

AGREEMENT

BETWEEN

FOX VALLEY SHEET METAL CONTRACTORS ASSOCIATION

AND

**INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL AND
TRANSPORTATION WORKERS
LOCAL #18 SM**

EFFECTIVE JUNE 1, 2016 TO MAY 31, 2019

Patrick Landgraf - President/Business Manager

Daniel F. Wippich - Business Representative, Fox Valley Area

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STANDARD FORM OF UNION AGREEMENT

SHEET METAL, ROOFING, VENTILATING, AND AIR CONDITIONING

CONTRACTING DIVISION OF THE CONSTRUCTION INDUSTRY

Agreement entered into this 1st day of June, 2016 by and between Fox Valley Sheet Metal Contractors Association hereinafter referred to as the Employer, and the International Association of Sheet Metal, Air, Rail and Transportation Workers Local #18 SM, hereinafter referred to as the Union for Forest, Florence, Oconto, Menominee, Shawano, Brown, Waupaca, Outagamie, Door, Kewaunee, Adams, Waushara, Winnebago, Marquette, Green Lake, and Marinette Counties, State of Wisconsin.

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, exhaust systems, air-veyor systems and air handling systems regardless of material used including the setting of all equipment and all reinforcement 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 used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches; and (e) metal roofing; (f) all other work included in the jurisdictional claims of International Association of Sheet Metal, Air, Rail and Transportation.

ARTICLE II

SECTION 1. - No Employer shall subcontract or assign any of the work described herein which is to be performed at a job site 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 and preapprentice 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 job site prior to commencement of work at the site. List of such specific items, which may be revised from time to time, as agreed to and 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, apprentices and preapprentice 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 ground 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. - If during the term of this Agreement, the Labor-Management Relations Act of 1947 shall be amended by Congress in such manner as to reduce the time within which an employee may be required to acquire union membership, such reduced time limit shall become immediately effective instead of and without regard to the time limit specified in Section 1 of this Article.

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

ARTICLE VI

SECTION 1. - (a) The regular working day shall consist of eight (8) hours labor on the job between 6:00 AM and 6:00 PM and the regular work 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 (Item 1 Addendum A) times the regular rate. Employees shall be at the shop or project site at scheduled starting time each day and shall remain until quitting time.

(b) By mutual agreement of the job site local union and employer a four (4) day work week, consisting of four (4) ten (10) hour days between the hours of 6:00 AM and 6:00 PM may be scheduled Monday through Friday of each week. Unless prohibited by local State or Federal law, all full-time and part-time labor performed during the hours described in Section 1(b) shall be recognized as regular working hours and paid for at the regular hourly rate. A make-up day may be scheduled for work missed due to inclement weather, when mutually agreed to between the Local Union and Employer. The make-up hours shall be paid at the regular hourly rate of pay, with the exception of Sunday.

Hours worked in excess of eight (8) hours in a work day when a five (5) day week is scheduled or ten (10) hours in a work day when a four (4) day week is scheduled shall be paid at the rate of time and one-half (1 ½) the basic straight time hourly rate.

(c) All hours over eight (8) hours on Saturday and all hours worked on Sundays or holidays shall be paid at double time or two (2) times the basic rate.

(d) All employees of the Employer working in the shop or on a common job site shall have the same starting time, except delivery and supervisory employees. This is not intended to restrict efficient utilization of workers in an unusual or emergency situation.

SECTION 2. - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, and personal holiday, or days locally observed as such, shall be recognized as holidays. All work performed on holidays shall be paid as outlined in Addendum A. Item 1 and 3.

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 local union in advance of scheduling such work. Preference on overtime and holiday work shall be given to men 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. (Refer to Addendum A, Item 16.)

ARTICLE VII

SECTION 1. - When employed in a shop or on a job within the limits of Addendum A, Items 13 and 14, 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 as outlined in this Agreement, 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 as provided in a written addendum attached hereto. (Refer to Addendum A, Item 13 & 14.)

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 as outlined in this Agreement to perform any work specified in Article I of this Agreement shall be as outlined in Addendum A, Item 2 except as hereinafter specified in Section 2 of this Article. (Refer to Addendum A, Item 2.)

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

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 for high pressure systems.

SECTION 5. - Except as provided in Sections 2 and 6 of this Article, the Employer agrees that journeymen sheet metal workers hired outside of 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 union affiliated with the International Association of Sheet Metal, Air, Rail and Transportation Workers, and qualified sheet metal workers are available in such area, he 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 expense while employed in that area, and the Employer shall be otherwise governed by the established working conditions of that local Agreement. If employees are sent into an area where there is no local Agreement of the International Association of Sheet Metal, Air, Rail and Transportation Workers covering the area, then the minimum conditions of the home local union shall apply.

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

SECTION 8. - Welfare benefit contributions shall not be duplicated.

When sheet metal workers are employed temporarily outside the jurisdiction of their home local union, the parties signatory to this Agreement agree to arrange through the Health & Welfare Trust Fund to transmit health and welfare contributions made on behalf of the employee to the Health and Welfare 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), Local Pension Fund, or Union Annuity Fund contributions required to be made to a 401(k) plan, Local Pension Fund or Union Annuity Fund where the work is performed to a 401(k), Local Pension Fund or Union Annuity Fund established for the employee's home

local union, and/or to the National Supplemental Savings Fund. This obligation is conditioned upon a suitable reciprocity arrangement being agreed to by the trustees of such plans.

SECTION 9. - Wages at the established rates specified herein shall be paid weekly in the shop or on the job at or before quitting time, and no more than three (3) days pay will be withheld. However, employees when discharged shall be paid in full.

SECTION 10. - Journeymen 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 to the Fox Valley Sheet Metal Contractors' Association (hereinafter referred to as the local industry fund), fifteen cents (\$0.15) per hour for each hour worked on or after the effective date of this Agreement by each employee of the employer covered by this Agreement. Payment shall be made monthly on or before the 20th day of the succeeding month.

(c) The 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 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 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 12 (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 13. - Effective as of the date of this Agreement the employers will contribute to the International Training Institute (iTi) for the Sheet Metal and Air Conditioning Industry twelve cents (\$0.12) per hour for each hour worked by each employee of the employer covered by this Agreement. Effective June 1, 2016 (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 Fund, using forms as supplied by the National Benefit Funds.

The parties agree to be bound by the separate Agreements and Declarations of Trusts establishing the International Training Institute (iTi) for the Sheet Metal and Air Conditioning Industry, and the separate agreements and declarations of trusts of all other local or national programs to which is has been agreed that contributions will be made. In addition, the parties agree to be bound by any amendments to said trust agreements as may be made from time to time and hereby designate as their representatives on the Board of Trustees such trustees as named together with any successors who may be appointed pursuant to said agreements.

ARTICLE IX

SECTION 1. - Journeymen, apprentice and preapprentice sheet metal workers covered by this Agreement shall provide for themselves all necessary hand tools.

SECTION 2. - Journeymen, apprentice and preapprentice sheet metal workers covered by the 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

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.

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 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 an equal number of Union representatives and of the local Employers' Association and both sides shall cast an equal number of votes at each meeting. The local Employers' Association, on its own initiative, may submit grievances for determination by the Board as provided in this Section. Except in the case of a deadlock, a decision of a Local Joint Adjustment Board shall be final and binding.

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

SECTION 3. - Grievances not disposed of under the procedure prescribed in Section 2 of this Article, because of a deadlock or failure of such Board to act, may be appealed jointly or by either party to a Panel, consisting of one (1) representative appointed by the Labor Co-Chairman of the National Joint Adjustment Board and one (1) representative appointed by the Management Co-Chairman of the National Joint Adjustment Board. 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.

Notwithstanding the provisions of Paragraph 1 of this Section, 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, 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.

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 legal 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.

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. (Refer to Addendum A, Item 35.)

(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 the employer(s) representative, 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 Board may each designate a member to serve as a subcommittee and hear the dispute in the local area. Such committees 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, telegram 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. - In administering and conducting dispute resolution activities under the arbitration procedures of the Standard Form of Union Agreement, the National Joint Adjustment Board, the International Association of Sheet Metal, Air, Rail and Transportation Workers, the Sheet Metal and Air Conditioning Contractors' National Association, Inc. and their representatives, are functioning as arbitrators and not as the representative of any entity that is party to such dispute. Therefore, they shall enjoy all 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 four (4) trustees. Said Joint Apprenticeship 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 Committee designated herein shall serve for the life of this Agreement, except that vacancies in said Joint Apprenticeship

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 Committee.

SECTION 3. - It is hereby agreed that the Employer shall apply to the Joint Apprenticeship Committee and the Joint Apprenticeship Committee shall grant apprentices on the basis of one (1) apprentice for each two (2) 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. Effective June 1, 2011, if 10% or less of the apprentices are laid off, you may still add apprentices to your work force so long as you have none laid off, per local JATC standards.

SECTION 4. - All applicants for apprenticeship shall be at least seventeen (17) years of age and each apprentice shall serve an apprenticeship for 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 the fifth year of the apprenticeship. The apprentice can work alone in the fifth year of the apprenticeship and be counted as a journeyman for ratio purposes in hiring additional apprentices.

SECTION 5. - A graduated wage scale for apprentices shall be established and maintained on the following percentage basis of the established wage rate of journeymen sheet metal workers. (Addendum A, Item 36.)

First year.....	50%
Second year.....	55%
Third year.....	65%
Fourth year.....	75%
Fifth year.....	85%

SECTION 6. - It is the understanding of the parties to this Agreement that the funds contributed by signatory Employers to the International Training Institute (iTi) and any Local Joint Apprenticeship 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 iTi. The local JATC shall adopt and implement a Scholarship Loan Agreement Program which will require apprentices and journeymen employed by signatory Employer to repay the cost of training either by service following 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 (iTi) and Local JATC materials, facilities and personnel utilized in training. If a Local JATC does not implement the Scholarship Loan Agreement, the local JATC shall be prohibited from utilizing iTi materials and programs.

ARTICLE XII

Refer to Addendum A, Item 37.

ARTICLE XIII

SECTION 1. - This Agreement and Addenda Numbers "A" through "B" attached hereto shall become effective on the **1st day of June, 2016** and remain in full force and effect until the **31st day of May, 2019** 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, provided, however, that the contract expiration date contained in this Section shall not be effective in the event proceedings under Article X, Section 8 are not completed prior to that date. In that event, this Agreement 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.

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. - By execution of the agreement the Employer authorizes the Wisconsin Fox Valley 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 150 days prior to the then current expiration dates of the agreement.

SECTION 5. - The Standard Form of Union Agreement is a recommended contract form that is revised from time to time by the International Association of Sheet Metal, Air, Rail and Transportation Workers and the Sheet Metal and Air Conditioning Contractors' National Association, Inc. In establishing such a recommended contract form, neither the

International Association of Sheet Metal, Air, Rail and Transportation Workers 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 Workers' International Association nor the Sheet Metal and Air Conditioning Contractors' National Association, Inc., shall be deemed to be a party to any such collective bargaining agreement including such language.

In witness whereof, the parties hereto affix their signatures and seal this _____ day of _____, 2016

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

**WISCONSIN FOX VALLEY
SHEET METAL CONTRACTORS
ASSOCIATION**

**INTERNATIONAL ASSOCIATION OF
SHEET METAL, AIR, RAIL AND
TRANSPORTATION WORKERS
LOCAL #18 SM**

By:
(Signature of Officer or Representative)

By: _____ of _____ or _____
(Signature of Officer or Representative)

Jeffrey Gaecke

Daniel F. Wippich

Carven Blanck

INDIVIDUAL * CONTRACTOR ASSENTING TO THIS AGREEMENT:

(Print Name of Company):

(Name of Authorized Representative):

(Title):

Date: _____, 20____

ADDENDUM "A"

1. PAY SCHEDULE:

STRAIGHT TIME: Any eight (8) hour period between 6:00 AM to 6:00 PM or four ten (10) hour days as described in Article VI, Monday through Friday at the discretion of the shop.

TIME AND ONE-HALF: All hours over eight (8) Monday through Friday, and Saturday 8:00 AM to 4:30 PM except in the case of shift work.

DOUBLE TIME: All hours over eight (8) hours on Saturday, and all Sundays and Holidays with the exception of Item 18. Also any employee that begins work on Sunday at double time shall continue receiving double time after midnight until the completion of work or until the Monday morning regular starting time, whichever comes first.

EIGHT (8) HOURS PAY FOR EIGHT (8) HOURS WORKED.

Anyone leaving the job before quitting time with his own car or company truck will be docked twenty-five dollars (\$25.00) and the money forwarded to the Local Training and the Local Industry Funds equally.

2. WAGE RATES:

The hourly wage rates and benefits for Journeymen Sheet Metal Mechanics shall be as follows:

	<u>06/01/16</u>	<u>06/01/17</u>	<u>06/01/18</u>
Base Wage Rate	\$32.06 per hour		
National Pension Fund	7.75 per hour		
Health & Welfare Fund	7.49 per hour		
Union Annuity Fund	6.75 per hour		
iTi	0.12 per hour		
Local Training Fund	0.50 per hour		
Local Industry Fund	0.15 per hour		
SMOHIT	0.02 per hour		
Drug Test	0.03 per hour		
NEMI	<u>0.03 per hour</u>		
TOTAL PER HOUR	\$54.90	\$ 56.90⁽¹⁾	\$Wage Reopener^{(1) (2)}

(1) The Union reserves the full right and the Association grants the Union the full right to allocate additional amounts at any time to or from the base wage and/or any increases covered by this agreement to any of the fringe benefits indicated above.

(2) Both parties agree that wage reopener shall start at a minimum of \$1.60 per hour

Amounts may change due to allocations

APPRENTICE SHEET METAL WORKERS PAYMENT SCHEDULE:

A graduated wage scale for apprentices shall be established and maintained on the following percentage basis of the established wage rate of journeymen sheet metal workers:

APPRENTICES

EFFECTIVE JUNE 1, 2016

	1st Year 50%	2nd Year 55%	3rd Year 65%	4th Year 75%	5th Year 85%
Base Wage	\$16.03	\$17.63	\$20.84	\$24.05	\$27.25
National Pension Fund	\$3.88	\$4.26	\$5.04	\$5.81	\$6.59
Health and Welfare Fund	\$7.49	\$7.49	\$7.49	\$7.49	\$7.49
Annuity Fund	\$2.61	\$2.75	\$3.05	\$3.37	\$3.69
iTi	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12
Local Training Fund	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50
Local Industry Fund	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15
SMOHIT	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02
NEMI	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03
Drug Test	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03
TOTAL	\$30.86*	\$32.98*	\$37.27*	\$41.57*	\$45.87*

*Per hour worked

* Fringe benefits to be paid on all apprentice day school hours effective June 1, 2011.

3. HOLIDAY AND VACATION FUND:

As of June 1, 2016 Vacation Fund was added to the Base Wage.

HOLIDAYS

Holidays to be as follows: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day and one (1) personal holiday to be mutually agreed upon by the employer and the employee with five (5) day's advance notice. If one of these holidays falls on a Saturday, it shall be celebrated on Friday. If one of these holidays falls on a Sunday, it shall be celebrated on Monday. When a holiday falls during a normal work week, Monday

through Friday, four ten (10) hour days or four eight (8) hour days can be worked during that week at the choice of the employee, with the concurrence of the employer.

VACATION

ALL VACATION DATES SHALL BE SCHEDULED IN ADVANCE ON DATES AGREEABLE TO BOTH THE EMPLOYEE AND EMPLOYER.

All vacation earned must be taken as time off by employees (minimum one (1) week) rather than in form of additional wages, second and third week is optional. No employee shall be denied a second and third week of vacation if requested. No employee shall be denied two (2) weeks consecutive vacation. All vacations will be mutually agreed upon at least thirty (30) days in advance by the employer and employee.

The employee shall take their vacations between June 1 and May 31 of each year. He shall be required to take one (1) full week per year; week is defined as a calendar week, Sunday through Saturday. An employee cannot receive his vacation pay and continue to work at the sheet metal trade for that period set aside for his vacation.

Employers to list on monthly remittance reports names of all personnel on vacation.

4. INTERNATIONAL TRAINING INSTITUTE (iTi):

Contributions to the iTi (International Training Institute) by the employers for all employees, journeymen and apprentices, shall be at the rate of twelve cents (\$0.12) effective June 1, 2001. Effective June 1, 2016 (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).

5. WELFARE FUND:

The welfare fund set up jointly between employers and employees entitled Fox Valley Sheet Metal Health Fund Trust, dated April 1, 1966, shall remain in full force and effect. Contributions to the Fund by the employers for all employees, journeymen and apprentices, shall be at the rate of (per Item 2) per hour for all hours worked.

Contribution rate for all PREAPPRENTICES, effective June 1, shall be at a rate of \$6.30 per hour for all hours worked.

6. PENSION PLAN:

Contributions to the pension plan by the employers for all employees, journeymen and apprentices, shall be at the rate of (per Item 2) per hour for all hours worked.

7. NATIONAL ENERGY MANAGEMENT INSTITUTE (NEMI):

Contributions to the NEMI Fund by the employer for all employees, journeymen, apprentices, addendum workers, light commercial journeyman and pre-apprentices, shall be at the rate of (per item 2) per hour for all hours worked. Effective June 1, 2016 (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).

8. UNION ANNUITY FUND:

If during the term of this agreement, the Union or Employers, covered by Collective Bargaining Agreements with International Association of Sheet Metal, Air, Rail and Transportation Workers Local #18 SM, investigate the possibility of merging fringe benefit funds for the consolidation of said funds for the purpose of maintaining benefit levels, improving benefit levels, at no cost increase and reducing costs to the employer, the parties agree to reopen this contract and renegotiate those Articles pertaining to said fringe benefit funds. No strike or lockout can result from renegotiations.

Contributions to the Union Annuity Fund by the employers for all employees, journeymen and apprentices, shall be at the rate of (per Item 2) per hour for all hours worked.

Contributions to the Union Annuity Fund shall be restricted to no more than a fifty cents (\$0.50) per hour increase per year.

All pre-apprentices having attained two (2) years of employment shall be entitled to contributions made to the Union Annuity Fund of \$0.50 per hour for each hour worked. The individuals starting date will be used to calculate time of employment.

9. LOCAL TRAINING FUND:

Contributions to the Local Training Fund by the employers for all employees, journeymen and apprentices, shall be at the rate of (per Item 2) per hour for all hours worked.

10. LOCAL INDUSTRY FUND:

Contributions to the Local Industry Fund by the employers for all employees, journeymen apprentices, shall be at the rate of (per Item 2) per hour for all hours worked.

11. SHEET METAL OCCUPATIONAL HEALTH INSTITUTE TRUST - (SMOHIT)

Contribution to the SMOHIT Fund by the employers for all journeymen, apprentices, addendum workers, light commercial journeyman and pre-apprentices, shall be at the rate of (per Item 2) per hour for all hours worked.

Effective June 1, 2016 (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).

12. FRINGE BENEFIT TRUST FUNDS:

SECTION 1. - CONTRIBUTIONS. During the term of this Agreement, each employer covered by this Agreement shall pay the sum per hour for each hour worked by all employees covered by this Agreement, with exception as stated, as specified under this Agreement, to: (PER ADDENDUM A, SECTION 2 [1]).

- 1) Fox Valley Sheet Metal Health Fund.
- 2) Sheet Metal Workers' National Pension Fund
- 3) Ironworkers Annuity Fund. For apprentices, the increase each year shall be the journeymen's increase, if any, multiplied by the apprentices wage percentage. (Example: The journeymen increase is \$0.50 and a first year apprentice (50%) would be increased \$0.25
- 4) Fox Valley Apprenticeship and Journeyman Training Fund.
- 5) Sheet Metal Workers' International Training Institute (iT*i*)
- 6) Vacation/Holiday.
- 7) Local Industry Fund.
- 8) Sheet Metal Occupational Health Institute Trust (SMOHIT)
- 9) National Energy Management Institute (NEMI)

All payments shall be made no later than the 20th day of each month following the month for which payment is being made.

SECTION 2. The parties to this Agreement, and all employers covered thereby, agree to be bound by all of the terms of the Trust Agreements governing the establishment, administration and operation of the Trust Funds referred to in Section 1, as amended from time to time, and further, agree to be bound by all of the actions, rules and regulations heretofore and hereafter adopted by the Trustees in accordance with the Trust Agreements. The parties to this Agreement and all employers covered thereby hereby accept as trustees, the trustees appointed under and in accordance with each such trust agreement, and all succeeding trustees as shall have been or will be appointed under and in accordance with each such trust agreement. The employers and the Union hereby ratify all of the actions already taken or to be taken by such trustees within the scope of this authority.

SECTION 3. - LIQUIDATED DAMAGES. The Trustees are hereby authorized to establish a schedule of liquidated damages to be assessed against, and to be paid by, any employer who fails to make timely payments to the Trustees of the Trust Funds referred to in and accordance with Section 1.

SECTION 4. The Employer's obligation under this Agreement to make payments and contributions to any Fund referred to in Section 1 above for all employees covered by this Agreement applies to all employees regardless of membership or non membership in the Union.

The Employer shall promptly furnish to the Trustees of any Fund referred to in Section 1 above, or to their authorized agents, on demand, all necessary employment, personnel or payroll records relating to its former and present employees covered by this Agreement, including any relevant information that may be required in connection with the administration of any Fund referred to in Section 1 above. The Trustees or their authorized agents may examine such employment, personnel or payroll records whenever such examination is deemed necessary by the Trustees, or its authorized agents, in connection with the proper administration of any Fund referred to in Section 1 above.

The Trustees of any Fund referred to in Section 1 above may for the purpose of collecting any payments required to be made to such Fund, including damages and costs, and for the purpose of enforcing rules of the Trustees concerning the inspection and audit of payroll records, seek any appropriate legal, equitable and administrative relief and they shall not be required to invoke or resort to the grievance or arbitration procedure otherwise provided for in this Agreement.

SECTION 5. - RETIREES' COVERAGE SUBJECT TO MODIFICATION OR TERMINATION. Employees who retire may continue to receive from the Fox Valley Sheet Metal Health Fund benefits of such type and amount and under such terms and conditions as may be provided and established from time to time by the Trustees of the Fund, upon the payment by such retired employees of the required periodic contributions, established by the Trustees; provided, however, that the Trustees may, in their discretion, change, limit, modify or discontinue any such benefits for retired employees.

SECTION 6. - DELINQUENCY PROVISION AND BONDING. In the event an Employer becomes delinquent in the payment of the sums required to be paid to the several trust funds as provided in this Agreement, then such employer shall become obligated for all claims that may arise during the period of delinquency. In addition, in the event the trustees of any of the several trust funds have not established a schedule of liquidated damages to be paid in the event of delinquency in making required payments, then an Employer who has become delinquent in making such payments shall become liable for the payment of liquidated damages in the amount equal to ten percent (10%) of the payments which are overdue and thus delinquent and, further, shall become liable for the payment of interest in the amount of 1% per month on the unpaid delinquent balance. If a contractor remains delinquent for a period of fifteen (15) days after notice by Trustees of delinquency, it shall not be a violation of this Agreement for the Union to refuse to supply employees and

applicants to, and to prohibit employees covered by this Agreement from working for, any such delinquent employer.

In the event legal or administrative action becomes necessary to recover the sums due the several Trust Funds, the delinquent Employer shall be required to pay all court costs, service fees, court reporter fees and actual attorney's fees.

13. MILEAGE DURING WORKING HOURS:

When the employer is unable to provide transportation during working hours, he agrees to pay employees the increased IRS rate per mile for the use of his own vehicle. This does not include hauling materials, only his tool box. This is voluntary and precludes discrimination toward any employee who refuses to use his own vehicle. (Refer to Standard Form of Union Agreement, Article VII and IX.)

Journeymen, apprentices and preapprentices shall not be permitted to rent, furnish, lease or loan his employer any vehicle or equipment.

14. MILEAGE AND TRAVEL ALLOWANCE:

Employees covered by this Agreement who report to the contractor's shop within the jurisdiction of Local #18 (Fox Valley Area) will receive no compensation for travel or mileage from their home to the shop or back.

When an employee employed by a contractor with a shop within the jurisdiction of Local #18 (Fox Valley Area) reports directly to a job site there shall be a sixty (60) mile free area from the contractor's shop or a sixty (60) mile free area from the employee's home with compensation beyond the sixty (60) mile free area based on forty cents (\$0.40) per mile for each man in a company vehicle. An employee driving his personal car shall receive the IRS rate, per mile for the use of that car plus forty cents (\$0.40) per mile for himself.

If an employee uses a company vehicle, unless the company vehicle is kept at his residence, the free sixty (60) mile road rule is from the company shop.

Any contractor that does not have an established shop within the jurisdiction of Local #18 (Fox Valley Area) shall use the employee's home with a sixty (60) mile free area around his home, with compensation beyond the mile free area based on forty cents (\$0.40) per mile for the man in the company vehicle and the IRS rate, per mile for the man that drives his own car.

The mileage shall be measured by the shortest distance in road miles from the shop or employee's home to the job site and the employee shall be compensated for each road mile beyond the sixty (60) mile free area to the job and from the job back to the edge of the sixty (60) mile free area.

Employees are to report to the job site at starting time and to remain there to quitting time, whether or not he is using his own car or company truck, unless the

truck has to be loaded or unloaded with material or equipment.

An employee's personal tools shall not be considered material or equipment.

15. ROOM AND BOARD OR SUBSISTENCE:

Effective June 1, 2016 subsistence shall be paid at the rate of not less than one hundred (\$100.00) per day. The contractor shall have the option of paying actual receipted expenses in lieu of subsistence (if the cost exceeds) one hundred (\$100.00) per day. Any deviation from the preceding language must be approved in writing, by the SMART Local #18 Business Representative.

Each employee working more than one hundred (100) miles from his home or the employers place of business (whichever is closer) while staying out of town will be paid subsistence of one hundred (\$100.00) for each day on the jobsite.

Example Below

Monday–Tuesday = \$100 +\$100 = \$200
Monday–Tuesday–Wednesday=\$100 +\$100 +\$100 =\$300.
Monday–Tuesday–Wednesday–Thursday=\$100 +\$100 +\$100 +\$100 =\$400
Monday–Tuesday–Wednesday–Thursday–Friday=
\$100 +\$100 +\$100 +\$100 +\$100 =\$500

The employer shall have the prerogative of paying subsistence for seven (7) days per week and mileage at the start and finish of the job or paying subsistence for five (5) days per week and paying mileage as described in Item 14 for one round trip per week from edge of the free area closest to the job site.

16. SHIFT WORK:

Shift work may be performed at the option of the employer and the union. However, when shift work is performed, it must continue for a period of not less than one (1) working day (not including Saturdays, Sundays or holidays). A 48-hour notice must be given to the men involved.

A regular work day starting after 6:00 AM and ending before 6:00 PM is not considered a shift even though there is a second or third shift scheduled for the same day on the same job.

All shift work to be paid at \$4.00 per hour shift differential for all classifications in addition to total shown in Item 2, Addendum "A". All hours worked over eight (8) hours per shift shall be paid at premium time as specified in Item 1 of this Addendum. A shift may be started at any time; a day shift is not required.

17. FOREMEN

A. Contract Work

Whenever a journeyman is required by his employer to assume responsibility for the performance of work on a job, he shall be entitled to foreman's pay at the rate as indicated in the table shown below, in addition to the hourly wage rate in force according to Item 2 of this Addendum.

<u>NUMBER OF MEN</u>	<u>FOREMAN'S PAY</u>
3-5	+\$1.75 per hour
6-10	+\$2.75 per hour
11 and over	+\$3.75 per hour

The foreman required by this provision of the Agreement is not Superintendent, Field Superintendent, Shop Foreman or Roving Foreman.

18. HIGH PAY:

There shall be a differential of ten per cent (10%) of the base wage per hour over the journeyman rate of pay for all work in excess of forty (40) feet above the ground or permanent floor when working on a ladder or scaffolding of three towers or less. Working on a hydraulic or mechanical lift or platform shall not qualify for high pay.

This differential, also, applies to all swing staging and/or suspended staging where the point of suspension is twenty (20) feet or over.

19. SERVICE WORK:

Repairs and replacement of existing equipment and extensions of existing systems and new construction.

- A. One and one-half times the journeyman's rate as specified in Item 2 of this Addendum for all hours worked from 4:30 PM to 8:00 AM Monday through Friday and Saturday from 8:00 AM to 4:30 PM.
- B. Two (2) times the journeyman's rate as specified in Item 2 of this Addendum for all work performed Sundays and Holidays and after 4:30 PM on Saturdays.

20. MEDICAL TREATMENT:

If any employee is injured in an accident arising out of and in the course of his employment and is treated by a doctor, the Company is to be notified if the employee has been sent home by the doctor. The employee shall be paid for the working time lost on that day due to said accident. If the employee returns to work after treatment in the case of minor accidents, he is to be paid for the time lost that day while receiving treatment.

21. BUSINESS REPRESENTATIVE:

The Business Representative of the Union upon applying for permission shall be allowed access to any shop at any reasonable time where workmen are employed under the terms of this Agreement.

22. PICKET LINES:

It shall not be considered a violation of the Agreement if an employee refuses to cross or work behind a primary picket line and no employee shall be required by the employer to cross or work behind a primary picket line of his or any other Union

23. LAY-OFFS:

(A). An employee will be given at least one (1) week notice in case of lay-off. In the event one (1) week notice is not possible, an employee will be given eight (8) hours of work after notice is given of termination.

(B) SECTION 1. When an employee is terminated, he shall be given a notice in writing. Such notice shall specify either one of the following:

- (a) The employee was discharged for cause
- (b) Laid-off due to reduction in forces
- (c) Resigned

SECTION 2. The Employer shall notify the Union and Association immediately of any layoff, discharge, or hiring by phone or other informal communication and shall send written notice, on forms supplied by the Union within two (2) working days to the Union. Unless written notice is received by the Union and Association within two (2) working days of any layoff or discharge, the employee shall receive his regular compensation until such notice is received by the Union.

SECTION 3. An employee shall be given ample time so that they can pick up their personal tools and belongings before quitting time or they shall be reimbursed for time and mileage that it takes to do this.

24. QUIT:

Whenever possible an employer will be given at least one (1) week notice in case of any employee quitting.

25. UNION MEMBERSHIP:

It shall be the duty of the Union to give an examination to anyone wanting to become a member of this Union who has not served an apprenticeship.

26. EMPLOYEE SUBCONTRACTING:

No employee under this Agreement shall contract or subcontract for the furnishing and/or installation of work defined in Section 1, Article II. Neither shall any employer subject to this Agreement furnish or supply such employee with material whether fabricated or not fabricated for this purpose. This article does not apply where an employee works on his own residence.

Anyone judged guilty by the Local Joint Adjustment Board would be docked \$250.00 and the money would be forwarded to the Local Training Fund and the Local Industry Fund equally.

27. UNEMPLOYMENT INSURANCE:

All employees covered by this Agreement shall be covered by appropriate Wisconsin Unemployment Insurance.

28. WORKMEN'S COMPENSATION INSURANCE:

All employees covered by this Agreement shall be insured by their employer with appropriate Workmen's Compensation Insurance.

29. INDUSTRY FUND:

The Local Industry Fund described in Article VIII, Section 12 in the Standard Form of Union Agreement shall be contributed to per Item 2 of Addendum "A".

30. APPRENTICESHIP:

Article XI shall be amended to agree with the Local Joint Apprenticeship Standards.

31. COFFEE BREAKS:

There shall be a sit down, ten (10) minute maximum AM coffee break, which will be taken at a man's bench or on the job site. There shall be an additional ten (10) minute afternoon coffee break if the work day exceeds ten (10) hours.

32. REFERRAL CLAUSE:

SECTION 1. - When an employer needs additional journeymen sheet metal workers, registered apprentices, and preapprentices to properly execute work contracted for and by the employer in the manner and under the conditions specified in the Agreement, the employer shall give the Business Representative of Local #18 an equal opportunity with all other sources to

provide suitable journeymen, apprentice, and preapprentice sheet metal workers.

SECTION 2. - An employer will not loan members of Local #18 from his shop to another, without the approval of the Business Representative

SECTION 3. - When an employee is out of work, he must call the Business Representative.

33. LOCAL JOINT ADJUSTMENT BOARD:

Article X describes a Local Joint Adjustment Board. It is hereby agreed that members of this Board shall be designated by the Contractors Association and Sheet Metal Workers' Local Union #18.

This Board shall meet quarterly and/or whenever necessary.

Any employer or employee involved in a grievance will not be eligible to sit on the Board.

Only three (3) members for the Contractors and three (3) members from the Union may sit on the Board at one time.

34. WELDING EQUIPMENT:

When required, the contractor shall furnish welding gloves, welding helmets, and replacement lenses.

35. ARTICLE X, SECTION 8 OF STANDARD FORM OF UNION AGREEMENT:

Both the Contractors Association and Local #18 must agree to use the language of Article X, Section 8 prior to beginning any future negotiations. If either side does not agree to use Article X, Section 8 it will not be used.

36. APPRENTICES FRINGE BENEFITS:

Apprentices shall receive the percentage of Journeyman established wage rate (Refer to Article XI, Section 5, of Standard Form of Union Agreement), plus like percentage of the contribution for ~~Vacation/Holiday Fund~~ and National Pension Fund; Union Annuity Fund, full Welfare contribution, full Industry and Training Fund contribution, and full SMOHIT and NEMI contribution. Fringe benefits are to be paid on all apprentice day school hours effective June 1, 2011.

37. PREAPPRENTICE:

It is hereby agreed that the Employer may apply to the Union and the Union shall grant preapprentices on the following basis:

NUMBER OF

NUMBER OF

NUMBER OF

<u>JOURNEYMEN</u>	<u>APPRENTICES</u>	<u>PREAPPRENTICES</u>
1	1	1
4	2	2
7	3	4
10	5	6
13	6	8
16	8	10
19	9	12

MINIMUM OF ONE APPRENTICE

(MINIMUM APPRENTICES)

<u>NUMBER OF JOURNEYMEN</u>	<u>NUMBER OF APPRENTICES</u>	<u>NUMBER OF PREAPPRENTICES</u>
1	1	1
10	1	9
11	2	9
15	3	12
30	4	16

Employer cannot have additional preapprentices until he has met minimum apprentice ratio.

Preapprentice cannot perform any layout, field measuring alone, or perform work on job site alone. Preapprentice welding is limited to "spot welding" only.

The ratio of preapprentices and apprentices to journeymen shall apply for layoff.

All apprentices and preapprentices are under the supervision of a journeyman.

Any employer who lays off an apprentice must rehire that apprentice before additional preapprentices are hired. All apprentices indentured by said employer must be rehired according to the ratio agreed to before additional preapprentices are hired, but preapprentices can be hired up to ratio. The intent is that the employer can hire apprentices and preapprentices now at ratio, before more preapprentices he must hire his laid off apprentice back.

A hiring notice of preapprentice shall be sent to the union on the date of hire. Failure to notify the union of hiring a preapprentice will result in the preapprentice being paid full journeyman wage package until such notification.

In order for an employer to employ a preapprentice he must have one (1) regular apprentice.

Preapprentices shall meet all the requirements needed for a letter of introduction,

and shall be evaluated at the end of the first year.

The wage scale for preapprentices shall be at least 40%of journeyman's base wages, plus six dollars and thirty cents (\$6.30) per hour Health and Welfare contribution. (Refer to Item 5.)

All pre-apprentices having attained two (2) years of employment shall be entitled to contributions made to the Union Annuity Fund of \$0.50 per hour for each hour worked. The starting date will be used to calculate time of employment.

38. UNION LABEL:

During compliance with all of the provisions of this Agreement, the Company shall display the appropriate union label of the International Association of Sheet Metal, Air, Rail and Transportation Workers all items produced for sale to the trade exclusively under the terms of this Agreement. The Company agrees that all union labels shall be the property of the Union and said permission to display the union label may be revoked by the Union for causes the Union deems adequate.

39. BONDING:

Each Employer shall be required to furnish a bond in the face amount of \$15,000 to assure the payment of all sums required to be paid under this Agreement to the Health Fund, Pension Fund, Union Annuity Fund, Holiday and Vacation Fund, Local Training Fund, Local Industry Fund, and iTi. Such bond shall be issued by a corporate surety authorized to transact business in the State of Wisconsin and shall be deposited with the Union. For exceptionally large projects in the geographical area of this Agreement, representatives of the Union and of the Association may mutually agree to require a face amount greater than \$15,000 for the Bond referred to in this paragraph.

If a contractor is unable to get a bond, a cash escrow or letter of credit equal to \$1,000.00 per employee will be established. It shall be the Union's responsibility to enforce this provision. The Union must provide an annual list of all contractors that have bonds. To have any contractors not complete a bond, will eliminate bonding requirements in the contract.

40. COMPLETION OF DAVIS-BACON FORMS

The employer agrees to fill out Federal and State wage determination forms which may be sent to him from time to time by the Union.

41. JOURNEYMAN TRAINING

The Local Joint Apprenticeship and Training Committee shall implement and supervise a sheet metal industry training program and encourage employee participation in sponsored training events. Each journeyman shall complete approved sheet metal industry-related educational and/or training courses totaling 24 hours over every two year period. The coordinator shall notify each employer of

the number of training hours for each of his employees.

42. DUES CHECK-OFF

Upon receipt of a signed individual authorization from any employee covered under this Agreement, the Company shall withhold from such employee=s earnings, payment for union dues and other union obligations under the terms and conditions specified in the individual=s authorization. A deduction for base dues shall be made from the first pay check only of each month of said employee and remitted to the Financial Secretary of the Union together with a list of names of the employees to whom said monies are to be credited. The authorization shall also specify an amount for working dues to be withheld and forwarded each month. All monies are due no later than the 20th of the month following the month being reported on.

43. RECOGNITION LANGUAGE

In as much as the Union has submitted proof and the Employer is satisfied that the Union represents a majority of its employees in the bargaining unit described herein, the Employer recognizes the Union as the exclusive collective bargaining agent for all employees within the bargaining unit, on all present and future job sites within the jurisdiction of the Union, unless and until such time as the Union loses its status as the employees' exclusive representative as a result of an NLRB election requested by the employees. The Employer agrees that it will not request an NLRB election and expressly waives any right it may have to do so.

44. RANDOM DRUG TESTING

A random drug testing program will be established no later than January 1, 2001. This program will be the same as the MCAW-UA program. Although the labor and management legal counsel may jointly agree to create slight modifications.

As of June 1, 2011, the alcohol level has been changed from .08 to .04 with a nine (9) panel drug screen.

45. MOST FAVORED NATION

Should the Union at any time hereafter enter into an agreement with any Industrial contractor operating within the sixteen county area with terms and conditions more advantageous to such industrial contractor, or should the Union in the case of any industrial contractor which has signed an agreement with the Union allow a course of conduct by such industrial contractor enabling it to operate under more advantageous terms and conditions than is provided for in this agreement, the Employer, party to this Agreement, shall be privilege to adopt such advantageous terms and conditions provided the Employer has sent written notice to the Union calling the matter to its attention. The Union will give notice to the Association prior to agreeing to such conditions.

Where the Union targets individual jobs, the targeted jobs' conditions would not become a permanent condition of the contract provided the Association is notified in advance of such targeting and provided that such terms are offered to all Association employers

for such jobs.

IN WITNESS THEREOF, the parties hereto affix their signatures and seal this _____ day of _____, 2016.

**WISCONSIN FOX VALLEY
SHEET METAL CONTRACTORS
ASSOCIATION**

**INTERNATIONAL ASSOCIATION OF
SHEETMETAL, AIR, RAIL AND
TRANSPORTATION WORKERS
LOCAL #18 SM**

BY:
(Signature of Officer or Representative)

BY:
(Signature of Officer or Representative)

Jeffrey Gaecke

Daniel F. Wippich

Carven Blanck

INDIVIDUAL* CONTRACTOR ASSENTING TO THIS AGREEMENT:

(Print Name of Company):

(Name of Authorized Representative):

(Title):

DATE:

ADDENDUM "B"

SHEET METAL WORKERS' NATIONAL PENSION FUND

"STANDARD FORM OF PARTICIPATION AGREEMENT"

The undersigned employer and union represent that the only agreement between them regarding participation in the Sheet Metal Workers' National Pension Fund (the "Fund") is as follows:

1. Commencing with June 1, 2016 and for the duration of this agreement and any renewals or extensions thereof, the Employer will contribute to the Fund seven dollars and seventy five cents (\$7.75) per hour (or any increased amount allocated and any increased amount included in subsequent agreements) for journey workers, for each hour worked or part of an hour for which an employee covered by the collective bargaining agreement between the Employer and the Union received the basic hourly wage rate.

2. Contributions shall be paid on behalf of an employee starting with the employee's first day of employment in a job classification covered by the collective bargaining agreement.

3. The Agreement and Declaration of Trust establishing the Fund is incorporated herein by reference and by signing the Participation Agreement the Employer adopts the provisions of the Trust Agreements.

4. It is agreed that all contributions shall be made at such time and in such manner as the Trustees require. The Trustees shall have the authority to have their auditor or an independent Certified Public Accountant audit the payroll and wage records of the employer for the purpose of determining the accuracy of contributions made to the Fund. If the audit reveals that inaccurate contributions or an insufficient number of contributions have been made, the Employer agrees to pay all accountants' fees incurred in making the audit but not to exceed the extent of his delinquency and also all legal fees and costs incurred in collecting said accountants' fees if judicial enforcement of this paragraph is necessary.

5. Employers shall submit a remittance report and the required contributions to the Fund by the 20th of the month following the month when covered employment was performed. Failure to file that report shall constitute a delinquency in violation of the Employer's obligation under this Agreement. The Trustees may take whatever steps they deem necessary, including legal action, to collect such delinquent payments, any provisions of the collective bargaining agreement to the contrary notwithstanding. If delinquent, the Employer agrees to pay the interest, liquidated damages, attorney's fees and costs as provided for in Article V, Section 4 of the Trust Agreement. An Employer's liability for payment of a delinquency shall not be subject to the grievance or arbitration procedures contained in the collective bargaining agreement.

6. If an Employer's work force did not perform any covered employment within a particular month, a remittance report shall be filed on the 20th day of the following month indicating that no covered employment was performed. Failure to do so shall subject the

Employer to liability for all fees and costs resulting from his failure to file a report or \$100.00 whichever is greater.

7. It is agreed that the Fund shall at all times conform with the requirements of the Internal Revenue code so as to enable the Employer to treat contributions to the Fund as a deduction for income tax purposes.

8. The parties agree that the Participation Agreement shall be considered a part of their collective bargaining agreement.

9. The expiration date of the present collective bargaining agreement between the undersigned parties is **May 31, 2019** Copies of renewal or extension agreements will be furnished promptly to the Fund's office and, if not consistent with this Participation Agreement, can be used by the Trustees as the basis for terminating the Employer's participation in the Fund.

IN WITNESS THEREOF, the parties hereto affix their signatures and seal this _____ day of _____, 2016.

**WISCONSIN FOX VALLEY
SHEET METAL CONTRACTOR
ASSOCIATION**

**INTERNATIONAL ASSOCIATION OF
SHEET METAL, AIR, RAIL AND
TRANSPORTATION WORKERS
LOCAL #18 SM**

BY:
(Signature of Officer or Representative)

BY:
(Signature of Officer or Representative)

Jeffrey Gaecke

Daniel F. Wippich

Carven Blanck

INDIVIDUAL* CONTRACTOR ASSENTING TO THIS AGREEMENT:

(Print Name of Company):

(Name of Authorized Representative):

(Title):

DATE:

**INDUSTRIAL FABRICATING AND MANUFACTURING
ADDENDUM TO THE STANDARD FORM OF UNION AGREEMENT**

FOX VALLEY AREA

ARTICLE I

(SCOPE OF WORK)

SECTION 1. - This Addendum covers the rates of pay and conditions of employment of all employees of the employer engaged in the manufacture, fabrication, assembling, handling, altering and repairing of all ferrous and nonferrous metals, including other materials used in lieu thereof, as required for installation within the confines of an industrial, processing or manufacturing jobsite and defined in Section 2 of this Article.

SECTION 2. - Section 1 of this Article relates to the fabrication only, of air pollution control systems, noise abatement materials and all other industrial work excluding air conditioning, heating and ventilating systems installed in building enclosures to provide human comfort and all architectural sheet metal work and such other work as may be specifically excluded from coverage under this Addendum by mutual agreement of the parties.

SECTION 3. - In addition to work defined in Section 2 of this Article, fabrication of items or products normally manufactured under production agreements, permitted buy-out items, and/or other items as may be mutually agreed to by the parties, may be included in the scope of this Addendum.

SECTION 4. - The Employer assures the union that every effort will be made to obtain all work covered by this Addendum and will attempt to secure such work as the turnkey contractor to design, fabricate and install. All work so obtained under this Addendum shall be assigned to members of the Sheet Metal Workers' International Association to fabricate and install.

ARTICLE II

(ERECTION OR INSTALLATION OF COMPANY'S PRODUCTS)

The Company agreement that it will follow the below procedure relative to the installation or erection of all products and/or equipment manufactured under this Agreement for use in the building and construction industry, and coming within the trade jurisdiction of journeymen members of International Association of Sheet Metal Air, Rail and Transportation Workers.

1. Whenever the Company subcontracts such products and/or equipment it agrees to subcontract same to a contractor who employs union journeymen sheet metal workers for this type of work.

2. Whenever the Company erects such work itself, it shall call upon the building and construction trades union affiliated with International Association of Sheet Metal, Air Rail and Transportation Workers having jurisdiction over the area in which such work is to be performed to furnish it with men at the prevailing wages and conditions of said local union, but giving due consideration to those classifications of employees accorded the employer in his home jurisdiction. The signatory parties shall make every possible effort to arrange a mutually satisfactory jobsite hiring arrangement so as to make the signatory contractor as competitive as possible on the erection phase of the work.
3. Whenever the Company sells such products and/or equipment directly to a general or specialty contractor or an owner, it shall furnish the Union with information on all such products on a mutually agreed upon basis. Such information shall include the type of products or equipment shipped, the date of shipment, name and address of consignee and/or location of delivery site.

ARTICLE III

(RATES AND CLASSIFICATION)

SECTION 1. - Building Trades Journeymen Sheet Metal Workers, on the payroll of the employer on the effective date of this Addendum, shall be accorded all wages, fringes and other contractual conditions of employment as established in the local union basic or Standard Form of Union Agreement and as may be amended from time to time.

Building Trades Journeymen may be assigned to perform any work specified in Article I of this Addendum but must be assigned all supervision, pattern lay-out, detailed drawings, blueprint and plan take-off and such other work as may be mutually agreed upon by the parties.

SECTION 2 - Building Trades apprentices and preapprentices on the payroll of the employer on the effective date of this Addendum or who may be subsequently employed for work under this Addendum, shall be accorded their respective applicable progression schedule with applicable wages, fringes and other contractual conditions as established in the local union basic or Standard Form of Union Agreement through and to their graduation to journeymen.

Apprentices and preapprentices may perform work in any category, including work on field installation, as assigned and supervised by building trades journeymen. Ratios of apprentices and preapprentices to journeymen shall be as established in the local union basic or Standard form of Union Agreement.

SECTION 3 - Sheet Metal Industrial Addendum Workers on the payroll of the employer on the effective date of this Addendum or who may be , subsequently, employed for work under this Addendum, shall be accorded wage rates commensurate

with the existing industrial rates in the local geographical area, but in no case less than those contained in the following progression schedule:

30 day Probationary Period - \$8.00 per hour - no benefits.

After 30 days probationary period, full Industrial addendum workers fringe benefits.

1st	6 months	70% of Industrial Addendum Workers base wage rate, plus full Industrial Addendum Workers fringe benefits.
2nd	6 months	75% of Industrial Addendum Workers base wage rate, plus full Industrial Addendum Workers fringe benefits.
3rd	6 months	80% of Industrial Addendum Workers base wage rate, plus full Industrial Addendum Workers fringe benefits.
4th	6 months	85% of Industrial Addendum Workers base wage rate, plus full Industrial Addendum Workers fringe benefits.
5th	6 months	90% of Industrial Addendum Workers base wage rate, plus full Industrial Addendum Workers fringe benefits.
6th	6 months	95% of Industrial Addendum Workers base wage rate, plus full Industrial Addendum Workers fringe benefits.

INDUSTRIAL ADDENDUM TO THE STANDARD FORM OF UNION AGREEMENT

JUNE 1, 2016

BASE WAGE RATE.....	\$22.36
HEALTH AND WELFARE.....	\$7.49
NATIONAL PENSION FUND.....	\$5.11
LOCAL TRAINING FUND.....	\$0.50
INDUSTRY FUND.....	\$0.15
SMOHIT.....	\$0.02
DRUG TEST.....	\$0.03
ITI.....	\$0.12
NEMI.....	<u>\$0.03</u>
TOTAL PACKAGE.....	\$35.81

DUES CHECK-OFF: \$30.00 per month, plus 0.75% of Total Contractual Package for all hours worked.

**INDUSTRIAL TRAINEE
EFFECTIVE JUNE 1, 2016**

	<u>70%</u>	<u>75%</u>	<u>80%</u>	<u>85%</u>	<u>90%</u>	<u>95%</u>
BASE WAGE RATE	\$15.65.....	\$16.77.....	\$17.89.....	\$19.01.....	\$20.12	\$21.24
HEALTH AND WELFARE	\$ 7.49.....	\$ 7.49.....	\$ 7.49.....	\$ 7.49.....	\$ 7.49	\$ 7.49
NATIONAL PENSION	\$ 5.11.....	\$ 5.11.....	\$ 5.11.....	\$ 5.11.....	\$ 5.11	\$ 5.11
LOCAL TRAINING.....	\$ 0.50.....	\$ 0.50.....	\$ 0.50.....	\$ 0.50.....	\$ 0.50	\$ 0.50
SMOHIT.....	\$ 0.02.....	\$ 0.02.....	\$ 0.02.....	\$ 0.02.....	\$ 0.02	\$ 0.02
NEMI.....	\$ 0.03.....	\$ 0.03.....	\$ 0.03.....	\$ 0.03.....	\$ 0.03	\$ 0.03
DRUG TEST.....	\$ 0.03.....	\$ 0.03.....	\$ 0.03.....	\$ 0.03.....	\$ 0.03	\$ 0.03
ITI	\$ 0.12.....	\$ 0.12.....	\$ 0.12.....	\$ 0.12.....	\$ 0.12	\$ 0.12
INDUSTRY FUND	\$ 0.15.....	\$ 0.15.....	\$ 0.15.....	\$ 0.15.....	\$ 0.15	\$ 0.15
TOTAL PACKAGE.....	\$29.10.....	\$30.22.....	\$31.34.....	\$32.46.....	\$33.57	\$34.69

***Per hour worked**

DUES CHECK-OFF: \$30.00 per month, plus 0.55% of Total Contractual Package for all hours worked.

Upon completion of the progression schedule, Industrial Addendum Workers shall be classified as Industrial Addendum Sheet Metal Workers. Wages for Industrial Addendum Workers shall be as outlined in Exhibit A and shall always be 65% of the Building Trades Journeymen total package.

Sheet Metal Industrial Addendum Workers may be assigned and supervised in the performance of any job category for fabrication of work outlined in Article I of this Addendum with the exception of those defined in Section 1 of this Article. Industrial Addendum Workers will work only in the shops of the Employer and perform only the work described in the Industrial Addendum. The Employer can employ Industrial Addendum Workers at a ratio of no more than one (1) Industrial Addendum Worker for every five (5) Construction Journeymen.

SECTION 4. - Employees on the payroll of the employer on the effective date of this Addendum shall receive no reduction in hourly rate, fringes or contractual benefits provided in the existing local union agreement or addendums due to the adoption of this Addendum.

SECTION 5. - Employment security shall be established for all employees referred to in Section 4(a) above. No employee listed in this Section shall be laid off so long as other employees are working at comparable work in the bargaining unit for the employer except as noted in subsection (a) of this Section. Termination of Employees referred to in above Section 4(a) shall be only for insubordination, physical or practical

inability to perform his job, prolonged or erratic unauthorized absence from work or lack of work. Grievances arising out of this Section shall be processed through Article X of the Standard Form of Union Agreement.

ARTICLE IV
(UNION SECURITY)

- A. The Union agrees that membership in the Union will be made available to all on an equal basis without discrimination.
- B. All employees covered by this Agreement shall be required, as a condition of employment, to become and remain members of the Union in good standing during the term of this Agreement. All employees shall make application for membership in the Union within 30-days following the effective date of this Agreement, or the beginning of their employment, whichever is later, subject to the provisions of the Labor-Management Relations Act of 1947, as amended.
- C. Upon receipt of written notice from the Union that an employee has not acquired or maintained membership in good standing therein as provided for in this Section, the Company shall immediately discharge such employee, and such employee shall not be re-employed during the life of this Agreement unless, or until, he or she complies with the provisions of this Section.
- D. Upon receipt of a signed individual authorization from any employee covered under this Agreement, the Company shall withhold from such employee's earnings, payment for union dues and other obligations under the terms and conditions specified in the individual's authorization. Deductions shall be made from the first pay of each month of said employee and promptly remitted to the Financial Secretary of the Union together with a list of the names of the employees to whom said monies are to be credited. Shall any employee have no earnings due him on the first pay day of any month, deductions shall be made from the next succeeding pay of employee.

ARTICLE V
(HOURS OF WORK - OVERTIME)

SECTION 1. - The regular working day shall conform to the basic SFUA and all full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rates as established in Article III by classification. All work performed outside the regular working hours and performed during the regular work week and all work performed on Saturdays shall be one and one-half times (1 1/2) the regular rate except as provided in Sections 2 and 3 of this Article.

SECTION 2 - All work performed on Sundays and holidays, as well as all work performed after twelve (12) consecutive hours in the shop, shall be paid for at two (2)

times the employees' regular hourly rate of pay.

SECTION 3. - SHIFT WORK - Shift work may be performed at the option of the employer and the union. However, when shift work is performed it must continue for a period of not less than one (1) consecutive working day (not including Saturdays, Sundays or holidays) not necessarily in the same work week. A 48-hour notice must be given to the men involved.

A regular work day starting after 6:00 AM and ending before 6:00 PM is not considered a shift even though there is a second or third shift scheduled for the same day on the same job.

All shift work to be paid at an additional \$4.00 to the hourly base rate in addition to all fringe benefits. All hours worked over eight (8) hours per shift shall be paid at premium time as specified in Section 1. A shift may be started at any time; a day shift is not required.

SECTION 4 - Employees, if requested by the Employer to report for work and not put to work, shall receive two (2) hours pay provided:

- (a). The Employee reports to the place of employment and is physically able to do his job.
- (b). The Employee does not leave sooner of his own accord.
- (c). The Employee is not sent home due to reasons beyond the Employer's control, such as acts of God, fire, power failure, strikes, etc.

ARTICLE VIII

(STANDARD FORM OF UNION AGREEMENT)

The Employer agrees to be bound by all of the provisions of the Standard Form of Union Agreement or local basic agreement with the exception of those Articles, Sections, or provisions specially altered or amended by this Addendum.

ARTICLE X

DURATION

SECTION 1. - This Addendum shall become effective on this _____ day of _____, 2016, and shall remain in full force and effect for the duration of the local Standard Form of Union Agreement or local basic agreement, except as provided in Article XIII, Section 2 of the Standard Form of Union Agreement.

**WISCONSIN FOX VALLEY
SHEET METAL CONTRACTORS
ASSOCIATION**

BY:
(Signature of Officer or Representative)

Jeffrey Gaecke

**INTERNATIONAL ASSOCIATION OF
SHEET METAL, AIR, RAIL AND
TRANSPORTATION WORKERS
LOCAL #18 SM**

BY:
(Signature of Officer or Representative)

Daniel F. Wippich

Carven Blanck

INDIVIDUAL* CONTRACTOR ASSENTING TO THIS AGREEMENT:

(Print Name of Company):

(Name of Authorized Representative):

(Title):

DATE:

FOX VALLEY AREA RESIDENTIAL AND LIGHT COMMERCIAL ADDENDUM

**TO THE STANDARD FORM OF UNION AGREEMENT
ARTICLE I
(SCOPE OF WORK)**

SECTION I

This Addendum covers the rates of pay, rules, and working conditions of all employees of the employer engaged in sheet metal fabrication, sheet metal erection, installation of sheet metal and heating air conditioning equipment, sheet metal repairs, sheet metal replacement and architectural sheet metal work on residential type buildings and other structures as described in Section II, subparagraph B. Except that duct cleaning technicians are not covered by this Addenda.

SECTION II

- A. Residential shall be defined as applying to work on any single family dwelling or multiple family housing unit three (3) stories or less.
- B. This Addendum also includes retail commercial space, strip shopping centers, or other public buildings served by air conditioning equipment of 7 1/2 tons or less, field work only. If the equipment is cooling/heating combination the cooling side would be the determining factor. If the equipment is heating only such as furnaces, twinned furnaces, unit heaters, make-up air units or boilers the BTU output of each unit should not exceed 250,000 BTU. For example, restaurants with two (2) only 7 2 ton systems would be covered by this Addendum.

SECTION III

The employer agrees that none but residential journeyman, trainee, and preapprentice sheet metal workers shall be employed to work on residential work (Section II, Part A), and

Light Commercial field work (Section II, Part B). It is understood that there shall be no jurisdictional disputes regarding the servicing of this equipment.

Preapprentice worker is allowed for Light Commercial, provided the same ratio, as defined in the building trades basic agreement is maintained.

Preapprentices may serve in residential with union approval for a period of six (6) months of probation prior to Trainee status.

Preapprentices are allowed for residential in the same ratio as the building trade agreement after a journeyman, trainee, or two journeymen are on the project. This does not impact the probationary preapprentice language explained in the above paragraph.

Residential Trainee can work alone on residential work only. In Light Commercial they must work with a journeyman.

Residential Trainee rate of pay to be based on category under which he/she is working.

SECTION IV

- A. The regular working day shall consist of eight (8) hours labor on the job between 7:00 AM and 7:00 PM and the regular work 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 V of this Article, all work performed outside the regular working hours and performed during the regular work week, shall be at (Item 1, Addendum A of the Local Basic Labor Agreement), times the regular rate. Employees shall be at the shop or project site at scheduled starting time each day and shall remain until quitting time.
- B. By mutual agreement of the job site local union and employer, a four (4) day work week, consisting of four (4) ten (10) hour days between the hours of 6:00 AM and 6:00 PM may be scheduled Monday through Friday of each week. Unless prohibited by local, State, or Federal law, all full time and part time labor performed during the hours described in (B) shall be recognized as regular working hours and paid for at the regular hourly rate.

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

- C. All hours over eight (8) hours on Saturday and all hours worked on Sundays or holidays shall be paid at double time or two (2) times the basic rate.
- D. All employees of the employer working under this Addendum in the shop or on a common job site shall normally have the same starting time, except delivery and supervisory employees. This is not intended to restrict efficient utilization of workers in an unusual or emergency situation.

SECTION V

- A. **SHIFT WORK** - Shift work may be performed at the option of the employer and the Union. However, when shift work is performed, it must continue for a period of not less than one (1) consecutive work day (not including Saturdays, Sundays, or holidays). A 48-hour notice must be given to the men involved.

A regular work day starting after 6:00 AM and ending before 6:00 PM is not considered a shift even though there is a second or third shift scheduled for the same day on the same job.

All shift work to be paid at \$4.00 per hour shift differential in addition to the total shown in Section VIII, Paragraph B. All hours worked over eight (8) hours per shift shall be paid at premium time as specified in Item 1 of Addendum A of the local basic labor agreement.

SECTION VI

The employer shall provide all necessary transportation for transporting employee's tools, materials from shop to job, job to job, and job to shop during working hours.

Employees are to report to job site at starting time and remain there until quitting time, whether or not he is using his own vehicle or company vehicle, unless company vehicle has to be loaded with material or equipment.

SECTION VII

- A. It is expressly understood and agreed that all residential journeymen, trainees and preapprentices shall be limited to work described in Section II.

SECTION VIII

- A. The rates for the residential journeyman shall be 62% of the total package of building trades rates. The rate for work done under Section II, subparagraph B of this Addendum will be 75% of building trades rate with benefits being the same as 62% wage schedule.

Pay increases or decreases will occur whenever the Building Trade rate changes and are not necessarily bound by the contract dates.

- B. **Effective 6/1/16**

62% JOURNEYMAN RATES

BASE WAGE RATE	\$ 22.40
NATIONAL PENSION FUND.....	\$ 3.45
HEALTH & WELFARE.....	\$ 7.49
iTi (formerly National Training Fund)	\$ 0.12
LOCAL TRAINING FUND.....	\$ 0.50
SMOHIT.....	\$ 0.02
DRUG TEST	\$ 0.03
NEMI-----	\$ 0.03

TOTAL.....\$34.04

75% JOURNEYMAN RATES

BASE WAGE RATE.....	\$29.54
NATIONAL PENSION FUND.....	\$ 3.45
HEALTH AND WELFARE.....	\$ 7.49
NATIONAL TRAINING FUND.....	\$ 0.12
LOCAL TRAINING FUND.....	\$ 0.50
SMOHIT.....	\$ 0.02
DRUG TEST.....	\$ 0.03
NEMI.....	\$ 0.03
TOTAL-----	\$41.18

(1) The Union reserves the right to allocate the increases.

C. Contributions to any fringe benefit shall be on *"hours worked"*.

D. APPRENTICES

- 1st Year - 50%
- 2nd Year - 55%
- 3rd Year - 65%
- 4th Year - 75%
- 5th Year - 85%

E. Holidays to be as follows:

- New Years' Day
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Christmas Day

A personal holiday with seven (7) days' notice will be given provided only one employee is off work per day, on a first request basis.

F. Vacations earned must be taken as time off by employees; minimum one (1) week rather than in the form of wages. Second week is optional.

G. All vacation dates shall be arranged for in advance, mutually agreeable to the employee and employer. Vacations will be taken between January 1 and December 31 each year.

SECTION IX

- A. When a journeyman is required by his employer to assume responsibility for the performance of work on a job, he shall be entitled to foreman's pay at the rate as indicated in the table shown below, in addition to his hourly rate according to Section VIII, subparagraph A.

<u>JOB SIZE</u>	<u>FOREMAN'S PAY</u>
\$25,000-\$50,000	+\$0.50 per hour
\$50,000-\$100,000	+\$1.00 per hour
\$100,000-\$200,000	+\$1.50 per hour
\$200,000 and over	+\$2.00 per hour
\$200,000 and over and 15 men or more	+\$2.50 per hour plus
Second Foreman	+\$1.00 per hour
Five men or more on T & M job	+\$1.00 per hour

The above foreman's is on the total dollar value of the Sheet Metal contract and is to be paid on field labor only.

SECTION X

- A. For the purposes of this Addendum, Residential Trainees can work alone on residential work only, as long as they are supervised by a Residential Journeyman.
- B. Employer shall have the right to select Trainees as long as current ratios are maintained. Current ratio being one (1) trainee for one (1) residential journeyman.
- C. Trainee training period will be three (3) years. Training will be "on the job" with night school on the option and expense of the trainee (reimbursement for night school is available from the Local Training Fund).
- D. Residential Trainee shall receive the following percentage of Residential Journeyman base rate, plus fringe benefits:

1st	9 months (minimum of 1500 hours).....	60%
2nd	9 months (minimum of 1500 hours).....	70%
3rd	9 months (minimum of 1500 hours).....	80%
4th	9 months (minimum of 1500 hours).....	90%

Nine months of continuous employment or minimum of 1500 hours.

**ARTICLE XI
DURATION**

SECTION 1. - This Addendum shall become effective on this _____ day of _____, 2016, and shall remain in full force and effect for the duration of the local Standard Form of Union Agreement or local basic agreement, except as provided in Article XIII, Section 2 of the Standard Form of Union Agreement.

**WISCOSIN FOX VALLEY
SHEET METAL CONTRACTORS
ASSOCIATION**

**INTERNATIONAL ASSOCIATION OF
SHEET METAL, AIR, RAIL AND
TRANSPORTATION WORKERS
LOCAL #18 SM**

BY:
(Signature of Officer or Representative)

BY:
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Jeffrey Gaecke

Daniel F. Wippich

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INDIVIDUAL* CONTRACTOR ASSENTING TO THIS AGREEMENT:

(Print Name of Company):
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(Title):

DATE: