



Local #218

Agreement Between:

SMART Local #218S

And

Springfield and Vicinity Sheet Metal Contractors' Association

For

**Brown, Cass, Logan, Mason, Menard, Morgan, Sangamon,
Schuyler, and Scott Counties in Illinois**

Term of Contract:

June 1, 2017 – May 31, 2020

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STANDARD FORM OF UNION AGREEMENT

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

Agreement entered into June 1st, 2017 by and between Springfield and Vicinity Sheet Metal Contractors' Association, and each business establishment individually, whether represented by a contractor association or not, hereinafter referred to as the Employer, and Local Union No. 218 of the Sheet Metal, Air, Rail, and Transportation Workers (SMART), hereinafter referred to as the Union for Brown, Cass, Logan, Mason, Menard, Morgan, Sangamon, Schuyler, and Scott counties in Illinois.

ARTICLE I

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

ARTICLE II

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

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

ARTICLE III

SECTION 1. The Employer agrees that none but journeymen, apprentice, preapprentice and classified sheet metal workers shall be employed on any work described in Article I and further, for the purpose of proving jurisdiction, agrees to provide the Union with written evidence of assignment on the Employer's letterhead for certain specified items of work to

be performed at a jobsite prior to commencement of work at the site. List of such specific items, which may be revised from time to time, as agreed to by and between SMACNA and SMWIA shall be provided to the Employer.

ARTICLE IV

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

ARTICLE V

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

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

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

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

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

ARTICLE VI

SECTION 1. The regular working day shall consist of eight (8) hours labor in the shop or on the job between eight (8) a.m. and five (5) p.m. unless modified in local negotiations and the regular working week shall consist of five (5) consecutive eight (8) hour days labor in the shop or on the job, beginning with Monday and ending with Friday of each week. All full time or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. Except as otherwise provided pursuant to Section 4 of this Article, all work performed outside the regular working hours and performed during the regular work week, shall be at one and one half (1 1/2) times the regular rate. Where conditions warrant, the regular work day may consist of ten (10) hours labor on the job and the regular work week of four (4) ten (10) hour days between Monday and Friday when mutually agreed between the Local Union and Employer. **(See Addendum #3, Section 1A, 1C, 1D on page 22)**

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. **(See Addendum #3, Section 1E on page 22)**

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

SECTION 2. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, the day after Thanksgiving Day or days locally observed as such, and Saturday and Sunday shall be recognized as holidays. All work performed on holidays shall be paid as follows: two (2) times the hourly rate. **(See Addendum #3, Section 2 on page 22)**

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

SECTION 4. Shift work and the pay and conditions therefore shall be only as provided in written addenda attached to this Agreement. Energy conservation—Retrofit work performed outside the regular work day in occupied buildings shall be performed under shift work conditions to be established by the local parties or by the National Joint Adjustment Board on the request of either party, if not locally provided. **(See Addendum #3, Section 4 on pages 23)**

ARTICLE VII

SECTION 1. When employed in a shop or on a job within the limits of 218-S, employees shall be governed by the regular working hours specified herein and shall provide for themselves necessary transportation within the said limits from home to shop or job at starting time and from shop or job to home at quitting time, and the Employer shall provide, or pay, for all necessary additional transportation during working hours.

SECTION 2. When employed outside of the limits specified in Section 1 of this Article, and within the jurisdiction of the Union, employees shall provide transportation for themselves which will assure their arrival at the limits specified in Section 1 of this Article at regular starting time, and the Employer shall provide or pay for all additional transportation for such jobs, including transportation from such job back to the limits specified in Section 1 of this Article which will assure arrival at such limits at quitting time. As an alternative to the foregoing method, travel expense may be paid by a zone or other method of payment. If this alternative method is used, it will be provided in a written addendum attached hereto. If an Employer sends an employee to perform work outside of the territorial jurisdiction of the United States of America or Canada, travel pay and/or subsistence arrangements shall be negotiated locally. **(See Addendum #4 on page 23)**

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

ARTICLE VIII

SECTION 1. The minimum rate of wages for journeymen sheet metal workers covered by this Agreement when employed in a shop or on a job within the jurisdiction of the Union to perform any work specified in Article I of this Agreement shall be (see page 34) per hour, except hereinafter specified in Section 2 of this Article.

SECTION 2. On all work specified in Article I of this Agreement, fabricated and/or assembled by journeymen, apprentices, preapprentices and/or classified sheet metal workers within the jurisdiction of this Union, or elsewhere, for erection and/or installation within the jurisdiction of any other collective bargaining areas or local union affiliated with the Sheet Metal, Air, Rail, and Transportation Workers (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 II and Section 1 of Article III shall not be applicable to the manufacture for sale to the trade or purchase of the following items:

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

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

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

SECTION 6. When the Employer has any work specified in Article I of this Agreement to be performed outside of the area covered by this Agreement and within the area covered by another Agreement with another local union affiliated with the Sheet Metal, Air, Rail, and Transportation Workers (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 the Sheet Metal, Air, Rail, and Transportation Workers (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 VIII, the term "wage scale" shall include the value of all applicable hourly contractual benefits in addition to the hourly wage rate provided in said Sections.

SECTION 8. Welfare benefit contributions shall not be duplicated.

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

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

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

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

SECTION 9. Wages at the established rates specified herein shall be paid check or cash in the shop or on the job at or before quitting time on Friday of each week, and no more than two (2) days' pay will be withheld. Alternative payroll procedures, i.e., electronic and/or automatic deposit may be negotiated locally. However, employees when discharged shall be paid in full. **(See Addendum #5, Section 9 on page 24-25)**

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

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

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

(b). The Employer shall pay the Sheet Metal and Air Conditioning Contractors' National Industry Fund of the United States (IFUS) the hourly contribution rate established by the IFUS trustees. The IFUS trustees shall notify the Sheet Metal, Air, Rail, and Transportation Workers (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 Springfield and Vicinity Sheet Metal Contractors' Association.

(c). The IFUS shall submit to the Sheet Metal, Air, Rail, and Transportation Workers (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 the Sheet Metal, Air, Rail, and Transportation Workers (SMART).

(d). Grievances concerning use of IFUS funds for purposes prohibited under Section 12(a) or for violations of other subsections of this Section may be processed by the Sheet Metal, Air, Rail, and Transportation Workers (SMART) directly to the National Joint Adjustment Board under the provisions of Article X of this Agreement. In the event such proceeding results in a deadlock, either party may, upon ten (10) days notice to the other party, submit the issue to final and binding arbitration. The Arbitrator shall be selected by the Co-Chairmen of the National Joint Adjustment Board. The Arbitrator shall be authorized to impose any remedial order he deems appropriate for violation of this Section, including termination of the Employer's obligation to contribute to the IFUS. The authority of the Arbitrator is expressly limited to a determination of a deadlocked issue under this Section, (Section 12, Article VIII), and no other.

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

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

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

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

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

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

SECTION 15. Effective as of the date of this Agreement, the 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 SMART Local 218.

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 SMART Local 218.

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 SMART Local 218.

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 seven (7) days notice of such delinquency by the trustees. The withdrawal of such employees from the service of the Employer shall not constitute a violation of any provision of this Agreement.

SECTION 17(a). The Employer shall comply with any bonding provisions governing local Funds that may be negotiated by the local parties and set forth as a written Addendum to this Agreement. The Employer shall likewise comply with bonding requirements established by the Trustees of the National Funds. **(See Addendum #1, Section 5 on page 19)**

(b). When an Employer is performing any work specified in Article I of this Agreement outside of the area covered by this Agreement, and within the area covered by another Agreement with a local union affiliated with the Sheet Metal, Air, Rail, and Transportation Workers (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 six (6) consecutive months.

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

The parties agree that any 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.

(See Addendum #12 on page 31)

ARTICLE IX

SECTION 1. Journeymen, apprentice, preapprentice and classified sheet metal workers covered by this Agreement shall provide for themselves all necessary hand tools. The Union and the Employer shall establish a standardized tool list, which shall be set forth as a written addendum attached hereto. **(See Addendum #6, Section 1B on page 29)**

SECTION 2. Journeymen, apprentice, preapprentice and classified sheet metal workers covered by this Agreement shall not be permitted or required as a condition of employment to furnish the use of automobile or other conveyance to transport men, tools, equipment or materials from shop to job, from job to job, or from job to shop; facilities for such transportation to be provided by the Employer. This provision shall not restrict the use of an automobile or other conveyance to transport its owner and personal tools from home to shop or job at starting time or from shop or job to home at quitting time.

ARTICLE X

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

SECTION 1. Grievances of the Employer or the Union, arising out of interpretation or enforcement of this Agreement, shall be settled between the Employer directly involved and the duly authorized representative of the Union, if possible. Both parties may participate in conferences through representatives of their choice. The local Employers' Association or the

Local Union, on its own initiative, may submit grievances for determination by the Board as provided in this Section. The grievance procedure set forth in this Article applies only to labor-management disputes.

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

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

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

SECTION 3. Grievances not disposed of under the procedure prescribed in Section 2 of this Article, because of a deadlock or failure of such Board to act, may be appealed jointly or by either party to a Panel, consisting of one (1) representative appointed by the Labor Co-Chairman of the National Joint Adjustment Board and one (1) representative appointed by the Management Co-Chairman of the National Joint Adjustment Board. Appeals shall be mailed to the National Joint Adjustment Board.* Notice of appeal to the Panel shall be given within thirty (30) days after termination of the procedures prescribed in Section 2 of this Article. Such Panel shall meet promptly but in no event more than fourteen (14) calendar days following receipt of such appeal, unless such time is extended by mutual agreement of the Panel members. Except in case of deadlock, the decision of the Panel shall be final and binding.

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

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

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

Adjustment Board are incorporated in this Agreement as though set out in their entirety. (Copies of the procedures may be obtained from the National Joint Adjustment Board.*)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XI

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

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

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

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

SECTION 5. Each apprentice shall serve an apprenticeship of up to five (5) years and such apprentices shall not be in charge of work on any job and shall work under the supervision of a journeyman until apprenticeship terms have been completed and they have qualified as journeymen. **(See Addendum #7 on page 29-30)**

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

(See Addendum #7 on page 29)

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

Third year —First half 60%-Second half 65%

Second year—First half 50%-Second half 55%

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

(See Addendum #11 on page 30)

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

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

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

ARTICLE XII

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

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

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.

ARTICLE XIII

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

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

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

The wage scale for preapprentices shall be a minimum of thirty percent (30%) of the wage rate for journeymen sheet metal workers. Health and welfare coverage shall be arranged on behalf of the preapprentices by the parties.
(See Addendum #8 on page 30)

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

ARTICLE XIV

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

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

Classified workers may perform any work covered by Article I of which they are capable and will work under the general direction of a journeyman. The wage rate for classified workers will be not less than forty percent (40%) of the journeyman wage rate. They shall be covered by the local health 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. **(See Addendum #9 on page 30)**

ARTICLE XV

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

ARTICLE XVI

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

ARTICLE XVII

SECTION 1. This Agreement and Addenda Numbers 1 through 16 attached hereto shall become effective on the 1st day of June, 2017 and remain in full force and effect until the 31st day of May, 2020 and shall continue in force from year to year thereafter unless written notice of reopening is given not less than ninety (90) days prior to the expiration date. In the event such notice of reopening is served, this Agreement shall continue in force and effect until conferences relating thereto have been terminated by either party by written notice, provided, however, that, if this Agreement contains Article X, Section 8, it shall continue in full force and effect until modified by order of the National Joint Adjustment Board or until the procedures under Article X, Section 8 have been otherwise completed.

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

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

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

SECTION 5. By execution of this Agreement the Employer authorizes Springfield and Vicinity Sheet Metal Contractors' Association 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.

**ADDENDUMS FOR LOCAL #218-S CONTRACT
EFFECTIVE JUNE 1, 2017 THROUGH MAY 31, 2020**

ADDENDUM #1

SECTION 1. Relating to Contractors: Whereas the parties hereto are desirous of making an explanatory addition to the principal contract and following addenda thereto:

Now, therefore they do agree that whenever the term “Contractor” or “Employer” is used in the principal contract and/or addenda thereto, it shall not include an individual or company which:

- A. Has no regular place of business;
- B. Does not fabricate sheet metal work;
- C. Does not have the machinery, tools, or equipment to fabricate or install sheet metal work;
- D. Does not regularly employ sheet metal craftsmen;
- E. Is not qualified to supervise sheet metal installations or who lacks any substantial number of the above qualities or qualifications;
- F. If no signatory Contractor will bid or secure the sheet metal work, the Business Manager and/or the Business Agent of Local #218S will do whatever he feels is necessary to secure all work of the sheet metal workers covered under Article I, SECTION 1 of the Standard Form of Union Agreement.

SECTION 2. The Employer agrees to a bidding and erection responsibility.

- A. Bidding responsibility shall mean the employer when bidding, will include all materials specified in Article 1, and such heating and air conditioning equipment falling within the jurisdictional rights of the Sheet Metal, Air, Rail, and Transportation Workers (SMART) and the Sheet Metal Industry.
- B. Erection responsibility shall mean that when an employer is the successful bidding Contractor for such work as described in Article 1, and Section 1-A, he will furnish all materials and equipment, and install same.
- C. Stewards in shops and on jobs shall be appointed by the Local Union.
- D. The Steward shall be one (1) steward for the first 100 men and an additional Assistant Steward shall be appointed after 100 men. The steward shall receive the equivalent of superintendent’s pay after the first 75 men, and the Assistant Steward shall receive the equivalent of foreman’s pay. In computing the ratio, each individual job site shall reflect this ratio. Shops not on the job site shall be computed separately.
- E. Each Employer shall provide the Union with job and jurisdictional information.

SECTION 3. Most Favored Nations Clause: If more favorable conditions are granted by Local Union #218 to any other Employer in the Jurisdictional area of this contract, all Employers will have the right to adopt the same as an amendment to this agreement effective at once.

SECTION 4. The Contractors’ Association and Local #218 hereby agree that, the operation of all equipment and/or machines, of every kind and description pertaining to the fabrication and installation of all sheet metal work, including but not limited to, welding machines, shall be the work of the employees covered by this contract. It is also agreed, that any and all work performed in the shop and/or on the job site by a signatory Employer shall be the work of the employees covered by this contract. It is also agreed that company truck drivers shall transport materials and/or equipment to the job site.

SECTION 5. Fringe Benefit Bond Requirement:

Schedule 1. Bond amount for new contractors* or late pay contractors**:

- a) \$12,000.00 per man for benefits.

Schedule 2. Bond amount for prompt pay established contractors:

1 – 3 men	\$15,000.00
4 – 7 men	\$35,000.00
8 – 10 men	\$50,000.00
11 – 15 men	\$75,000.00
Over 15 men	\$100,000.00

An irrevocable letter of credit may be used in lieu of a bond.

Bonds are to be provided annually beginning January 1st of each year or whenever a new contractor comes to the area. Copies of the bonds are to be provided to the local SMACNA Office.

All current contractors would be placed in Schedule 2 for a period of one (1) year. At that time all contractors would be subject to the provisions shown above.

*A new contractor could be defined as one who has paid local benefits for less than twelve (12) months.

**A late pay contractor would be one who makes payment beyond the fifteen (15) day grace period twice in any twelve (12) month period. They would then be considered a “late pay contractor” until such time that twelve (12) consecutive payments have been made on time.

No employee shall work in a shop or on a job site when his employer is thirty (30) days late in transmission of his fringes or any other monies, including penalties.

The employees shall report immediately to the Union the issuance of any NSF (Not Sufficient Fund) payroll checks and shall be removed from any shop or job site. The employee shall receive full pay at straight time for all time lost from regular work days and regular work hours, until such time as all checks are made good. The only exception to these conditions will be account errors by the Contractor’s bank. If NSF (Not Sufficient Fund) checks are issued on a second occasion, the Employer, for a period of twelve (12) months, will be required to pay by certified check.

The Union office shall forward within ten calendar days upon request a current listing of all Employers that are signatory to the contract for a period of less than two (2) years. Any new signatory Contractor shall be added immediately to the list and the updated list shall be forwarded to the Springfield and Vicinity Sheet Metal Contractors’ Association within fifteen (15) calendar days after adding any new Contractor.

SECTION 6. The Contractor shall carry Workmen’s Compensation and Unemployment Compensation on all employees covered by this Agreement. Unemployment Compensation number shall be furnished to the Union upon request.

SECTION 7. When an employee has an injury of a serious nature which requires medical attention, he shall be accompanied by a steward or another employee, to the hospital or doctor, and neither shall suffer loss in pay for same. This shall not prevent management personnel, in lieu of the steward or other employee if readily available, to accompany injured. On repeated visits within reason for same injury, before released, the injured employee shall suffer no loss of pay. The injured employee shall receive a copy of the accident report. The accident report shall be signed by the responsible person who accepted the accident report.

SECTION 8. Drug and Alcohol Abuse Program:

Sheet Metal Workers Local # 218 and Springfield and Vicinity Sheet Metal Contractors’ Association have agreed to a substance abuse program that will include alcohol and drug testing, pre-employment testing, random testing, probable cause testing, and post accident/incident testing. All employees and owners will be subject to the drug and alcohol policy or its equivalent.

The contractor association will promote the use of this drug and alcohol policy to its members outlining the benefits and the liabilities of not verifying the program status.

In the terms of this agreement we will allow BCRC (our former 3rd party drug and alcohol program manager) to be replaced by an alternative drug and alcohol policy to be mutually agreed upon and mandated by a letter of understanding between SMART Local 218 and the Springfield and Vicinity Sheet Metal Contractors' Association.

SECTION 9. Integrity Clause: We the undersigned have read and discussed with Local #218 the above clause. By signing this document we are in agreement and submit to this Article being added to the working addendum and contract entered into between SMART Local 218 and the Springfield & Vicinity Sheet Metal Contractors' Association or individual Contractors.

ADDENDUM #2 ARTICLE IV

SECTION 2. The Employer agrees to give the Business Manager and/or Business Agent at least forty-eight (48) hours (2 working days) advance notice when additional journeymen sheet metal workers are requested.

The Contractor will give the Union office at least twenty-four (24) hours advance notice of the termination of men so that they may be reassigned with a minimum amount of lost time. Termination of employees cannot take place until the Union office has received twenty-four (24) hour notice. All employees shall be notified two (2) hours prior to quitting time on the day they are to be terminated. The Contractors are to fill out a termination notice on each employee being terminated. Any employee with a termination notice marked (not for rehire) will have the notice placed in their file at the Union office. The employee will not be referred to the Contractor for a period of two (2) years unless, upon review of the employee's file, the problem that led to the initial termination has been corrected.

If a Contractor desires to terminate an employee before the end of a shift, said employee is to receive the balance of eight (8) hours pay as severance. Severance pay begins at the time the employee leaves the shop and/or job site. Failure to comply with the two (2) hour notification may result in an additional one (1) day pay.

All men should give the Contractor advance notice of time off when practical.

SECTION 3. Referral Procedures: In the interest of maintaining an efficient system of production in the industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interest of the employees in their employment status within the area, and of eliminating discrimination in the employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

SECTION 4. Referral of Applicants for Employment:

- A. The Union shall be the sole and exclusive source of Employers for referrals of applicants for employment notwithstanding the provisions of Article IV and Article V of the Standard Form of Union Agreement.
- B. The Employer shall have the right to reject any applicant for employment. The Employer shall give the Business Manager and/or Business Agent a written explanation for rejection of an applicant. An applicant referred to work by referral from the union, solicitation, or callback shall not be placed to work if they are not cleared for work according to the current drug policy in effect. The applicant shall not receive show up pay if they are not cleared for work. **(refer to Addendum #1, Section 8, Page 19-20)**
- C. The Union shall select and refer applicants for employment without discrimination against such applicant by reason of membership or non-membership in the Union, and such selection and referral shall not be affected in any way by rules, regulations, by-laws, constitutional provisions, or any other aspect or obligations of the Union membership policies or requirements. All such selection and referral shall be in accordance with the procedure set forth herein.

SECTION 5. Out Of Work List: The Union shall maintain an “Out of Work List,” which shall list the applicants who are unemployed in the chronological order of the date they register their availability for employment, subject to the following:

- A. An applicant who is referred to an Employer, and who, through no fault of his own, receives less than eighty (80) hours work, shall be restored to the position on the “Out of Work List” to which he would be entitled had he not been referred.
- B. Any applicant for employment who refuses three (3) offers of work in the jurisdiction of Local #218 will be placed at the bottom of the “Out of Work List.”
- C. Occasionally work in the construction industry may slow down to the point where apprentices must be laid off for short periods of time to maintain the proper journeyman to apprentice ratios. When apprentices are on layoff, the most senior apprentice will be placed to work first, without regards to their place on the out of work list or the contractor they last worked for, so that apprentices have the opportunity to complete their apprenticeship with a minimal loss of time.

SECTION 6. Method of Referral of Applicants: The Employer shall advise the Business Manager or Business Agent of the number of applicants required. The applicants will be taken from the top of the “Out of Work List” with the following exceptions:

- A. The Employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager or Business Agent shall refer the first applicant on the list possessing such skills and abilities without regard to the applicants place on the “Out of Work List.”
- B. When a journeyman has been employed for a period of more than three (3) months thereafter the journeyman may be referred to the Employer by the Business Manager or Business Agent if requested by the Employer within a period of three (3) year from last employment, without regard to the journeyman’s place on the “Out of Work List.”
- C. After a waiting period of seven (7) calendar days, with a card signed by the Business Manager or Business Agent, a journeyman shall be permitted to solicit a job. After acceptance of employment the Employer shall sign the card and the Journeyman shall be responsible for returning the card to the Business Manager or Business Agent. This card shall be dated and shall expire in thirty (30) days. A member from another Local or a former member, who reinitiates, shall only be allowed to solicit a job with a local signatory contractor upon the conclusion of a one (1) year waiting period from the time their transfer card or re-initiation fee is accepted. Local #218 members may solicit a job with any Local #218 signatory contractors within the jurisdiction of Local #218. Local #218 members can not solicit a job with any out of town contractors who have work in Local #218’s jurisdictional area. Out of town contractors are contractors with a business address outside of Local #218’s jurisdictional area.

SECTION 7. Hold Harmless: The Union agrees to indemnify and save harmless the Employer from any damages of any kind or nature whatsoever that the Employer shall be obligated to pay to a registrant in the management and operation of such hiring procedures, as outlined above.

ADDENDUM #3
ARTICLE VI

SECTION 1A. Overtime: The first two (2) hours of overtime per day during Monday through Friday will be paid at time and a half (1½). The first eight (8) hours of overtime on Saturday will be one and one half (1½) times the hourly rate, all other overtime will be at double time. All overtime work shall be by mutual consent between the Employer and the Local Union.

SECTION 1B. All overtime service work on Residential HVAC Equipment is to be paid at time and a half (1½) the hourly rate.

SECTION 1C. Hours of Work: The standard work day shall be an established consecutive eight (8) hour period between the hours of 6:00 a.m. and 4:30 p.m. with one-half hour designated as an unpaid period for lunch. The normal work week shall be Monday through Friday. Exceptions may be made due to heat or any undue circumstances. If an employee covered by this agreement starts to work at 8:00 a.m., they shall receive four (4) hours pay minimum. If an employee starts after 12:30 p.m. they shall receive a minimum of eight (8) hours pay. Acts of God or situations beyond the employer(s) control shall exempt this section.

SECTION 1D. Four ten hour days. A work week of four (4) consecutive ten (10) hour days, Monday through Friday, will be permitted when approved by mutual agreement of the Union, employee(s) and the Employer, and subject to the following rules:

- A. The four (4) scheduled ten (10) hour days shall be paid at the regular straight time wages;
- B. The first two (2) hours worked over ten (10) hours per day or the first ten (10) hours over forty (40) hours per week shall be paid at the regular rate of time and one half.

Double time will be paid on all hours worked in excess of the limits stated above.

Failure to give prior written notification and not receiving approval from the Union and the employees will void the four (4) ten (10) hour provision of this agreement and all hours worked will be paid according to the regular five (5) day, eight (8) hours per day work week and the appropriate overtime rates established in Section 1A of Addendum #3, Article VI.

SECTION 1E. Saturday Make-Up Day. The Saturday make-up day applies to roofing Contractors. Employees in the field only may be allowed to work Saturday as a make-up day when a previous day of the week is canceled due to inclement weather, for regular straight time pay up to eight (8) hours, provided:

- A. the Union, employee and Employer must agree;
- B. it will not be a condition of employment to work Saturday as a make-up day, and no employee shall be discriminated against for refusal to work a make-up day;
- C. all hours of work over eight (8) hours per day or forty (40) hours per week shall be paid at the applicable overtime rate.

The Saturday make-up day will also apply on residential field work when a previous day of the work week is cancelled due to inclement weather or an individual voluntarily takes a day off during the week provided the conditions in A, B, and C shown above are met.

SECTION 2. Holidays: The Union agrees to use the day after Thanksgiving (Friday) in lieu of Veteran's Day. Holidays shall be: New Year's Day, Memorial Day, 4th of July (Independence Day), Labor Day, Thanksgiving Day, and Christmas Day. All holidays that fall on Saturday shall be observed on the preceding Friday. Holidays that fall on Sunday shall be observed on the following Monday. Employer agrees to no repercussion to employees who wish to celebrate Veteran's Day.

SECTION 4. Shift Work: When so elected by the Contractor, shifts of at least three (3) consecutive days' duration may be worked. When two (2) or three (3) shifts are worked, the day shift shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Employees on the day shift shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work.

The evening shift shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Employees on the evening shift shall receive eight (8) hours pay at the regular hourly rate plus 10% for seven and one half (7 ½) hours work.

The night shift shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Employees on the night shift shall receive eight (8) hours pay at the regular hourly rate plus 15% for seven (7) hours work.

A lunch period of thirty (30) minutes shall be allowed on each shift.

If only two (2) shifts are to be worked, the Employer may regulate starting time of the two (2) shift operations to permit the maximum utilization of daylight hours.

All shift work performed on Saturday, Sunday or holidays and all hours worked other than the regular shift hours shall be paid according to the overtime provisions in this agreement. The appropriate shift premiums also will apply.

If other hours and conditions are to be observed with respect to shift work, it shall be by mutual consent of the Contractor involved and the Union Business Manager or Business Agent.

In the event that employees are changed from one shift to another, there shall be eight hours lapse between shifts otherwise overtime wage rate shall be applicable.

By prior agreement between the Employer and the Union Business Manager or Business Agent, if the Employer is required to perform work which cannot be performed during regular working hours, the employee(s) may work a special shift. During the first eight (8) hours of a special shift, a ten percent (10%) premium will be paid on the eight (8) hours worked. If the work cannot be completed in eight (8) hours, overtime will be paid at one and one half (1½) times the hourly rate for the first two (2) hours worked. Thereafter, it will be at two (2) times the hourly rate.

No employee may work on a special shift if he has performed bargaining unit work that day during the regular working hours.

The Employer's request for this special shift must include the starting date, the approximate number of employees involved, and the estimated conclusion date.

ADDENDUM #4 ARTICLE VII

SECTION 1. There shall be no travel pay in the jurisdictional area of Local 218S.

SECTION 2. Travel pay for work outside the jurisdiction of Local 218S will commence from the outermost boundary of the Local 218S contract jurisdictional area. Travel pay will be paid by a separate expense check at the straight time hourly rate. Fringe benefits will not apply to travel pay. The Contractors are to provide transportation for all members working outside the 218S contract area.

SECTION 3. Travel pay to a job within the jurisdiction of another Local shall be paid as provided under Article VIII, Section 6, of the Standard Form of Union Agreement.

SECTION 4. There will be no hauling of material of any kind by an employee in his or her personal vehicle.

ADDENDUM #5
ARTICLE VIII

SECTION 4. Wage Equalization: The parties to this agreement recognize wage equalization on the manufacture of spiral pipe and fittings.

SECTION 9. Pay Day And Hold Back: The regular pay day shall be once a week on Friday, except when pay day is a holiday, then the last day before the holiday shall be pay day.

Wages shall be payable before quitting time and are to be paid in cash or other legal tender. The weekly payroll shall end no earlier than the third day prior to pay day. Accompanying each payment of wages shall be a separate statement identifying the employer, showing the total earnings, the amount and purpose of each deduction, and the number of hours and net earnings.

When an employee is laid off or discharged, his/her pay continues until he/she is paid in full in cash or other legal tender. When an employee quits of his/her own accord, he/she shall wait for the regular pay day for his/her wages.

If the employee is made to wait beyond that time for his/her money, he/she shall be paid regular rate of wages for all the time he/she is made to wait.

FRINGE BENEFITS:

- A. The employer agrees that, after taxes, to withhold five (\$0.05) cents per hour worked by each employee and forward same to the P.A.L. Fund. It is understood that this is a deduction from the base rate. Contributions to the Working Dues Assessment at the rate required will also be a deduction from the base rate (after taxes). Contributions for the working dues assessment shall include the required working dues assessment by the Local Union, the International, Youth to Youth/Organizing Fund and the Local #218S Equality Fund. Contribution rates are shown on pages 34-38.
- B. All fringe benefits shall be paid on hours worked.
- C. Each Employer working under this Agreement agrees to abide by the terms of the respective trust fund as outlined on pages 24-29 of this Addendum. Said trusts shall be considered a part hereof as if set forth in detail.
- D. Apprentices shall be paid at the starting rate of 45% of base, and progress at the rate prescribed of 5% every six (6) month period. At the start of the first year, all fringe benefits shall be paid with the exception of SASMI which shall start on year two (2).
- E. The due date for remittance reports will be the 15th of the succeeding month.
- F. Contributions to ITI, NEMI, and SMOHI are required on residential journeymen, residential specialists, and pre-apprentices.

FIELD SUPERVISION: The Employer recognizes shop and job site foreman on the following schedule for each hour worked:

- A. Foreman Rate----- \$3.40
- B. General Foreman Rate----- \$3.90
- C. Superintendent Rate----- \$4.40

Effective June 1, 2019 the Foreman rate will be \$3.65, General Foreman rate \$4.15, and Superintendent \$4.65.

One of the first two men hired through the hall by an out of town Contractor shall receive the foreman rate once the crew size reaches a total of four men.

FOREMAN RATIO: The Foreman ratio shall be one (1) in four (4). (Every 4th man) For every three (3) foreman, total of twelve men on the job, there shall be an area (General) foreman appointed. When a job requires four foremen, a superintendent shall be appointed.

LEAD MAN: Foreman rate shall be paid to any employee who is put into a Lead Man position when he is overseeing multiple jobs which have a ratio equal to the current foreman ratio. (4 men)

FIELD WELDERS: Field Welders, whose prime function is to weld, shall receive fifty cents (\$0.50) per hour above the base rate. Field Welders must have a helper (journeyman or apprentice) at all times when welding above floor level on ladders, scaffold, high jack, or platform. The primary reason for this clause is safety.

HIGH PAY: High Pay shall be paid only when working on a swinging stage, Boatswain Chair, or any suspended platform or equipment.

- A. All work from base to 50 foot shall be fifty ((\$0.50) cents above the base rate.
- B. All work over 50 foot shall be at one (\$1.00) dollar above the base rate.

SECTION 10. Filing Date for Reports and Payment: The payments and reports for the following funds shall be sent to Sheet Metal Workers' Local #218, 2855 Via Verde, Springfield, IL 62703 on or before the fifteenth (15th) of each month following the calendar months in which the paycheck was issued:

- A. **Apprentice Training Fund:** The employer shall pay the amount per hour as per the current wage and fringe benefits detail sheet for each hour worked by all employees of the employer covered by this agreement. The employer agrees to adopt the Agreement and Declaration of Trust of the Apprentice Training Fund as presently constituted and as the same may be amended from time to time, to be bound by all Rules and Regulations of the Fund as adopted by the Trustees, as presently existing and as the same may be amended from time to time.
- B. **Local Industry Fund:** The employer shall pay the amount per hour as per the current wage and fringe benefits detail sheet for each hour worked by all employees of the employer covered by this agreement to the Springfield and Vicinity Sheet Metal Contractors' Association. The employer agrees to adopt the Agreement and Declaration of Trust of the Local Industry Fund as presently constituted and as the same may be amended from time to time, to be bound by all Rules and Regulations of the Fund as adopted by the Trustees, as presently existing and as the same may be amended from time to time.
- C. **National Industry Fund:** The employer shall pay the amount per hour as per the current wage and fringe benefits detail sheet for each hour worked by all employees of the employer covered by this agreement to the Sheet Metal and Air Conditioning Contractors' National Industry Fund of the United States (IFUS) in accordance with Section 12 of the SFUA. The employer agrees to adopt the Agreement and Declaration of Trust of the National Industry Fund as presently constituted and as the same may be amended from time to time, to be bound by all Rules and Regulations of the Fund as adopted by the Trustees, as presently existing and as the same may be amended from time to time.

- D. **International Training Institute**: The employer shall pay the amount per hour as per the current wage and fringe benefits detail sheet for each hour worked by all employees of the employer covered by this agreement to the International Training Institute in accordance to Section 15 of the SFUA. The employer agrees to adopt the Agreement and Declaration of Trust of the International Training Institute Fund as presently constituted and as the same may be amended from time to time, to be bound by all Rules and Regulations of the Fund as adopted by the Trustees, as presently existing and as the same may be amended from time to time. (See Addendum #12, Section 1 on pages 31)
- E. **Local Pension Fund**: The employer shall pay the amount per hour as per the current wage and fringe benefits detail sheet for each hour worked by all employees of the employer covered by this agreement to the Sheet Metal Workers' Local #218S Pension Fund. The employer agrees to adopt the Agreement and Declaration of Trust of the Local Pension Fund as presently constituted and as the same may be amended from time to time, to be bound by all Rules and Regulations of the Fund as adopted by the Trustees, as presently existing and as the same may be amended from time to time.
- F. **National Pension Fund**: The employer shall pay the amount per hour as per the current wage and fringe benefits detail sheet for each hour worked by all employees of the employer covered by this agreement to the Sheet Metal Workers' National Pension Fund. The employer agrees to adopt the Agreement and Declaration of Trust of the National Pension Fund as presently constituted and as the same may be amended from time to time, to be bound by all Rules and Regulations of the Fund as adopted by the Trustees, as presently existing and as the same may be amended from time to time.
(See Addendum #12, Section 1 on pages 31)
- G. **Health and Welfare Fund**: The employer shall pay the amount per hour as per the current wage and fringe benefits detail sheet for each hour worked by all employees of the employer covered by this agreement to the Sheet Metal Workers' Local #218 Health and Welfare Fund. The employer agrees to adopt the Agreement and Declaration of Trust of the Health and Welfare Fund as presently constituted and as the same may be amended from time to time, to be bound by all Rules and Regulations of the Fund as adopted by the Trustees, as presently existing and as the same may be amended from time to time.
- H. **SASMI**: The employer shall make monthly payments of an amount equal to three percent (3%) of the gross earnings of each employee subject to this agreement to the National Stabilization Agreement for the Sheet Metal Industry Trust Fund (SASMI). Gross earnings, for purposes of this agreement, shall mean (a) total wages paid to an employee by the employer which are reportable by the employee for federal income tax purposes, and (b) any and all contributions paid by such employer on behalf of the employee to a 401(k), pension and/or health and welfare fund. The employer agree to adopt the National Stabilization Agreement of the Sheet Metal Industry Agreement and Declaration of Trust as presently constituted and as the same may be amended from time to time, to be bound by all the rules and regulations of the plan as adopted by the trustees, as presently existing and as the same may be amended from time to time.
(See Addendum #12, Section 1 on pages 31)
- I. **Sheet Metal Workers' Local #36 401(k)**: The employer shall pay the amount per hour as per the current wage and fringe benefits detail sheet, plus any voluntary contributions deducted from the employee's check with their consent, for each hour worked by all the employees of the employer covered by this agreement to the Sheet Metal Workers' Local #36 401(k) Fund. The employer agrees to adopt the Agreement and Declaration of Trust of the Sheet Metal Workers' Local #36 401(k) as presently constituted and as the same may be amended from time to time, to be bound by all Rules and Regulations of the Fund as adopted by the Trustees, as presently existing and as the same may be amended from time to time.
- J. **SMWIA Scholarship Fund**: The employer will contribute to the Sheet Metal Workers' International Scholarship Fund one cent (\$0.01) per hour for each hour worked by each employee of the employer covered by this agreement. The employer agrees to adopt the Agreement and Declaration of Trust of the SMWIA Scholarship Fund as presently constituted and as the same may be amended from time to time, to

be bound by all Rules and Regulations of the Fund as adopted by the Trustees, as presently existing and as the same may be amended from time to time.

(See Addendum #12, Section 1 on pages 31)

- K. **NEMIC**: The employer will contribute to the National Energy Management Institute Committee (NEMIC) three (\$0.03) per hour for each hour worked by each employee of the employer covered by this agreement in accordance with Section 15 of the SFUA. The employer agrees to adopt the Agreement and Declaration of Trust of the NEMIC Fund as presently constituted and as the same may be amended from time to time, to be bound by all Rules and Regulations of the Fund as adopted by the Trustees, as presently existing and as the same may be amended from time to time.

(See Addendum #12, Section 1 on pages 31)

- L. **SMOHIT**: The employer will contribute to the Sheet Metal Occupational Health Institute Trust (SMOHIT) two cents (\$0.02) per hour for each hour worked by each employee of the employer covered by this agreement in accordance with Section 15 of the SFUA. The employer agrees to adopt the Agreement and Declaration of Trust of the SMOHIT Fund as presently constituted and as the same may be amended from time to time, to be bound by all Rules and Regulations of the Fund as adopted by the Trustees, as presently existing and as the same may be amended from time to time.

(See Addendum #12, Section 1 on pages 31)

- M. **PAL Fund**: The employer shall pay the amount per hour as per the current wage and fringe benefits detail sheet for each hour worked by all employees of the employer covered by this agreement. The employer agrees to adopt the Agreement and Declaration of Trust of the PAL Fund as presently constituted and as the same may be amended from time to time, to be bound by all Rules and Regulations of the Fund as adopted by the Trustees, as presently existing and as the same may be amended from time to time.

- N. **Working Dues Assessment**: The employer shall deduct from the member's pay the amount per hour as per the current wage and fringe benefits detail sheet for each hour worked by all employees of the employer covered by this agreement. The funds deducted for working dues assessment shall be forwarded to the Local Union with the monthly fringe benefit payment. The Working Dues Assessment rate is the sum of working dues to the Local Union, the International, Youth to Youth/Organizing Fund and the 218S Equality Fund.

SECTION 11. Late Payments: Payments to the above-stated Funds shall be made by the Employer on or before the fifteenth (15th) of each month following the calendar month in which the hours were worked. Late payments may result in the assessment of liquidated damages by each respective Fund in accordance with its Rules and Regulations.

Collection: Payments to the above-stated Funds shall be made by the Employer on or before the fifteenth (15th) of each month following the calendar month in which the hours were worked or otherwise in accordance with the rules and procedures adopted by the respective Fund. All contributions shall be made at such time and in such manner, as the respective Funds require. The Funds shall have the authority to have an accountant audit the records of the Employer at the employer's cost, as set forth in the Trust Agreements, upon reasonable notice, for the purpose of determining the accuracy of the Employer's contributions to the Funds. If an Employer fails to make contributions as prescribed herein, the Union and/or the Trustees shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provision hereof to the contrary notwithstanding, and the Employer shall be liable for liquidated damages and all costs for collection of the payments due, together with reasonable attorney's fees, and other such costs or charges as may be assessed by the Trustees pursuant to the Trust Agreement and applicable law.

(See Addendum #12, Section 1 on pages 31)

SECTION 12. On or before the 15th day of each month, each signatory employer shall submit one (1) remittance check made payable to "Sheet Metal Workers Local #218 Fringe Benefit Distribution Account," accompanied by a completed fringe benefit report. The remittance check and three (3) copies of the report shall be mailed and/or delivered to:

(See Addendum #12, Section 1 on pages 31)

Sheet Metal Workers Local #218 Fringe Benefit Distribution Account
C/o SMART Local #218
2855 Via Verde,
Springfield, IL 62703

The union shall act only in the capacity of/as a transmittal agent for the sole purpose of processing monthly fringe benefit contributions as dictated and acting in compliance with the Labor Department Section 302.

Upon receipt of the remittance check and report, the union shall verify the math accuracy based upon the hours reported by the employer for each employee and the current contribution rate. Should error(s) be discovered, the union shall notify the employer of any discrepancies found.

The union shall deposit an employer's remittance check in an account bearing the name of "Sheet Metal Workers Local #218 Fringe Benefit Distribution Account." The employer's remittance check shall not be cashed, voided, or deposited in any manner except being deposited into the said account above.

On or before the 25th day of each month, the union staff shall prepare checks and/or wire transfer and/or ACH transfer made payable to each fringe benefit fund, in the amount(s) dictated by the total of all fringe benefit reports received and processed. **(See Addendum #12, Section 1 on pages 31)**

On or before the 25th day of each month, each fringe benefit check and/or wire transfer and/or ACH transfer made payable to each fringe benefit fund shall be co-signed jointly by one (1) designated representative by the union and one (1) designated representative by the contractors' association.

On or before the 25th day of each month, after each check and/or wire transfer and/or ACH transfer payable to the individual fringe benefit funds has been co-signed jointly, each check and/or wire transfer and/or ACH transfer shall be forwarded directly to each fringe benefit fund administrative office accompanied by a copy of each employer's fringe benefit fund monthly report. A copy summarizing all employer's reports and monies shall not be allowed without being accompanied by individual employer's reports. **(See Addendum #12, Section 1 on pages 31)**

The "Sheet Metal Workers Local #218 Fringe Distribution Account" shall be established for the sole purpose of depositing monthly fringe benefit monies from all signatory employers and forwarding monies to each individual fringe benefit fund. No other transactions shall be allowed with regards to this checking account other than specified above.

A fidelity bond shall be secured for all individuals receiving checks, depositing checks and disbursing monies. Any cost for said bond shall be paid by the appropriate trust fund. All bank fees shall be paid by the contractors association. Funds deposited into the Sheet Metal Workers Local #218 Fringe Distribution Account" shall not be co-mingled with any other monies, any other trade unions, fringe benefit funds monies, union activities monies, and contractor activities monies. Funds deposited into this account shall not be utilized as collateral, guarantee or similar, for any employer and/or union activities, business and/or personal transactions.

*** The name for the fringe benefit distribution account will change to SMART Local #218 Fringe Benefit Distribution Account when all the contract areas of Local #218 have agreed to the change.**

ADDENDUM #6
ARTICLE IX

SECTION 1A. Personal tools stolen from within a job gang box shall be replaced by the Employer under the following conditions:

- A. Forced entry
- B. Police report
- C. Fifty dollar (\$50.00) deductible per occurrence, per person

SECTION 1B. Required Hand Tool List:

Sheet Metal Hammers – 18 oz	Plumb Bob
Hack Saw Frame (no blades)	Small Crowbar
Screw Driver assortment	Hand Tongs
Duct Pullers (hand)	Jr. Whitney Punch
Steel Tape (up to 50ft.)	Vice Grips (assorted)
Crescent Wrenches (8 or 10 inch)	Six or Eight Foot Folding Rule
Scratch Awl	Level (up to 18")
Aviation Snips (right & left)	Ratchets 8" long 3/8 drive
Straight & Bull Snips	Sockets (max. 3/4 inch)
Drift Pins	Hand Crimpers
Chisels	Tri-square (1 foot)

Shop layout personnel are to provide necessary development tools that would fit in their tool box of no more than 22 inches long and 12 inches wide.

SECTION 1C. Safety Equipment: Contractors shall supply hard hats, safety glasses, welding hoods and protective covering gloves and/or any other safety items needed to comply with OSHA or other standards.

SECTION 1D. Drinking Water/Toilet Facility: The Employer shall provide suitable drinking water at all times on jobs of sufficient size and length to justify same. Suitable toilet facilities shall be provided.

SECTION 1E. Picket Lines: Employees covered by this agreement shall, during the life thereof, have the right to respect any legal picket line validly established by any bona fide Labor Organization.

ADDENDUM #7
ARTICLE XI

SECTION 5. All applicants for apprenticeship shall be a minimum of seventeen years of age and be a high school or G.E.D. graduate.

SECTION 6. The length of apprenticeship is four (4) years with no change in apprentice ratio as stated in the SFUA. Wage rates for apprentices shown below are a percentage of the journeyman wage rate:

First year – First half – 45%	First year – Second half – 50%
Second year – First half – 55%	Second year – Second half – 60%
Third year – First half – 65%	Third year – Second half – 70%

Fourth year – First half – 75%
Fifth year – First half – 85%

Fourth year – Second half – 80%
Fifth year – Second half – 90%

Effective June 1, 2015, the length of the apprenticeship will change from a 4 year program to a 5 year program. The increase in the length of the term of the apprenticeship will not apply to any registered apprentice already in the program.

Apprentices shall be paid at the starting rate of 45% of base, and progress at the rate prescribed of 5% every six (6) month period.

The H & W contribution rate shall be one half of the building trade journeyman rate on first and second year apprentices. First year apprentices will no longer pay into SASMI.

Apprentice Local Pension contributions will reflect their appropriate percentage of the Journeyman contribution rate to Local Pension.

ADDENDUM #8 ARTICLE XIII

SECTION 1. Pre-apprentice. Pre-apprentices shall receive 40% of the journeyman wage rate plus full health and welfare benefits. The H & W contribution rate for pre-apprentices shall be one half of the building trade journeyman H & W contribution rate.

ADDENDUM #9 ARTICLE XIV

SECTION 1. Classified Workers: Deleted from Standard Form of Union Agreement.

ADDENDUM #10

SECTION 1. Residential Specialist starting wage shall be a minimum of \$14.00 per hour. Residential Specialist wage will automatically increase to \$15.00 per hour after one (1) year of service. The H & W contribution rate shall be one half of the building trade journeyman H & W contribution rate.

****There will be a \$0.50 per hour increase to the Local Pension Fund for each of the three years of the contract (\$1.50 total).**

SECTION 2. The contribution rate shall be five cents (\$0.05) per hour on residential workers only payable to the local Apprenticeship Fund.

SECTION 3. One year of training will be provided to the residential specialist. The training the residential specialist receives will not be credited towards any future apprenticeship, except for the 30 Hour OSHA safety training.

ADDENDUM #11

SECTION 1. Salting: The parties to this agreement recognize that the utilization of 3rd year apprentices for salting or organizing may increase our market share, agree to grant a six month leave of absence for 3rd year apprentices provided a company is given a replacement apprentice during the six month leave of absence.

ADDENDUM #12

SECTION 1. National Pension Rehabilitation Plan:

This *Article/Section* relates to the Employer's obligation to contribute to the Sheet Metal Workers' National Pension Fund ("NPF" or "Fund"). The Parties have adopted the NPF's **First Alternative Option** under the NPF's Funding Improvement Plan ("FIP") and Funding Improvement Plan Schedule(s) (collectively the "FIP/Default Option," "FIP/First Alternative Option," and the "FIP/Second Alternative Option*"). The Employer agrees to contribute in accordance with the terms of the FIP, the Sheet Metal Workers' National Pension Fund Plan Document (the "Plan Document"), and the Sheet Metal Workers' National Pension Fund Trust Document (the "Trust Document"). The FIP, Plan Document, and Trust Document are hereby incorporated by reference into, and form part of, this Collective Bargaining Agreement ("Agreement"). All of these documents have been made available to the Parties and may otherwise be found at www.smwnpf.org.

1. For the duration of this Agreement and any renewals or extensions thereof, the Employer shall make monthly NPF contributions at the hourly Contribution Rate provided for under this Agreement and as required by the FIP Option selected hereunder. The Employer shall contribute for each Hour of Work, worked by each employee for whom contributions are due under this Agreement.
2. An Employer shall start contributing on an employee starting with the employee's first hour of employment with the Employer.
3. The Employer shall contribute at such time and in such manner as the Fund requires. Contributions for each Covered Employee shall be due the Fund on or before the fifteenth (15th) day of each month, based on the Covered Employee's Hours of Work in the preceding month. Contributions and remittance data shall be transmitted electronically via the National Benefit Funds' secure online Internet Payment System ("IPS"), accessible at www.smwnbf.org (contact the IPS Support Team via email at ips@smwnbf.org or by calling 800-231-4622). Failure to pay and timely file reports shall constitute a delinquency in violation of the Employer's obligation under this Agreement, the FIP, the Trust Document, and the Employee Retirement Income Act of 1974, as amended ("ERISA"). A delinquent Employer is liable for payment of additional charges for interest, liquidated damages, attorney's fees and collection costs in accordance with the Trust Document. Notwithstanding any other provision of this Agreement to the contrary, the Fund's Trustees may take whatever steps they deem necessary or appropriate to collect delinquencies or enforce the terms of the FIP, the Plan Document, or Trust Document, including but not limited to legal action, recommendation for the withdrawal of labor, and termination of the Employer's status as a Contributing Employer to the Fund.
4. If at any time the Fund deems it necessary or appropriate, it may examine the Employer's financial, payroll, wage, job or project records to determine the accuracy of contributions due to the Fund and the Employer's ability to meet its contribution obligations. If this examination reveals inaccurate, insufficient or delinquent contributions, the Employer agrees to pay all auditors' fees, interest, liquidated damages, and any legal fees and costs incurred in collection, in accordance with the Trust Document. Failure to submit to an examination(s), or provide complete access to the requested records, will subject the Employer to all costs incurred to compel the Employer to comply in addition to all other amounts due under the Trust Document.
5. Should the Fund notify the Local Union that the Employer is delinquent in any payments due the Fund, the Local Union shall withdraw labor upon 24 hours notice to the Employer.
6. Notwithstanding the payment of Employer contributions, eligibility for NPF benefits is determined under the provisions of the NPF Plan Document.

ADDENDUM #13

SECTION 1. Code of Excellence – The parties to this Agreement recognize that to meet the needs of our customers, both employer and employee must meet the highest levels of performance, professionalism, and productivity. Local #218’s Code of Excellence Program assures the parties to this agreement will meet the customer’s expectations. The parties to this agreement mutually agree to Local #218’s Code of Excellence Program as set forth in a separate document.

ADDENDUM #14

SECTION 1. SMART Local # 218 and Springfield and Vicinity Sheet Metal Contractors’ Association have adopted a memorandum of understanding to develop a service addendum.

ADDENDUM #15

SECTION 1 The union shall allocate any increased amounts required by the trustees of the fringe benefit funds from the foregoing increases during the second and third years of the agreement.

**SMART LOCAL #218-S
BUILDING TRADES JOURNEYMAN
EFFECTIVE JUNE 1, 2017 TO MAY 31, 2018
FOR THE COUNTIES OF:**

BROWN, CASS, LOGAN, MASON, MENARD, MORGAN, SANGAMON, SCHUYLER, AND SCOTT

WAGES	06/01/17
Journeyman Base Rate	\$34.48
Foreman Base Rate	\$37.88
General Foreman Base Rate	\$38.38
Superintendent Base Rate	\$38.88
Base Rate Includes: (deduct from Base Rate)	
P.A.L. Fund (\$0.02 National / \$0.03 Local)	\$0.05
Working Dues Assessment	\$2.05

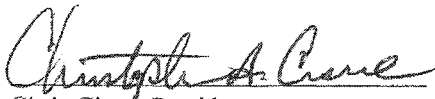
FRINGE BENEFITS	
National Pension Fund	\$3.07
International Training Institute	\$0.12
NEMI	\$0.03
SMOHI	\$0.02
Health & Welfare Fund	\$8.95
Local Pension Fund	\$11.16
Local Industry Fund	\$0.31
Apprenticeship Fund	\$0.75
IFUS Fund	\$0.12
SMWIA Scholarship Fund	\$0.01
SASMI Fund	\$1.75
401 (K) Plan	\$0.50
CDS Fund	\$0.08

June 1, 2017 Base Rate \$34.48 Total Package = \$61.35

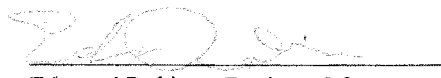
June 1, 2018 \$1.25 Increase (Equality Fund \$0.25)

June 1, 2019 \$1.25 Increase (Equality Fund \$0.25)

SASMI Trust Fund: 3% of Gross. Gross shall mean: Base Rate plus National Pension, Local Pension, Health & Welfare, and 401(k). The SASMI rate shown above is for journeymen at the straight time rate.



Chris Cisne, President
Springfield & Vicinity Sheet Metal
Contractors Assn.



Edmund Robison, Business Manager
Sheet Metal Air Rail &
Transportation (SMART) Local #218

**SMART LOCAL #218-S
BUILDING TRADES APPRENTICE
EFFECTIVE JUNE 1, 2017 TO MAY 31, 2018
FOR THE COUNTIES OF:**

BROWN, CASS, LOGAN, MASON, MENARD, MORGAN, SANGAMON, SCHUYLER, AND SCOTT

WAGES – 06/01/17	1st YEAR	2nd YEAR	3rd YEAR	4TH YEAR	5TH YEAR
Base Rate – 1 ST 6 Months	\$15.52	\$18.96	\$22.41	\$25.86	\$29.31
Base Rate – 2 nd 6 Months	\$17.24	\$20.69	\$24.14	\$27.58	\$31.03
Base Rate Includes: (deduct from Base Rate)					
P.A.L. Fund (\$0.02 National / \$0.03 Local)	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05
Working Dues Assessment	\$1.12	\$1.12	\$1.12	\$1.12	\$1.12

FRINGE BENEFITS	1st YEAR	2nd YEAR	3rd YEAR	4TH YEAR	5TH YEAR
National Pension Fund					
1 st 6 months	\$1.38	\$1.69	\$2.00	\$2.30	\$2.61
2 nd 6 months	\$1.54	\$1.84	\$2.15	\$2.46	\$2.76
International Training Institute	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12
NEMI	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03
SMOHI	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02
Health & Welfare Fund	\$4.48	\$4.48	\$8.95	\$8.95	\$8.95
Local Pension Fund					
1 st 6 months	\$5.02	\$6.14	\$7.25	\$8.37	\$9.49
2 nd 6 months	\$5.58	\$6.70	\$7.81	\$8.93	\$10.04
Local Industry Fund	\$0.00	\$0.31	\$0.31	\$0.31	\$0.31
Apprenticeship Fund	\$0.75	\$0.75	\$0.75	\$0.75	\$0.75
IFUS Fund	\$0.00	\$0.12	\$0.12	\$0.12	\$0.12
SMWIA Scholarship Fund	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
CDS Fund	\$0.08	\$0.08	\$0.08	\$0.08	\$0.08
SASMI Fund					
1 st 6 months	\$0.00	\$0.95	\$1.23	\$1.38	\$1.53
2 nd 6 months	\$0.00	\$1.03	\$1.31	\$1.45	\$1.60
401 (K) Plan	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50

**SMART LOCAL #218-S
PRE-APPRENTICE
EFFECTIVE JUNE 1, 2017 TO MAY 31, 2018**

FOR THE COUNTIES OF:

BROWN, CASS, LOGAN, MASON, MENARD, MORGAN, SANGAMON, SCHUYLER, AND SCOTT

WAGES	06/01/17
Base Rate (40%)	\$13.79
BASE RATE INCLUDES: (deduct from Base Rate)	
PAL Fund (\$0.02 National / \$0.03 Local)	\$0.05
Working Dues Assessment	\$1.12

FRINGE BENEFITS	
Health & Welfare Fund	\$4.48
National Pension Fund	\$0.24
International Training Institute	\$0.12
NEMI	\$0.03
SMOHI	\$0.02
CDS Fund	\$0.08

**SMART LOCAL #218-S
RESIDENTIAL SPECIALIST
EFFECTIVE JUNE 1, 2017 TO MAY 31, 2018**

FOR THE COUNTIES OF:

BROWN, CASS, LOGAN, MASON, MENARD, MORGAN, SANGAMON, SCHUYLER, AND SCOTT

WAGES	06/01/17
Starting Base Rate	\$14.00 Minimum
Base Rate after 1 year of service	\$15.00 Minimum
Base Rate Includes: (deduct from Base Rate)	
Working Dues Assessment	\$1.12

FRINGE BENEFITS	
Health & Welfare Fund	\$4.48
Local Pension Fund	\$5.00
Local Industry Fund	\$0.05
Local JATC Fund	\$0.05
International Training Institute	\$0.12
NEMI	\$0.03
SMOHI	\$0.02
CDS Fund	\$0.08

June 1, 2018 \$0.50 increase to the Local Pension Fund

June 1, 2019 \$0.50 increase to the Local Pension Fund

NOTE: SASMI is not paid on the Residential Specialist

**SMART LOCAL #218-S
RESIDENTIAL JOURNEYMAN
EFFECTIVE JUNE 1, 2017 TO MAY 31, 2018
FOR THE COUNTIES OF:**

BROWN, CASS, LOGAN, MASON, MENARD, MORGAN, SANGAMON, SCHUYLER, AND SCOTT

WAGES	06/01/17
Base Rate	\$22.41
Base Rate includes: (deduct from Base Rate)	
PAL Fund (\$0.02 National / \$0.03 Local)	\$0.05
Working Dues Assessment	\$1.12

FRINGE BENEFITS	
National Pension Fund	\$3.07
Health & Welfare Fund	\$8.95
Local Industry Fund	\$0.05
Local JATC Fund	\$0.05
International Training Institute	\$0.12
NEMI	\$0.03
SMOHI	\$0.02
Local Pension Fund	\$11.16
401 (K) Plan	\$0.50
SMWIA Scholarship Fund	\$0.01
CDS Fund	\$0.08

June 1, 2017 Base Rate \$22.41 Total Package \$46.45

NOTE: SASMI is not paid on Residential Journeyman

TERMS OF AGREEMENT

This Agreement shall become effective June 1, 2017, and remain in effect until May 31, 2020.

June 1, 2017 wage increase \$1.25 (Equality Fund \$0.25 min)
June 1, 2018 wage increase \$1.25 (Equality Fund \$0.25 min)
June 1, 2019 wage increase \$1.25 (Equality Fund \$0.25 min)

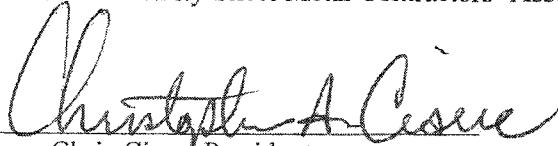
In witness whereof, the parties hereto affix their signatures and seal this 1st day of June 2017.

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 Workers (SMART) 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 Workers (SMART), 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 Workers (SMART) 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.

Springfield and Vicinity Sheet Metal Contractors' Association

By:


Chris Cisne, President

SMART Local Union # 218

By:


Edmund Robison, Business Manager

ACCEPTANCE OF AGREEMENT

I/We hereby certify that I/We have read and have full knowledge of the terms and conditions of this Agreement, on this _____ day of _____, 20_____.

I/We hereby agree to be bound by and subject as required by the terms of this Agreement.

Company Name: _____

Address: _____

City: _____

Phone: _____

FAX: _____

Signature: _____

Title: _____

For Local 218

Address: 2855 Via Verde

City: Springfield

Phone: 217-529-0161 or 529-0162

FAX: 217-529-6005

Signature: _____

Title: Business Manager