement. Payment shall be made monthly on or before the 20th day of the succeeding month. (See Addendum 1, Section 25)

(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 10 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 Employer 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 Sheet Metal Workers National Benefit Fund.

Effective as of the date of this Agreement, the Employer 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 Sheet Metal Workers National Benefit Fund.

Effective as of the date of this Agreement, the Employer 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 Sheet Metal Workers National Benefit Fund.

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

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

SECTION 16. In the event that the Employer becomes delinquent in making contributions to any national or local Fund, the Union may withdraw all employees from the service of the Employer within five (5) 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. (Amended in Addendum 12, Section 3)

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. (Amended in Addendum 13)

(b). When an Employer is performing any work specified in Article 1 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 SMART, 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 two (2) consecutive months. (See Addendum 12, Section 3)

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. (See Addendum 1, Section 25)

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

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

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

ARTICLE 9 TOOLS AND TRANSPORTATION

SECTION 1. Journeymen, apprentice, pre-apprentice 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. (See Addendum 8)

SECTION 2. Journeymen, apprentice, pre-apprentice 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 10 GRIEVANCE PROCEDURES

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. The local Employers' Association, on its own initiative, may submit grievances for determination by the Board as provided in this Section. Except in the case of a deadlock, a decision of a Local Joint Adjustment Board shall be final and binding.

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

SECTION 3. Grievances not disposed of under the procedure prescribed in Section 2 of this Article, because of a deadlock or failure of such Board to act, may be appealed jointly or by either party to a Panel, consisting of one (1) representative appointed by the Labor Co Chairman of the National Joint Adjustment Board and one (1) representative appointed by the Management Co Chairman of the National Joint Adjustment Board. Appeals shall be mailed to the National Joint Adjustment Board.* Notice of appeal to the Panel shall be given within thirty (30) days after

termination of the procedures prescribed in Section 2 of this Article. Such Panel shall meet promptly but in no event more than fourteen (14) calendar days following receipt of such appeal, unless such time is extended by mutual agreement of the Panel members. Except in case of deadlock, the decision of the Panel shall be final and binding.

In establishing the grievance procedure of the Standard Form of Union Agreement, it was the intent of SMART and the Sheet Metal and Air Conditioning Contractors' National Association, Inc. (SMACNA 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 (Amended in Addendum 22). 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 10.

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

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

SECTION 11. In administering and conducting dispute resolution activities under the arbitration procedures of the Standard Form of Union Agreement, the National Joint Adjustment Board, SMART, SMACNA, 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 11 APPRENTICE TRAINING PROGRAM

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 (See Addendum 1), hours (See Addendum 3), 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 coop-

erate 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 Program, 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. (Amended in Addendum 4, Section 1)

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. (Amended in Addendum 4, Section 2)

SECTION 6. A graduated wage scale as shown below, based on the journeyman base 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% |

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 12 SAFETY AND SUBSTANCE ABUSE PROGRAM

SECTION 1. Sheet metal workers shall complete 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. (See Addendum 9)

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.

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 18)

ARTICLE 13 PRE-APPRENTICES

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 pre-apprentices on the basis of one (1) pre-apprentice 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) pre-apprentice. Any apprentice of the Employer on layoff at the effective date of this Agreement must be rehired before said Employer is entitled to any pre-apprentice. Thereafter, the same conditions and ratios shall apply. (Amended in Addendum 4)

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

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

The wage scale for preapprentices shall be a minimum of thirty percent (30%) of the wage rate for journeymen sheet metal workers. Health and welfare coverage shall be arranged on behalf of the preapprentices by the parties. (See Addendum 1)

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 14 CLASSIFIED WORKERS **Voided in Addendum 20**

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

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

ARTICLE 15 LABOR MANAGEMENT COMMITTEE

SECTION 1. SMACNA and SMART are committed to promoting productive and cooperative labor-management relations. In furtherance of this goal, the local Employers' association and local Union agree to establish a labor-management committee which shall meet on a regular basis, but not less often than quarterly, to discuss industry issues of mutual concern. Such committees will strive to improve communications, understand and respond to industry direction and trends, and resolve common issues collaboratively. (Amended in Addendum 1, Section 23)

ARTICLE 16 NON-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 17 CONDITIONS OF THIS AGREEMENT Amended in Addenda 22 and 23

SECTION 1. This Agreement and Addenda Numbers 1 through 23 attached hereto shall become effective on the 1st day of June, 2020 and remain in full force and effect until the 31st day of May, 2023 and shall continue in force from year to year thereafter unless written notice of reopening is given not less than ninety (90) days prior to the expiration date. In the event such notice of reopening is served, this Agreement shall continue in force and effect until conferences relating thereto have been terminated by either party by written notice, provided, however, that, if this Agreement contains Article 10, 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 10, 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 10, 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 SMACNA of Northern Illinois, Inc. to act as its collective bargaining representative for all matters relating to this Agreement. The parties agree that the Employer will hereafter be a member of the multi employer bargaining unit represented by said Association unless this authorization is withdrawn by written notice to the Association and the Union at least one hundred and fifty (150) days prior to the then current expiration date of this Agreement.

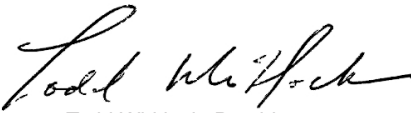
In witness whereof, the parties hereto affix their signatures and seal this 1st day of June, 2020. THIS STANDARD FORM OF UNION AGREEMENT HAS PROVIDED FOR THE INCLUSION OF PREAPPRENTICES AND A REDUCTION OF THE WAGE SCHEDULE FOR NEW APPRENTICES. THE PURPOSE OF THIS IS TO MAKE CONTRACTORS MORE COMPETITIVE WITH NON UNION COMPETITION. TO ACHIEVE THAT OBJECTIVE EMPLOYERS AGREE TO MINIMIZE MULTIPLE MARKUPS.

The Standard Form of Union Agreement is a recommended contract form that is revised from time to time by the Sheet Metal, Air, Rail and Transportation International Association and the Sheet Metal and Air Conditioning Contractors' National Association, Inc. In establishing such a recommended contract form, neither the Sheet Metal, Air, Rail and Transportation International Association, nor the Sheet Metal and Air Conditioning Contractors' National Association, Inc. has acted as the bargaining representative of any entity that may adopt all or part of the language of the Standard Form of Union Agreement. Furthermore, neither the Sheet Metal, Air, Rail and Transportation International Association nor the Sheet Metal and Air Conditioning Contractors' National Association, Inc., shall be deemed to be a party to any such collective bargaining agreement including such language.

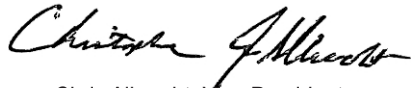
SMART LOCAL 219



Joseph Cook, Business Manager/FST and Labor Chair



Todd Whitlock, President

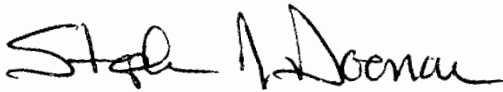


Chris Albrecht, Vice President



John McNamara, Trustee

SMACNA OF NORTHERN ILLINOIS, INC.



Stephen Doonan, Management Chair



Judd Gastel, President



Bruce Middleton, Past President



Todd Byxbe, Director

SMART Local 219/SMACNA Northern IL Wage Rates June 1, 2020 - May 31, 2021



| | Building Trades Janun | | Foreman (Rate + 10% above RT) Toolbox) | Sup'l (Rate + 10% above RT) Toolbox) | Residential Janun | Industrial Worker | Pre- Apprentice | Apprentices | | | | | | | | | |
|--|----------------------------------|----------|---|---|----------------------|----------------------|--------------------|-------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| | 6/1/2020 Allocation Change | | | | | | | 1st Year | | 2nd Year | | 3rd Year | | 4th Year | | 5th Year | |
| | 2020 | 2021 | | | | | | 1st Half | 2nd Half | 1st Half | 2nd Half | 1st Half | 2nd Half | 1st Half | 2nd Half | 1st Half | 2nd Half |
| Gross Taxable Wage | \$ 1.60 | \$ 44.49 | \$ 48.87 | \$ 48.80 | \$ 33.54 | \$ 17.89 | \$ 13.82 | \$ 18.20 | \$ 20.39 | \$ 22.58 | \$ 24.77 | \$ 26.96 | \$ 29.15 | \$ 31.34 | \$ 33.54 | \$ 35.73 | \$ 37.92 |
| <i>Payroll Deductions</i> | | | | | | | | | | | | | | | | | |
| SMPI Deduction (Membership (0.04) Market (0.03) (Total 0.07)) | 0.07 | 0.67 | 0.67 | 0.67 | 0.67 | 0.67 | 0.67 | 0.67 | 0.67 | 0.67 | 0.67 | 0.67 | 0.67 | 0.67 | 0.67 | 0.67 | 0.67 |
| Hourly Working Assessment (on fringe) | - | 0.78 | 0.78 | 0.43 | 0.65 | 0.43 | 0.27 | 0.46 | 0.49 | 0.52 | 0.54 | 0.57 | 0.59 | 0.62 | 0.65 | 0.67 | 0.70 |
| Working Assessment (% of Gross Wage) | - | 2.5% | 2.5% | 2.5% | 2.5% | 2.5% | 2.5% | 2.5% | 2.5% | 2.5% | 2.5% | 2.5% | 2.5% | 2.5% | 2.5% | 2.5% | 2.5% |
| <i>Employer Contributions (Based on Hours Paid: Benefits on Overtime/Doubletime Hours paid at Overtime/Doubletime Rates)</i> | | | | | | | | | | | | | | | | | |
| National Pension Fund | - | 7.86 | 7.86 | 3.14 | 5.90 | 3.14 | 0.39 | 3.14 | 3.54 | 3.93 | 4.32 | 4.72 | 5.11 | 5.50 | 5.90 | 6.29 | 6.68 |
| Retirement Savings Fund | 0.50 | 12.92 | 12.92 | 9.69 | 5.17 | 5.17 | 0.65 | 5.17 | 5.81 | 6.46 | 7.11 | 7.75 | 8.40 | 9.04 | 9.69 | 10.34 | 10.98 |
| Training Fund (Local) | 0.13 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 | 0.65 |
| Employee Benefit Fund | 0.35 | 7.83 | 7.83 | 7.83 | 7.83 | 7.83 | 7.83 | 7.83 | 7.83 | 7.83 | 7.83 | 7.83 | 7.83 | 7.83 | 7.83 | 7.83 | 7.83 |
| <i>Employer Contributions (Based on Hours Worked: Benefits on all hours paid at Regular Rate)</i> | | | | | | | | | | | | | | | | | |
| Retiree Subsidy Fund | 0.02 | 0.40 | 0.40 | 0.40 | 0.40 | 0.40 | 0.40 | 0.40 | 0.40 | 0.40 | 0.40 | 0.40 | 0.40 | 0.40 | 0.40 | 0.40 | 0.40 |
| Health Reimbursement Account | - | 0.50 | 0.50 | 0.50 | 0.50 | 0.50 | 0.50 | 0.50 | 0.50 | 0.50 | 0.50 | 0.50 | 0.50 | 0.50 | 0.50 | 0.50 | 0.50 |
| LNC (0.60), BT (0.04), PFR (0.05) | - | 0.69 | 0.69 | 0.69 | 0.69 | 0.69 | 0.69 | 0.69 | 0.69 | 0.69 | 0.69 | 0.69 | 0.69 | 0.69 | 0.69 | 0.69 | 0.69 |
| ITI, NEMI, SMOHIT | - | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 | 0.17 |
| Total Package | \$ 2.62 | \$ 75.53 | \$ 79.04 | \$ 79.91 | \$ 59.39 | \$ 35.12 | \$ 24.47 | \$ 36.77 | \$ 40.00 | \$ 43.23 | \$ 46.46 | \$ 49.69 | \$ 52.92 | \$ 56.14 | \$ 59.39 | \$ 62.62 | \$ 65.84 |
| <i>Additional Contractor Expense (Based on Hours Worked: Benefits on all hours paid at Regular Rate)</i> | | | | | | | | | | | | | | | | | |
| Industry Fund | 0.01 | 0.41 | 0.41 | 0.41 | 0.41 | 0.41 | 0.41 | 0.41 | 0.41 | 0.41 | 0.41 | 0.41 | 0.41 | 0.41 | 0.41 | 0.41 | 0.41 |
| Total Contractual Expense | \$ 2.63 | \$ 75.94 | \$ 79.45 | \$ 80.32 | \$ 59.80 | \$ 35.53 | \$ 24.88 | \$ 37.18 | \$ 40.41 | \$ 43.64 | \$ 46.87 | \$ 50.10 | \$ 53.33 | \$ 56.55 | \$ 59.80 | \$ 63.03 | \$ 66.25 |

2020-2021 Holidays per Collective Bargaining Agreement
 Independence Day: July 4, 2020
 Labor Day: September 7, 2020
 Thanksgiving Day: November 26, 2020
 Friday after Thanksgiving: November 27, 2020
 Christmas Day: December 25, 2020
 New Year's Day: January 1, 2021
 Memorial Day: May 31, 2021

**OVERTIME/DOUBLE TIME RATES ARE BASED
ON TOTAL GROSS TAXABLE WAGE**

| Future Package Adjustments | |
|----------------------------|---------------------|
| June 1, 2021 | \$ 2.72 |
| Industry Fund Increase | \$ 0.01 |
| June 1, 2022 | \$ 2.82 |
| Industry Fund Increase | \$ 0.01 |
| May 31, 2023 | Contract Expiration |

Contribution reports and payments are due on the 15th of each month and considered delinquent on the 20th

**ADDENDA TO STANDARD FORM OF
UNION AGREEMENT**

ADDENDUM 1 WAGE SCALES

Section 1. Local 219 Wage Rates. Refer to the attached schedule, effective June 1, 2020 or the updated schedule distributed June 1 of each subsequent year, for the basic minimum rate of wages and all fringe benefit contribution amounts for Employees covered by this Agreement (defined as Journeymen, Apprentice, Pre-Apprentice, Residential and Industrial sheet metal workers), when employed in the shop or on a job within the jurisdiction of the Union to perform any work specified in Article 1 of this Agreement.

Section 2. Benefit Fund Contribution Increases. Should the Trustees of the Employee Benefit Fund, Training Fund or Retirement Savings Fund, at any time during the term of this Agreement, deem it necessary for additional contributions, the funds will be allocated from the next increase, or if necessary prior to that, will be re-allocated from the current taxable wage.

Section 3. Residential Journeyman Wage Scale. Residential journeyman base wage, local and national pension contributions shall be seventy-five percent (75%) of building trades journeyman rates. Other fringe benefits shall be paid as follows:

| | |
|---|--|
| Working Assessment per hour contribution: | At a reduced rate (Refer to wage sheet) |
| All other fringe benefits: | At same rate as building trades journeyman |

Section 4. Pre-apprentice Wage Scale (Addendum to Article 13). The base wage for pre-apprentices shall be thirty percent (30%) of the building trades journeyman base wage. Fringe benefit contributions shall be paid as follows:

| | |
|---|--|
| Local Pension: | No contributions |
| National Pension Fund: | At 5% of building trades journeyman rate |
| Working Assessment per hour contribution: | At a reduced rate (Refer to wage sheet) |
| All other fringe benefits: | At same rate as building trades journeyman |

Section 5. Superintendent Wage Scale. The base wage for superintendents shall be ten percent (10%) above the building trades journeyman gross taxable wage. All fringe benefits shall be paid at the same rates as building trades journeyman. (See Addendum 6, Section 1 for more on Superintendent)

Section 6. Foreman Wage Scale. The base wage for foremen shall be eight percent (8%) above the building trades journeyman gross taxable wage. All fringe benefits shall be paid at the same rates as building trades journeyman. (See Addendum 6, Section 2 for more on Foreman)

Section 7. Show-up Pay/New Hires.

a. Show-up Pay. Employees covered by this Agreement who report for work by direction of the Employer, shall be entitled to a minimum of two (2) hours' pay at the established rate. (Addendum to Article 8, Section 10)

b. New Hires. Newly hired employees covered by this Agreement shall be paid for time spent completing new hire paperwork and drug testing, at the established rate, provided the employee does not test positive for prohibited substances.

Section 8. Employees on call. A journeyman will be paid foreman wages for all hours worked on the day that he/she is on call. If said journeyman is already receiving foreman wages, he/she will receive no additional pay when on call. An apprentice or pre-apprentice will receive the foreman differential (see Section 6 of this addendum) for all hours worked on the day that he/she is on call. On weekends, starting time shall begin at the shop or at the employee's residence, whichever is closest to the first call of the day. The day ends at the shop or at the employee's residence, whichever is closest to the last call of the day.

Section 9. Swing Seats, Swing Stage and Scaffolding Work Performed Above 35 Feet. Swing seats, swing stage and scaffolding work performed above 35 feet shall be paid at 10% above the gross taxable wage. All other mechanized equipment will be exempt.

Section 10. Nuclear Power Plant Work. Employees covered by this Agreement required to suit-up for work in a hazardous area of nuclear power plant shall receive \$2.00 per hour premium.

Section 11. Payroll Procedures. No more than three (3) days' pay will be withheld. If there is willful failure to comply, the Employee will report to work at the regular work day and succeeding working hours will be paid at the rate of time and one-half with pay continuing until paychecks are received. Alternative payroll procedures, i.e., electronic and/or automatic deposit may be established. An employee is considered paid when the electronic or automatic deposit files are shown to be transmitted to the payer's bank. (Addendum to Article 8, Section 9)

Section 12. Employees Injured on the Job. A sheet metal worker suffering an industry injury on the job or in the shop must report the injury immediately. The employee shall be paid for time spent seeking medical attention, if necessary, including travel time, up to the employee's regular working hours. If the doctor recommends that the patient go home, the employee will be paid by the Employer for the day in which the injury occurred, up to his/her normal working hours. If the doctor orders his/her return to work, the time spent seeking medical attention will be considered part of his/her normal working hours.

Section 13. Bob Custer Scholarship Fund. The Employer agrees to deduct from each Employee covered by this Agreement the hourly contribution rate established by this Collective Bargaining Agreement for each hour and part of an hour worked from his/her gross wages and remit these funds monthly according to the payment procedures outlined in Addendum 12.

Section 14. Market Recovery Fund. The Employer agrees to deduct from each Employee covered by this Agreement the hourly contribution rate established by this Collective Bargaining Agreement for each hour and part of an hour worked from his/her gross wages and remit these funds monthly according to the payment procedures outlined in Addendum 12. These monies will be used to advance the industry in any way deemed necessary by the Local 219 Executive Board.

Section 15. Political Action Committee. The Employer agrees to deduct from each Employee covered by this Agreement the hourly contribution rate established by Local 219 for each hour and part of an hour worked from his/her gross wages and remit these funds monthly according to the payment procedures outlined in Addendum 12.

Section 16. IA Per Capita. The Employer agrees to deduct from each Employee covered by this agreement the hourly contribution rate established by SMART for each hour and part of an hour worked from his/her gross wages and remit these funds monthly according to the payment procedures outlined in Addendum 12.

Section 17. Working Assessment. It is hereby agreed that to implement a check-off of Local 219 working assessment, each Contractor signatory to this Agreement shall deduct from each Employee covered by this Agreement two and one-half percent (2.5%) of his/her gross wages as well as a cents-per-hour deduction, as established by this Collective Bargaining Agreement, for each hour and part of an hour worked from his/her gross wages and remit these funds monthly according to the payment procedures outlined in Addendum 12. At the option of Local 219, this deduction may be adjusted. Local 219 hereby agrees to hold harmless the signatory Contractors and Employers as a result of any claim that the deductions are inappropriately or illegally made. Authorization forms are to be supplied by Local 219 and a copy of the completed forms submitted to the SMACNA office upon request.

Section 18. Employee Benefit Fund. The Employer agrees to contribute to the Local 219 Employee Benefit Fund, a Fund administered by a Board of Trustees in accordance with the terms of a Trust Document, the hourly contribution rate established by the Employee Benefit Fund Trustees, for each hour and part of an hour worked for each Employee covered by this Agreement, according to the payment procedures outlined in Addendum 12. Contributions for those hours for which wages are paid at one and one half (1½) or two (2) times the gross taxable wage will be made to the Fund at one and one half (1½) or two (2) times the hourly contribution rate, respectively.

By making payments in accordance with this signed Agreement, each contributor shall become a party to the Trust Agreement and become bound by the terms and provisions thereof. The Employer shall, however, have no responsibility to the Fund, except the making of payments as specified and compliance with the rules and regulations agreed upon for the successful operation of the Fund. Such contributions shall not be considered wages.

Any Employer failing to make prompt and timely payment of contributions to the Trust as stated above, shall be liable for claims to the extent of benefits to which the Employee would have been entitled if the Employer had made the required contributions, and for all contributions and liquidated damages due thereunder, plus all legal fees incurred by the Trust Fund in enforcing the payment thereof.

Final interpretation of the rules and regulations of the Benefit Fund and its administration shall rest solely with the Board of Trustees. The appointment of the respective Trustees is hereby confirmed and ratified, together with their successors, designated in the manner provided in said Trust Agreement.

Section 19. Retiree Subsidy Fund. The Employer agrees to contribute to the Retiree Subsidy Fund, a Fund administered by the Employee Benefit Fund Trustees, the hourly contribution rate established by the Trustees, for each hour and part of an hour worked for each Employee covered by this Agreement, according to the payment procedures outlined in Addendum 12.

Section 20. Health Reimbursement Account. The Employer agrees to contribute to the Health Reimbursement Account, a Fund administered by the Employee Benefit Fund Trustees, the

hourly contribution rate established by the Trustees, for each hour and part of an hour worked for each Employee covered by this Agreement, according to the payment procedures outlined in Addendum 12

Section 21. Retirement Savings Fund. It is understood and agreed that there has been established a Pension Fund known as the Local 219 Retirement Savings Plan (Fund), a Fund administered by a Board of Trustees in accordance with the terms of a Trust Document.

During the term of this contract, the Employer agrees to contribute to the Retirement Savings Fund the hourly contribution rate established by the Retirement Savings Fund Trustees, for each hour and part of an hour worked for each Employee covered by this Agreement (excluding Pre-Apprentices), according to the payment procedures outlined in Addendum 12. Contributions for those hours for which wages are paid at one and one half (1½) or two (2) times the gross taxable wage will be made to the Fund at one and one half (1½) or two (2) times the hourly contribution rate, respectively.

The Fund maintains a place of business at 3316 Publishers Drive, Rockford, Illinois 61109 or at such other place designated by the Trustees.

It is understood and agreed that the Employer shall be bound to the terms and provisions of the Agreement and Declaration of Trust of the Local 219 Retirement Savings Plan, and all amendments heretofore or hereafter made thereto, as though the same were fully incorporated herein.

The Fund is established and to be administered in accordance with the applicable provisions of the Labor Management Relations Act of 1947, as amended, and the Employee Retirement Income Security Act of 1974, as amended, and all other applicable laws.

Contributions to the aforesaid Fund shall not constitute or be deemed wages due to the Employee. The sole liability of the Employer, except as otherwise provided herein, shall be the payment of the Pension contributions as provided in this Addendum.

Section 22. Local Training Fund. The Employer agrees to contribute to the SMACNA Northern Illinois/Local 219 Training Fund, a Fund administered by a Board of Trustees in accordance with the terms of a Trust Document, the hourly contribution rate established by the Training Fund Trustees, for each hour and part of an hour worked, for each Employee covered by this Agreement (excluding industrial sheet metal workers) according to the payment procedures outlined in Addendum 12. Contributions for those hours for which wages are paid at one and one half (1½) or two (2) times the gross taxable wage will be made to the Fund at one and one half (1½) or two (2) times the hourly contribution rate, respectively. These monies are to be used for apprentice and journeyman training as per rules and regulations established by the Training Fund Trust Document.

Section 23. Labor Management Committee. The Employer agrees to contribute to the SMART Local 219 and SMACNA of Northern Illinois Labor Management Committee Trust Fund the hourly contribution rate established by this Agreement for each hour or part of an hour worked for each Employee covered by this Agreement (excluding industrial sheet metal workers) according to the payment procedures outlined in Addendum 12. In addition to the purposes outlined in Article 15, this committee will also strive to conduct advertising and marketing on behalf of the industry covered by this Agreement.

Section 24. Project First Rate and Building Trades. The Employer agrees to contribute to Project First Rate and the Northwestern Illinois Building & Construction Trades the hourly contribution rate established by this Collective Bargaining Agreement for each hour and part of an hour worked for each Employee covered by this Agreement (excluding industrial sheet metal workers) in accordance with Addendum 12.

Section 25. Local Industry Fund. The provision contained in Article 8, Section 12(b) of the Standard Form of Union Agreement is voided by agreement of the parties.

The Employer shall pay to the SMACNA, Northern Illinois Industry Fund, a Fund administered by a Board of Trustees in accordance with the terms of a Trust Document, the hourly contribution rate established by the Industry Fund Trustees, for each hour and part of an hour worked, for each Employee covered by this Agreement, according to the payment procedures outlined in Addendum 12.

Sections 17 and 25 of this Addenda constitute one inseparable and indivisible collective bargaining agreement in this contract. The forced removal of either fund will result in the removal of the other fund.

Section 26. 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 Option in this Collective Bargaining Agreement ("Agreement"). The parties acknowledge receipt of the First Alternative Option, the Funding Improvement Plan and NPF Trust Document, and this Agreement incorporates by reference these documents. 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 Option as amended from time-to-time. The Employer will increase its NPF Contribution Rate on or before the date, and in the amounts, required in the First Alternative Option. (Amendment to Article 8, Section 18)

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 Option in effect at the time the increases are due and the Trust Document, for each hour or part of an hour worked for each Employee covered by this Agreement, according to the payment procedures outlined in Addendum 12. Contributions for those hours for which wages are paid at one and one half (1½) or two (2) times the gross taxable wage will be made to the Fund at one and one half (1½) or two (2) times the hourly contribution rate, respectively.

2. Contributions shall be paid starting with the employee's first day of Covered Employment (as defined in the Plan Document). Notwithstanding the payment of NPF contributions, benefit credit is determined under the provisions of the NPF Plan Document.

ADDENDUM 2 TRAVEL AGREEMENT

Addendum to SFUA Article 7

Section 1. Proof of Insurance. A sheet metal worker will provide to the Employer proof of insurance on his/her own personal vehicle before traveling on behalf of the employer in his personal vehicle.

Section 2. Free Travel Zones. The following constitute free zones and no travel pay will be issued for these zones:

a. Radius from shops. Travel within a 35-mile radius surrounding each shop.

b. County of Employee's Residence. Travel from a sheet metal worker's residence to a jobsite and return in the county in which he/she lives.

Section 3. Work Performed Outside of Free Travel Zones. When employed outside of the county of his/her residence, or the 35-mile radius surrounding an Employer's shop, whichever is closer, travel pay will be paid as follows:

a. Employer Transportation. When using transportation furnished by the Employer, a sheet metal worker shall be paid \$0.25 per mile from the outer limits of the free zone to the jobsite and return before and after regular working hours as defined in Article 6 of the Standard Form of Union Agreement and Addendum 3.

b. Employee Transportation. When using his/her own vehicle for transportation, a sheet metal worker shall be paid \$0.56 per mile from the outer limits of the free zone or the city limits of his/her residence to the jobsite and return before and after regular working hours as defined in Article 6 of the Standard Form of Union Agreement and Addendum 3.

c. Car Pooling. When two or more sheet metal workers are riding together in an Employee's vehicle, one Employee, specifically the vehicle owner, shall be paid \$0.56 per mile; the other Employee shall receive \$0.25 per mile.

Section 4. Travel into a Higher Wage Rate. When two (2) or more sheet metal workers using transportation furnished by the Employer are traveling to the same job in a higher wage rate, based on a total straight-time package contractual expense differential of \$5.00 or more, neither Employee will receive travel pay.

Section 5. Food and Lodging. When a sheet metal worker is required to remain away from his/her residence and/or shop for more than one day, an Employer shall pay, in addition to mileage, a reasonable amount of monies, to be determined in advance between the Employee and the Employer, expended by the Employee for food and lodging. Employees shall furnish receipt for expenses at the Employer's request.

ADDENDUM 3 WORKDAY, WORKWEEK, HOLIDAYS, SHIFT WORK **Addendum to SFUA Article 6**

Section 1. Regular Workday and Workweek (Addendum to Article 6 Section 1). The regular workweek shall be eight (8) continuous hours labor per day in the shop or at the job sites, Monday through Friday 6:00 a.m. to 5:30 p.m., a fifteen (15) minute paid break at the mid-point of the morning, and an unpaid 30-minute lunch period from 12 noon to 12:30 p.m., except when job conditions prevent this. Upon mutual agreement between employer and employee, a straight time make-up day will be allowed on Saturday due to job and weather conditions.

a. 4-10-Hour Work Week Option. An option of a 4-10-hour workweek may be adopted, excluding Saturday and Sunday by mutual agreement between the employer and the majority of the sheet metal workers and on a job by job by shop basis. Does not apply to shift work or State of Illinois work.

b. Optional Starting Time. An optional starting time may be adopted by mutual agreement between the Employer and the majority of the sheet metal workers involved.

Section 2. Work Performed Outside of Regular Working Hours. All work performed outside of regular working hours and performed during the regular work week shall be paid at one and one-half (1½) times the gross taxable wage with the exception of shift work. The shift rate does not apply through the weekend. A sheet metal worker working ten (10) continuous hours will be entitled to an additional fifteen (15) minute paid break.

a. Weekend Work. All work performed between the hours of 12:01 a.m. and 5:30 p.m. on Saturdays shall be paid at one and one-half (1½) times the gross taxable wage up to eight (8) hours. All work performed after eight (8) hours and/or after 5:30 p.m. on Saturday through Sunday shall be paid at two (2) times the gross taxable wage except when working nine (9) hours per day during the regular work week Monday through Friday, in which case Monday hours from 6:00 a.m. to 7:00 a.m. shall be paid at one and one-half (1½) times the gross taxable wage. (Addendum to Article 6, Section 2)

b. Holidays (Addendum to Article 6 Section 2). New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day or days locally observed as such shall be recognized as holidays and paid at two (2) times the employee's gross taxable wage. All holidays falling on a Saturday shall be observed on the preceding Friday, and all holidays falling on a Sunday shall be observed on the following Monday. Work performed on holidays observed on Friday and Monday will be paid at one and one-half (1½) times the employee's gross taxable wage, up to eight (8) hours and at two (2) times the employee's gross taxable wage after eight (8) hours. Employees shall suffer no penalty for opting not to work on Veterans Day.

Section 3. Shift Work. A shift is any eight continuous hours of work. Under normal conditions shifts will be designated and paid as follows:

| Shift | Workday | Paid at: |
|-------|------------------------|--------------------------------|
| 1st | 7:00 a.m. – 3:30 p.m. | Regular gross taxable wage |
| 2nd | 3:30 p.m. – 11:30 p.m. | 115% of the gross taxable wage |
| 3rd | 11:30 p.m. – 7:00 a.m. | 130% of the gross taxable wage |

a. Third Shift. To allow for five (5) full days in the use of the third shift, the Employee has an option of working the fifth (5th) day on either Monday a.m. or Friday a.m.

b. Splitting a shift. A shift may be split and fall into two different time periods. When this happens the employee shall be paid the respective shift rate for the respective hours. Example: An employee working from 2:00 p.m. to 10:00 p.m. will be paid at the regular gross taxable wage for all hours worked from 2:00 p.m. to 3:30 p.m., and the 2nd shift rate of 115% for all hours worked from 3:30 p.m. to 10:00 p.m. The same method applies to splitting 2nd and 3rd shift hours.

c. Shift Work Overtime. All overtime work performed in connection with shift work shall be at one and one-half (1½) times the assigned shift rate.

Section 4. Vacation Time. No more than 20% of an Employer's employees shall take vacation at the same time unless mutually agreed to by the Employer and Employees.

ADDENDUM 4 APPRENTICES AND PRE-APPRENTICES
Addendum to SFUA Articles 11 and 13

Section 1. Ratio. It is hereby agreed that the Employer shall be entitled to apply to the Joint Apprenticeship and Training Committee on the following basis and this ratio shall govern the consideration and grading of apprentices by the Joint Apprenticeship and Training Committee.

| <u>Journeyman</u> | <u>Apprentices & Pre-apprentices</u> |
|---|---|
| 1 journeyman | 1 apprentice OR 1 pre-apprentice (NOT BOTH) |
| 2 journeymen | 1 apprentice AND 1 pre-apprentice OR 2 apprentices (no pre-apprentices) |
| 3 journeymen | NO CHANGE |
| 4 journeymen | At least 1 apprentice AND up to 2 pre-apprentices OR 2 apprentices AND up to 1 pre-apprentice |
| 5 journeymen | NO CHANGE |
| 6 journeymen | 2 apprentices AND up to 2 pre-apprentices |
| 7 journeymen* | NO CHANGE |
| 8 journeymen* | 3 apprentices AND up to 2 pre-apprentices |
| Each three (3) journeymen employed thereafter | 1 additional apprentice |
| 25th journeyman | 1 additional pre-apprentice |
| 50th journeyman | 1 additional pre-apprentice** |

*After the sixth (6th) journeyman, a journeyman must be employed for eight (8) consecutive months immediately preceding the filing of a request for an apprentice in order to be considered part of the ratio.

**No shop shall have more than four (4) pre-apprentices

The Joint Apprenticeship and Training Committee shall have full authority to adjust ratio and eligibility requirements.

Section 2. Apprentices.

a. Apprentices Working Alone. All apprentices will be allowed to work alone after three (3) years of training. An apprentice performing service work shall be allowed to work alone.

b. Overtime Work. The ratio outlined in Section 1 of this Addendum shall apply to all work, including overtime and double time. For example, an employer will not be allowed to assign only apprentices to Saturday work, but instead, will be required to maintain the assigned ratio.

c. Continuity of Employment. Where it is impossible for one employer to provide continuity of employment, the Joint Apprenticeship and Training Committee will transfer the apprentice temporarily or permanently to another employer. The apprentice with the least seniority and the lowest wage rate will be transferred to any employer who employs a sufficient number of journeymen. The Joint Apprenticeship and Training Committee may waive the eight (8) month rule after the sixth (6th) journeyman in this instance to provide employment for the apprentice.

Section 3. Pre-apprentices.

a. Pre-hire Drug Test. Prior to hire, a pre-apprentice will be required to submit to a drug test at his/her own expense. A copy of said drug test will be sent to Local 219 prior to registering with the union. Employer will reimburse pre-apprentice for the cost of a passed, negative, clean or not masked drug test. If a passed, negative, clean or not masked result is not reported, pre-apprentice will not be hired.

b. Registering with Union. All pre-apprentices are required to register with Local 219 and pay the current working assessment before starting to work.

c. Scope of Work. Pre-apprentices may perform any work covered by Article 1 of which they are capable and will work in the presence of a journeyman. They cannot work overtime on weekends doing bargaining unit work without a journeyman. A pre-apprentice performing service work shall be allowed to work alone.

d. Number and Term of Pre-apprentices: No shop shall have more than four (4) pre-apprentices and the pre-apprentices shall be part of the ratio. A pre-apprentice may be retained beyond one year.

Section 4. Application and Training.

a. Applicants for Apprenticeship. All applicants for apprenticeship shall meet the requirements of the Standards of Apprenticeship developed by the Joint Apprenticeship and Training Committee.

b. Testing. The application and testing process and frequency will be determined by the Joint Apprenticeship and Training Committee.

c. Training. All apprentices should be trained in accordance with the Standards of Apprenticeship developed by the Joint Apprenticeship and Training Committee.

d. Instructors. The selection of instructors for the apprenticeship training program shall be the responsibility of the Joint Apprenticeship and Training Committee.

ADDENDUM 5 SHOP AND JOB STEWARD

Section 1. Stewards. Whenever two (2) or more journeymen members of the Union are working together the Union may select one (1) journeyman as Steward. However, not more than one Steward shall be appointed in a shop or on a job site for each contractor. The Steward shall be given a reasonable time during working hours to perform his/her normal duties as Steward.

Section 2. Duties. The duties of the Shop and Job Steward shall be to report to the Business Representative of the Union violations of the collective bargaining agreement.

Section 3. Protection. In no event shall an individual Employer discriminate against a Steward or lay him/her off, or discharge him/her on account of any action taken by him/her in the performance of his/her normal union duties.

a. Provided said Employer has been notified of the Steward's appointment, a Steward shall not be laid off without just cause. The Union retains the right to investigate and determine the cause for discharge.

b. Should the Union disagree with the Employer's reason for discharge or layoff of a Steward, then the case will be processed with Article 10 of the Standard Form of Union Agreement, except the committee shall meet within seventy-two (72) hours. The Steward may be paid wages pending the processing of the case by the Joint Adjustment Board.

c. In the event the local committee finds the Employer in violation, the Steward shall be reinstated without loss of pay, maximum to be three (3) working days at straight time. If the Steward is found to be in violation, he/she shall not be eligible for back pay. If the local committee does not reach a decision and the next step or steps of Article 10 is instituted, then the National Joint Adjustment Board shall make the decision on reinstatement and/or loss of pay.

Section 4. The Business Representative of the Union shall at all times have the privilege, during working hours, to enter any shop of a contractor signatory to this Agreement, when members are present, providing he/she reports to the office at the time of entering the shop as well as leaving or to go on any job site. However, he/she will conduct his/her business as quickly as possible. He/She must not interfere or hinder the progress of the work except where the safety of his/her members or a violation of this Agreement is involved.

ADDENDUM 6 SUPERVISORY PERSONNEL

Section 1. Superintendent. A Superintendent is a Journeyman sheet metal worker of Local 219 with one or more foreman under his/her supervision or in charge of ten (10) or more sheet metal workers.

Section 2. Foreman. a. A Foreman is a Journeyman sheet metal worker of Local 219 in charge of four (4) or more sheet metal workers, himself/herself included. The Employer agrees to designate a Journeyman sheet metal worker of Local 219 as Foreman for each shop and for each job site consisting of four (4) or more and under ten (10) sheet metal workers. Additional Foremen will be appointed as per the following:

- 2nd Foreman - 11 to 20 Sheet Metal Workers
- 3rd Foreman - 21 to 30 Sheet Metal Workers
- 4th Foreman - 31 to 40 Sheet Metal Workers etc.

b. A Journeyman who is made a Foreman on a job shall continue as Foreman as long as the manpower numbers require it. This would not apply to a Journeyman who is made a Foreman during a one-day manpower fluctuation.

ADDENDUM 7 REFERRAL

Section 1. Union Referral. a. The Employer agrees that the Union shall select and refer Journeymen Sheet Metal Workers to fill the Employer's job vacancies as they occur; said selection by the Union shall be non-discriminatory in any respect as to race, color, sex or creed. (See Article 4)

b. **Fact Sheet.** Whenever a sheet metal worker is referred to an Employer, a fact sheet shall be supplied by the Union indicating the employee's name, age, address, social security number and telephone number.

Section 2. Out of Work Register. The Union shall maintain an "out of work" register listing Journeymen for employment.

a. **Registering with Union.** Each Journeyman shall register with the Union when employment is terminated.

b. Job Departure Slips: Shall be required to be completed and signed by the Employer and sheet metal worker whenever employment is terminated for any reason.

| | | |
|--|-------------|-------------------|
| SMART LOCAL #219 • 3316 Publishers Drive • Rockford, Illinois 61109 | | |
| Email: smart219@smwlocal219.org • Fax: 815-874-5182 | | |
| DATE: _____ | | |
| EMPLOYEE: _____ | | |
| EMPLOYER: _____ | | |
| LAI D OFF: _____ | QUIT: _____ | TERMINATED: _____ |
| REASON: _____ | | |
| Authorized Signature: _____ | | |
| Employee Signature: _____ | | |
| To be completed by Employer and signed by Employee | | |
| Copy to Local #219 and Employee Original in Personnel File | | |

Section 3. Determining Qualifications. The Union shall determine qualifications of workmen who wish to qualify for registration as journeymen by written, fabrication and practical examinations.

Section 4. Employer Rights. The Union recognizes the following Employer rights:

- a. The right to hire independently of this referral procedure, but the Employee shall notify the Union of his/her hire before going to work.
- b. The right to reject a Journeyman for cause. The Employer agrees not to discriminate in any way against a referred Journeyman.
- c. The right to manage and direct production, including the right to plan, direct and control operations in the shop and/or at the job site.
- d. The right to schedule working hours and to maintain discipline and efficiency of employees.
- e. The right to require Employees to observe rules and regulations and the Joint Substance Abuse Policy (Addendum 18), consistent with the terms of this Agreement.
- f. The right to utilize GPS and other video technology for record-keeping, insurance protection, fraud prevention, customer complaints and education application, but not for employee discipline or reprimand.

ADDENDUM 8 TOOLS AND SAFETY EQUIPMENT
Addendum to SFUA Article 9

| Tools/Equipment to be furnished by Employer (E), Journeyman (J), Apprentice (A), Pre-Apprentice (P) | E | J | A | P |
|---|---|---|---|---|
| Power Tools and Equipment (to be assigned by the Employer to the individual Employee, who shall be accountable for their return) | X | | | |
| Safety Equipment (leather gauntlet gloves, goggles (non-prescription), welding helmets, sufficient lighting, etc.) | X | | | |
| Non-prescription goggles, after the first pair has been provided by the Employer | | X | | |
| Hard Hats (in the case of "on-the-job" hire, when a new apprentice is placed or when a journeyman has never worked in an area requiring a hard hat) | X | | | |
| Hard Hats (Replacement) | | X | X | X |
| Safety Shoes and Prescription Safety Glasses | | X | X | X |
| One tool box | | X | X | X |
| One bull dog snips | | X | X | |
| One pair wide nose pliers | | X | X | |
| Two pairs vice-grip pliers | | X | X | |
| One cold chisel | | X | X | |
| One scratch awl | | X | X | X |
| One center or prickpunch | | X | X | X |
| One pair dividing points | | X | X | X |
| One 6' folding rule | | X | X | |
| One pair No. 18 Wiss snips (or equivalent) | | X | X | X |
| Two pairs aviation snips (left and right hand) | | X | X | X |
| Two straight screwdrivers, large and small | | X | X | X |
| Two Phillips screwdrivers, large and small | | X | X | |
| One plumb bob | | X | X | |
| One 50' steel tape | | X | X | |
| One pair 4" folders | | X | X | |
| One 25-40' steel tape | | X | X | X |
| One hack saw | | X | X | |
| One crescent wrench | | X | X | |
| One pair channel locks | | X | X | |
| One rivet set | | X | X | |
| One dolly bar | | X | X | |
| One set Allen wrenches | | X | X | |
| One drift pin | | X | X | |
| One 12" level | | X | X | |
| One 16 oz. hammer | | X | X | X |
| One Whitney No. 5 hand punch or equivalent (maximum length 10") | | X | X | |
| One 12" combination square | | X | X | |
| Hand pop rivet guns, not to exceed 5/32 | | X | X | |
| Pocket thermometers (required only for Service Work) | | X | X | X |

ADDENDUM 9 SAFETY AND TRAINING

Section 1. Mandatory Continuing Education. As a condition of employment, journeyman sheet metal workers will be required to complete four (4) hours of continuing education annually, maintain a current CPR certification, complete OSHA 30 training within one year of becoming a Local 219 member, and complete any OSHA-mandated refresher training, all on their own time.

Section 2. Continuing Education. Employers shall pay a maximum of eight (8) hours wages and benefits per day (class days and travel days) for continuing education classes attended by Employees covered by this Agreement and approved by both the Training Fund Trust Board and the Employer. The Training Fund will reimburse the Employee for class fees, travel, lodging and food in accordance with the Local 219 Trust Funds Expense Reimbursement Policy. If an Employee is not currently employed or if the Employer does not approve the class, the Employee shall still be eligible for Training Fund expense reimbursement, if approved by the Training Fund Trust Board, but shall not be eligible for wages and benefits.

Section 3. Penalty for Violation. Employees guilty of willfully ignoring or failing to observe and/or abide by safety rules and regulations, may be subject to discharge by Employer. Employees guilty of failing to use safety equipment as provided by the Employer, such as safety glasses, goggles, hard hats, etc., are to receive a reprimand, and a warning that a second instance may result in suspension or lead to termination.

ADDENDUM 10 BIDDING

Section 1. Bidding. a. The Employer and the Union recognize that it would be mutually beneficial if job bidding would include bids on all sheet metal work to be conducted on every job. Therefore, it is agreed as follows:

b. Union Assistance. The Union agrees to assist the Employer by informing the Employer of work within the jurisdiction of claims of the Union as set forth in Article 1 of this Agreement, and further to cooperate with the Employer in all other respects to accomplish the desired results of this provision.

Section 2. Subcontracting. Each subcontractor will be required to complete and submit to Local 219 and SMACNA of Northern Illinois a Shop Fabrication Certified Payroll Form and a Material And/Or Equipment Voucher for each job. (Addendum to Article 2)

ADDENDUM 11 EMPLOYER CONDITIONS

Section 1. Contractor Requirements. An Employer operating a Sheet Metal shop must meet the following qualifications:

a. Transportation. Provide a truck for transportation of sheet metal workers and material. Both sides of truck will be permanently lettered with firm name in at least four-inch letters.

b. Telephone. Maintain a company telephone number and telephone listing.

c. Unemployment Insurance. Subscribe and have each employee insured under the Illinois Unemployment Compensation Act under the elective or compulsory provision of the Act and furnish a copy of such Employers' account number to the Local Union and Association.

d. Workmen's Compensation Insurance. Carry Workmen's Compensation Insurance and furnish a Certificate of such insurance attested by the Insuring Agent to the Local Union and Association.

Section 2. Eligibility of Owner-Members. Except as otherwise provided in Section 3 of this Addendum, no owner, partner, agent, contractor, sub-contractor, jobber, or any other person who is directly or indirectly financially interested in or who is an officer of or otherwise involved in the management of a sheet metal shop, business, or job and no person compensated on a lump sum, piece work or other basis, which is not in accordance with the wage scales and working conditions established by SMART and the local unions and councils affiliated therewith, shall be eligible to make application for membership or be accepted or continued as a member of SMART or of any local union or council thereof.

Section 3. Owner-Members. An owner, employer, contractor, jobber or anyone who otherwise participates as management in the Sheet Metal Industry shall be eligible to retain or apply for membership in SMART or any local union thereof as an owner-member with the same rights and duties as other members except as provided below:

a. Signatory Status and financial obligations. The sheet metal shop or business with which he/she is connected is in signed agreement with the local union or local unions having jurisdiction over the shop and must comply with the wage scales and working conditions of this agreement. An owner-member who fails to fulfill his/her financial obligations by making proper payment to his/her employees for work performed or to contribute the contractual obligations to fringe benefit funds shall be subject to charges and penalties as prescribed in Article 17 of the International Constitution.

b. Attending Union Meetings and Holding Office. An owner-member shall not be entitled to 1) attend any Union meetings, unless by invitation; 2) be permitted to vote for election of local union officials; 3) be permitted to vote at union meetings on questions pertaining to wages, hours, benefits, or other terms or conditions of employment; 4) be permitted to vote at Union meetings on the acceptance or rejection of a collective bargaining agreement; or 5) be permitted to serve in a representative capacity or hold any office or position in the local union.

c. Working for Another Employer. An owner-member shall not be permitted to work in any capacity in the sheet metal industry for another employer.

d. Payment of Fringe Benefits. An owner-member shall contribute on a minimum of 117 hours per month to all fringe benefit programs under the respective collective bargaining agreement; provided, however, that if the owner-member works with the tools more than the minimum number of hours, he/she shall contribute to all fringe benefit programs for the actual hours worked in accordance with said collective bargaining agreement. This provision is available for up to two owner-members per signatory company. Additional owner-members shall contribute on a minimum of 168 hours per month to all fringe benefit programs under the respective collective bargaining agreement; provided, however, that if the owner-member works with the tools more than the minimum number of hours, he/she shall contribute to all fringe benefit programs for the actual hours worked in accordance with said collective bargaining agreement. If an owner-member is collecting disability benefits through the SMART Local 219 Employee Benefit Fund, contributions for the time of disability shall be waived on that owner-member for all fringe benefit programs.

e. Employee Benefit and Retirement Savings Fund. Two owner-members per shop will be entitled to opt out of contributing to the Employee Benefit Fund (EBF) and/or the Retirement Savings Fund (RSF) on their own behalf. For an owner-member to be eligible for this provision, the owner-member, Association and Union shall all agree to this provision in writing. If an owner-member resumes contributing to these funds on his/her behalf, he/she would not be entitled to this option again.

An existing owner-member choosing to take advantage of this opportunity will be subject to all rules of the Retirement Savings Fund pertaining to distribution of his/her account and will be subject to all rules of the Employee Benefit Fund pertaining to termination and re-instatement if contributions resume in the future.

A shop with an owner-member choosing to take advantage of opting out of both EBF and RSF will not be required to have a bond if there are no additional owner-members or bargaining unit members employed by the company.

Section 4. Hiring From Another Employer. An Employer intending to hire a union member currently working for another contractor must first advise the Union Business Manager of his/her intentions.

Section 5. New Employer. The Union shall notify the Association Office of signing an agreement with a new Employer and meeting the requirements of the Contract by forwarding a copy of the signed Memorandum of Agreement to the Association Office within 72 hours.

Section 6. Employer No Longer in Business. The Union and the Association agree to notify the other upon receiving notification of an Employer no longer in business for any reason. Each party agrees to forward any written notification of such closing of business to the other party within 72 hours.

Section 7. Equal Conditions to All Employers. If any more favorable conditions are granted by the Union to any other Employer in the jurisdictional area of this Agreement, all Employers will have the right to adopt the same as an amendment to the Agreement effective immediately.

ADDENDUM 12 PAYMENT OF FRINGE BENEFITS

Section 1. Reporting and Remittance of Local and National Benefits. Benefits are due by the 15th of the month following the month when covered employment was performed and are considered delinquent on the 20th of the month. Contributions shall be reported, and remittance made via the respective Internet Payment Systems, as detailed in the table below. Alternate payment options may be mutually agreed upon.

| | |
|---|---|
| <p>Local Benefit Fund Internet Payment System: www.smwlocal219.com</p> <p><i>ACH Remittance will be made to SMART Local 219 Trust Funds</i></p> | <p>Benefits Reported:</p> <ul style="list-style-type: none"> • Employee Benefit Fund • Retiree Subsidy Fund • Health Reimbursement Account • Local Training Fund • Retirement Savings Fund (Local Pension) |
| <p><i>ACH Remittance will be made to SMART Local 219</i></p> | <p>Benefits Reported:</p> <ul style="list-style-type: none"> • Scholarship Fund • Market Recovery Fund • Political Action Committee (PAC) • IA Per Capita • Working Assessment (Hourly and Wages) • Labor Management Committee (LMC) • Project First Rate (PFR) • Building Trades (BT) |

| | |
|---|---|
| <p><i>ACH Remittance will be made to SMACNA Northern Illinois Industry Fund</i></p> | <p>Benefits Reported</p> <ul style="list-style-type: none"> • Industry Fund |
| <p>National Benefit Fund Internet Payment System: www.smwnbf.org</p> <p><i>ACH Remittance will be made to National Benefit Funds</i></p> | <p>Benefits Reported:</p> <ul style="list-style-type: none"> • National Pension Fund (NPF) • International Training Institute (ITI) • National Energy Management Institute (NEMI) • Sheet Metal Occupational Health Institute (SMOHIT) |

Section 2. Delinquency Policy. All signatory Employers shall be subject to the provisions of the Trust Funds Delinquency Recovery Program.

Section 3. Delinquent Payments. Failure to timely pay and file remittance reports constitutes a delinquency in violation of the Employer’s obligation under this Agreement, the Trust Documents of all applicable Funds and ERISA. The Trustees of all applicable funds 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 the Collective Bargaining Agreement.

When the Employer’s contribution payment is considered delinquent and upon two (2) days written notice from the Union to the Employer, the Union shall have the right to remove the journeyman, apprentice, pre-apprentice, industrial workers and residential sheet metal workers from the delinquent Employer’s shop or jobsite. Such withdrawal of Employees to collect contributions to the Fund shall not be considered a violation of this Agreement on the part of the Union and it shall not be a subject of arbitration. If Employees are withdrawn from any job in order to collect fringe benefit contributions, the Employees who are affected by such stoppage of work shall be paid by the delinquent Employer for lost time up to sixteen (16) hours. (See Article 8, Sections 16 and 17)

The Employer may also be subject to liquidated damages, interest, audit fees, attorney fees and court costs involved in the collection of delinquent contributions.

Section 4. Payroll Compliance Audits. Each Employer shall be subject to an audit of 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. Payroll compliance audits shall be performed by an Independent Certified Public Accountant of the Trust Funds’ choice. 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 applicable Trust Documents require.

In the event the payroll auditor encounters difficulty scheduling the compliance audit or is not provided with the records necessary to properly conduct the audit, and it is necessary to utilize Fund Counsel to compel an unrestricted audit, the Employer shall be liable for all costs, including reasonable attorney’s fees and court costs.

ADDENDUM 13 BONDING

Each Employer employing Local 219 members shall furnish a surety bond or an irrevocable letter of credit to Local 219 by July 1 of each year, according to the table below, to guarantee the payment of contributions to the funds as provided in Addendum 1. The Trust Fund Trustees shall have the authority to adjust bond requirements at any time during the term of this Agreement if deemed necessary.

| Number of Local 219 Employees | Surety Bond Amount |
|-------------------------------|--------------------|
| 1-2 | \$10,000 |
| 3-4 | \$30,000 |
| 5-10 | \$60,000 |
| 11-20 | \$120,000 |
| 21 or more | \$200,000 |

Section 1. Proof of Compliance. A copy of the surety bond or irrevocable letter of credit should be mailed or sent electronically to Local 219 and SMACNA of Northern Illinois.

Section 2. Determining Required Amount. Local 219 will determine bond amounts required by each Employer by June 1 of each year, based on an average of the previous year's manpower, and notify Employer electronically or by mail of the amount required.

Section 3. Owner-Members. A signatory contractor with an owner-member opting out of both Employee Benefit Fund and Retirement Savings Fund on himself/herself, and with no additional owner-members or bargaining unit members employed by the company, will not be required to secure a bond or letter of credit.

Section 4. Local 219 Escrow. Local 219 will escrow sufficient monies to bond any signatory contractor that has only one owner-member, contributes full benefits on that owner-member and has no additional employees, for four (4) years from that contractor becoming signatory or until an additional employee is hired. Local 219 will report to the Trust Funds which contractors are covered by this escrow.

ADDENDUM 14 MOONLIGHTING

Moonlighting by Journeymen, Apprentices, Pre-apprentices or Industrial Workers shall be prohibited; they shall not be permitted to work at the trade outside their Employer's shop or jurisdiction under penalty of suspension or dismissal. The Employer shall provide the Union with any knowledge they might have to help enforce this addendum.

ADDENDUM 15 IMPROPER WORKMANSHIP

Improper workmanship will not be tolerated; flagrant errors will be rectified. If the problem cannot be worked out between the Employee and the Employer, then it will be rectified between the Contractor and Local 219.

ADDENDUM 16 RESOLUTION 78

The Employer should contact Local 219 for implementation of Resolution 78 if any unusual condition(s) prevail.

To qualify for Resolution 78, an Employer must be employing the quota of apprentices/pre-apprentices for which he/she is eligible.

Resolution 78 shall be granted on a job-by-job basis and for use on commercial work only.

When Resolution 78 has been granted, SMACNA is to be notified. In addition, if needed, submission of time cards must be provided to Local 219 for a cross reference on the number of hours specified.

ADDENDUM 17 ARCHITECTURAL ROOFING WORK

It is agreed that two sheet metal workers will be required on roofing work, as it applies to architectural sheet metal work only, including gutters, downspouts, soffits, coping, metal roofing and decking.

ADDENDUM 18 JOINT SUBSTANCE ABUSE POLICY Addendum to SFUA Article 12

Section 1. Policy Statement. The parties to this agreement recognize that abuse of alcohol and illegal drugs is a major national, state and local concern, that employers and employees have a legitimate interest in preventing substance abuse and its effects in the workplace, and that preventing substance abuse in the workplace will improve the safety, health, well-being and productivity of sheet metal workers at all levels of employment. To prevent substance abuse, individuals with substance abuse problems must be identified and encouraged to participate in proper treatment. This Policy is intended to prevent substance abuse and to encourage resolution of individuals' substance abuse problems.

Section 2. Prohibitions. Sheet metal workers subject to this agreement are prohibited from engaging in any of the following activities:

- a. Using, possessing, manufacturing, distributing, dispensing, or selling prohibited substances on company premises or on a job site, or while on company business, or while in a company-supplied vehicle.
- b. Storing any prohibited substance in a locker, desk, or other repository on company premises or a job site.
- c. Being under the influence of any prohibited substance on company premises or a job site, or while on company business, or while in a company-supplied vehicle.
- d. Failing to adhere to an approved alcohol or drug treatment or counseling program in which the employee is enrolled.

Section 3. Prohibited Substance. For the purpose of this Policy, "Prohibited Substance" shall be alcohol, illegal drugs, controlled substances, as defined by the State of Illinois, and prescription medications which are prescribed for a person other than the employee.

Section 4. Prescribed or Over-the-Counter Medication. A sheet metal worker using any prescription or over-the-counter medication which may affect the worker's safety, the safety of others, or impair the worker's ability to work must report such usage to the worker's supervisor.

Section 5. Substance Testing. The employer may require an employee or applicant to submit to a test for prohibited substances when the employer has a reasonable suspicion pursuant to Section 8 of a violation of Section 2, when the employer conducts pre-employment tests pursuant to Section 7 and when the employer conducts work opportunity mandated testing pursuant to Section 9.

Section 6. General Provisions. The employer shall provide a test which uses confidential, dignified and humane procedures and shall insure the integrity of any specimen. The employer, the individual tested and the Employee Assistance Program ("EAP") shall have access to test results.

Tests shall be conducted by qualified and accredited laboratories that comply with the Scientific and Technical Guidelines for Federal Drug Testing Programs and the Standards for Certification of Laboratories Engaged in Urine Drug Testing for Federal Agencies issued by the Alcohol, Drug Abuse and Mental Health Administration of the United States Department of Health and Human Services, or any other standard required by law. The tests shall maintain high quality control procedures and follow manufacturer's protocols. Initial positive tests shall be subject to a confirmation assay, such as a Gas Chromatography with Mass Spectrometry (GC/MS) or a completely equivalent test. The levels of detected substances for determining positive results shall be those established by the Alcohol, Drug Abuse and Mental Health Administration of the United States Department of Health and Human Services, or any other standard established by law.

Section 7. Pre-Employment Screening. An employer may test new, prospective employees who are not currently members of the union for prohibited substances without cause. A positive test is just cause not to hire the applicant.

Section 8. Reasonable Suspicion. An employer may test a sheet metal worker when the employer has a reasonable suspicion that the sheet metal worker is violating Section 2. "Reasonable suspicion" is defined as those circumstances, based on objective evidence about the employee's conduct in the workplace that would cause a reasonable person to believe that the employee's performance, perception or abilities are impaired because of prohibited substances. Examples of such evidence include, but are not limited to, the employee's difficulty in maintaining balance, slurred speech, erratic or atypical behavior, or other indications that the employee cannot perform the employee's position safely and efficiently. Reasonable suspicion also exists when an employee is involved in an on-the-job accident involving any lost time, personal injury or property damage.

Section 9. Work Opportunity Mandated Testing. In all situations in which an employer is required to agree to testing for prohibited substances to qualify as a bidder on the project, the employer may require testing for prohibited substances. Tests shall be performed according to the standards established in this Policy, unless the employer is required to use different standards to qualify as a bidder on the project in which case those required standards shall be used. The employer will not discriminate against an employee who refuses a job assignment to a project that has work opportunity mandated testing.

Section 10. Random Drug Testing. The parties acknowledge that an Employer may require random drug testing as a provision of the Employer's Company Policy. Random drug testing shall be conducted in a manner that is truly random, on a company-wide basis and in conformity with all applicable laws.

Section 11. Testing Requirement. An employee or applicant who refuses to submit to a test for prohibited substances when the employer has reasonable suspicion of a violation of Section 2, when the employer is conducting work opportunity mandated testing after the employee has been assigned to a project, or when the employer is conducting pre-employment tests of applicants who are not union members, is subject to discipline up to and including termination, and such termination shall be deemed to be for just cause. An employee who tests positive for prohibited substances is subject to discipline, up to and including termination, and such termination shall be deemed to be for just cause, except that on the first positive test, the employer shall allow the employee to participate in a drug treatment program acceptable to the employer. An employee who successfully completes the drug treatment program will not lose his or her position because of the first positive test, but the employee must submit to unannounced testing for prohibited substances for a period of one (1) year from the completion of treatment program.

Section 12. Alcohol/Substance Abuse Recognized Treatable. The employer and employee agree that they both prefer that any employee substance abuse problem be resolved by rehabilitation through referral to a locally operated industry Employee Assistance Program (EAP).

Section 13. Drug Testing Costs. The Joint Apprenticeship and Training Committee shall pay for an apprentice applicant's initial drug test during the application process. The results of this test may be shared with the hiring Employer. The Employer will pay for all other required testing for prohibited substances, including pre-employment, reasonable suspicion, work opportunity mandated, post-accident and random.

ADDENDUM 19 RESIDENTIAL ADDENDUM

Section 1. Requirements. Any employer desiring to do residential work according to the provisions stipulated in this addendum shall first be signatory to the regular basic working agreement, along with this addendum, in order to prevail themselves of the special provisions contained herein.

Section 2. Scope of Work. This addendum covers the rates of pay, rules and working conditions of all employees of the employer engaged in the fabrication, erection, installation, repairing, replacing and servicing of all residential heating and air conditioning systems and the architectural sheet metal work on such residences. The following work is excluded from this addendum: motels and hotels; housing units that are referred to as "high rise;" buildings constructed of steel and concrete; apartment buildings that have commercial stores, offices or professional quarters in conjunction with these buildings; and buildings over three (3) stories of living space in height.

Section 3. Definitions. Residential shall be defined as applying to work on any single-family dwelling or multiple family housing unit where each individual family unit is conditioned by a separate and independent unit or system.

Section 4. Conditions. The employer agrees to the following:

a. No employee shall suffer a reduction in wages or benefits due to the signing of this addendum, except as outlined in Section 4(b).

b. None but residential journeymen, and residential pre-apprentice sheet metal workers shall be employed on any work described in this addendum except as follows: Upon mutual agreement by the employer and the employee, a building trades member may be employed and paid residential wage rates while performing such work, suffering no reduction in any fringe benefits as outlined in the basic labor agreement.

c. When employing sheet metal workers under the terms of the basic agreement, the employer agrees that no adverse action shall be taken against any employee for refusing to work under the terms and conditions of this addendum. However, it is agreed that the employer shall not be forced to pay wages as outlined in the basic agreement for residential work.

Section 5. Ratio. The ratio of residential pre-apprentices that may be employed under this addendum is one (1) pre-apprentice to each journeyman regularly employed on work covered by this addendum plus one additional pre-apprentice per shop.

Section 6. Pre-apprentices Working Alone. After three (3) months of training, a pre-apprentice can be sent alone on any residential work providing said contractor has a ratio of at least one mechanic per pre-apprentice.

Section 7. Residential Journeyman applying for Building Trades Apprenticeship. A Residential Journeyman wishing to become a Building Trades Apprentice will be subject to the same application procedures as anyone else, including passing the Building Trades application test, being interviewed by the Joint Apprenticeship & Training Committee (JATC), and being placed on the applicant list. The applicant then will be slotted in the Building Trades school at the current residential wage rate, but class placement will be determined by the Training Coordinator and the JATC after careful evaluation.

A Residential Journeyman who entered the program through organizing or any other fashion will be subject to the same application procedures as anyone else, and, in addition, will be required to have worked 3,000 hours as a Residential Journeyman.

Section 8. Workweek. Floating 40 hours week, Sunday and holidays excluded. This does not apply to building trade members performing service under this section.

Section 9. Violation. Violation of this addendum may result in monetary remuneration for the hours of violation at the journeyman rate to the local training fund, the Employer losing the right to use the Residential Addendum, and additional damages, all to be determined in accordance with the grievance procedures outlined in Article 10 of the Basic Agreement. Any employer and/or employee found in violation shall suffer the same penalty.

ADDENDUM 20 CLASSIFIED WORKER

Void Article 14 of the Standard Form of Union Agreement.

ADDENDUM 21 UNION AS COLLECTIVE BARGAINING REPRESENTATIVE

Each Employer agrees and is satisfied that the Union is supported by the majority of the Employees of the Employer presently working under this agreement and the Union is recognized as sole and exclusive collective bargaining representative for the sheet metal workers now or hereafter employed in the bargaining unit with respect to wages, hours of work, or other terms and conditions of employment.

ADDENDUM 22 WORK STABILIZATION
Addendum to SFUA Article 10 and 17

At least ninety (90) days prior to the expiration date of the contract, the Federal Mediation and Conciliation Service shall be contacted and advised that SMACNA, Northern Illinois, Inc. and SMART Local 219 are negotiating a new agreement.

Within fifteen (15) days prior to the expiration date of the contract, if no agreement has been reached the Federal Mediation and Conciliation Service may be called in to hear both parties and get a third-party view.

Void Article 10, Section 8 of the Standard Form of Union Agreement.

ADDENDUM 23 VALIDITY OF CONTRACT AND ADDENDA
Addendum to SFUA Article 17

Section 1. Effective Dates. This Agreement, Addenda 1 through 23 shall become effective on the 1st day of June, 2020 and remain in full force and effect until the 31st day of May, 2023 and shall continue in force from year to year thereafter unless written notice of reopening is given not less than ninety (90) days prior to the expiration date.

Section 2. Validity. This Agreement constitutes the complete agreement between the parties hereto, and this agreement supersedes and cancels all previous agreements and understanding between said parties. Employers subject to this Agreement shall not be required to sign any further agreement or understanding in order to perform work and conduct business within the counties stated in this Agreement.

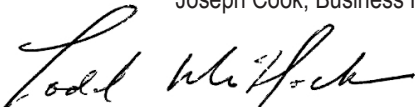
Section 3. In the event of an inconsistency between addenda and the Standard Form of Union Agreement, the provision of the addenda shall govern.

In witness thereof, the parties hereto affix their signatures and seal this 1st day of June, 2020.

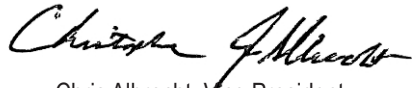
SMART LOCAL 219



Joseph Cook, Business Manager/FST and Labor Chair



Todd Whitlock, President

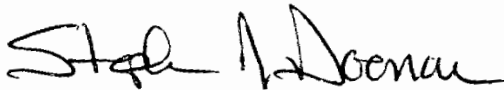


Chris Albrecht, Vice President



John McNamara, Trustee

SMACNA OF NORTHERN ILLINOIS, INC.



Stephen Doonan, Management Chair



Judd Gastel, President



Bruce Middleton, Past President



Todd Byxbe, Director

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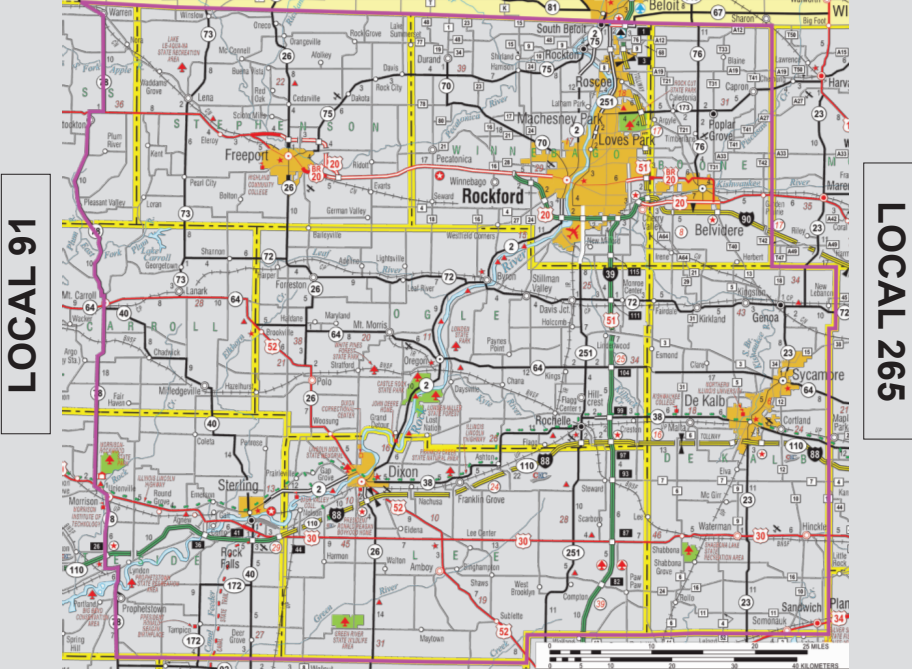
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LOCAL 18

JURISDICTIONAL MAP OF LOCAL 219



LOCAL 1

SURROUNDING SMART LOCALS

| | | |
|-----------------|--------------|--------------|
| SMART Local 1 | Ottawa | 815-433-1047 |
| SMART Local 18 | Wisconsin | 262-798-1818 |
| SMART Local 73 | Lake & Cook | 708-449-0073 |
| SMART Local 91 | Quad Cities | 309-787-0695 |
| SMART Local 265 | Carol Stream | 630-668-0110 |