

STANDARD FORM OF UNION AGREEMENT

BETWEEN

MECHANICAL CONTRACTORS ASSOCIATION OF NORTHWEST WISCONSIN
AND
SIGNATORY CONTRACTORS IN THE WAUSAU AREA

AND

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

JUNE 1, 2014, through MAY 28, 2017

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STANDARD FORM OF UNION AGREEMENT

SHEET METAL, ROOFING, VENTILATING, AND AIR CONDITIONING

CONTRACTING DIVISIONS OF THE CONSTRUCTION INDUSTRY

Agreement entered into this 1st day of June, 2014 by and between the Mechanical Contractors Association of Northwest Wisconsin and Signatory Contractors in the Wausau Area, hereinafter referred to as the Employer, and Local Union No. 18 of, the International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART) hereinafter referred to as the Union for Marathon, Lincoln, Portage, Wood, Langlade, Oneida and Vilas Counties, State of Wisconsin.

ARTICLE I

(SCOPE OF WORK)

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

ARTICLE II

(ASSIGNMENT OF WORK)

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

(BASIC JURISDICTION)

Section 1. The Employer agrees that none but journeymen, apprentices 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 by and between SMACNA and SMART shall be provided to the Employer.

Section 2. The Employer agrees to fill out Federal and State Wage Determination forms which will be sent to them by the Union. These forms shall have wage and fringe information filled out by the Union. The Union shall provide self-addressed stamped envelopes.

ARTICLE IV

(WORK FORCE AND REFERRAL)

Section 1. The Union agrees to furnish upon request by the Employer duly qualified journeymen, apprentice 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.

An employer will not lend members of Local #18 from his shop to another, or borrow members of Local #18 from another shop without first notifying the Union's Business Representative.

ARTICLE V

(UNION SECURITY)

Section 1. The Employer agrees to require membership in the Union, as a condition of continued employment of all employees performing any of the work specified in Article 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. All new employees, regardless of classification who were not referred by Local #18, must contact the Union prior to the start of work for the purpose of executing any and all required paperwork and take care of any financial obligations.

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

Section 4. The provisions of this Article shall be deemed to be of no force and effect in any state to the extent to which the making or enforcement of such provision is contrary to law. In any state where the making and enforcement of such provisions 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

(WORK SCHEDULE AND OVERTIME)

Section 1. (a) The regular work 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 day's labor 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.

(b) For **HVAC SERVICE WORK** up to ten (10) hours work per day may be scheduled at straight time between the hours of 6:00 A.M. and 8:00 P.M. The work schedule for persons doing service is not required to be the same work schedule as the construction workers.

(c) By mutual agreement of the job site local union and employer a four (4) day work week, consisting of four (4) consecutive 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.

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

A makeup day may be scheduled on Friday (if a four (4) day week is scheduled) or Saturday (if a five (5) day week is scheduled), however at least eight (8) hours of work must be scheduled on the makeup day. Employees will be paid at the basic straight time hourly wage rate for makeup days. It is recognized that makeup days can cause employees to work over forty (40) hours in a work week. Whether the regular work week be scheduled four (4) day or five (5) day work week, when an employee's accumulated hours of work on regular work days of the scheduled work week and the hours of work on a makeup day exceed forty (40) hours of work then the employee shall be paid at the rate of time and one-half (1 1/2) the basic straight time hourly wage rate for all hours in excess of forty (40) hours.

(d) An employer may not lay off, discharge, or discriminate against any employee for refusal to work on a Saturday makeup day.

(e) The first eight (8) hours on Saturday shall be paid at one and one-half (1-1/2) times the regular hourly rate. All hours over eight (8) hours on Saturday and all hours worked on Sundays or holidays shall be paid at double or two (2) times the basic rate. This will include any hours of a work schedule that starts on Sunday, or a Holiday, and continues into the following day until the normal starting time, if the job starts before 12:00 midnight.

(f) All hours worked in excess of twelve (12) hours in a work day, or shift, shall be paid at double time or two (2) times the rate of pay. This is for shop work as well as job site work.

Section 2. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day or days locally observed as such, and Sundays shall be recognized as holidays. All work performed on holidays shall be paid at two (2) times the regular rate.

Section 3. Friday will be recognized as a holiday and will be paid as such if the actual holiday falls on a Saturday and Monday is recognized as a holiday and will be paid as such if the actual holiday falls on a Sunday.

Section 4. 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 to 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 5 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.

ARTICLE VII

(TRANSPORTATION)

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

Section 2. When employed outside of the limits specified in Section 1 of this Article, and within the jurisdiction 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.

ARTICLE VIII (WAGES AND FRINGES)

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 by this Agreement to perform any work specified in Article I of this Agreement shall be as per Addendum I, except as hereinafter specified in Section 2 of this Article.

Section 2. On all work specified in Article I of this Agreement, fabricated and/or assembled by journeymen sheet metal workers, apprentices and/or preapprentices within the jurisdiction, as outlined in this agreement or contract area, for erection and/or installation within the jurisdiction of any other Local Union, or contract area, affiliated with the International Association of Sheet Metal, Air, Rail and Transportation Workers whose established wage scale is higher than the wage scale specified in this Agreement, the higher wage scale of the job site Union shall be paid to the journeymen 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 expenses 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 and 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) contributions required to be made to a 401(k) plan where the work is performed to a 401(k) plan established for the employee's home local union, and/or to the National Supplemental Savings Fund.

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

Section 9. Wages at the established rates specified herein shall be paid by cash or check in the shop or on the job at or before quitting time on Friday or Tuesday of each week, and no more than two (2) day's 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.

Section 12. Effective as of the date of this Agreement the employers will contribute to the iTi twelve cents (\$0.12) per hour for each hour worked by each employee of the employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the Fund, or for purposes of collection and transmittal through the National Benefit Funds using forms provided for by the National Pension Fund.

Effective as of the date of this Agreement, the employers will contribute to the Sheet Metal Occupational Health Institute Trust two cents (\$0.02) per hour for each hour worked by each employee of the employer covered by this Agreement until the Institute Trustees determine that the Trust is financially self-sufficient. 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 Trust, or for the purposes of collection and transmittal through the National Benefit Funds using forms provided for by the National Benefit Funds.

Effective as of the date of this Agreement the employer will contribute to the National Energy Management Institute Committee, a jointly administered trust fund, three cents (\$0.03) per hour for each hour worked by each employee of the employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the fund.

The parties agree to be bound by the separate Agreements and Declarations of Trust establishing the 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 it 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 are named together with any successors who may be appointed pursuant to said agreement.

The parties authorize the trustees of all national funds to cooperatively establish uniform collection procedures to provide for efficient and effective operation of the various national trusts.

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

(b) The Employer shall pay to the MCA of Northwest Wisconsin Fund (hereinafter referred to as the local industry fund), five cents (\$0.05) 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, postmarked no later than the 19th of the 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 specified 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 13(a) or for violations of other subsections of this Section shall be handled under the provisions of Article X of this Agreement. The National Joint Adjustment Board shall be authorized to impose any remedial order for violation of this Section, including termination of the employer's obligation to contribute to the industry fund.

ARTICLE IX

(TOOLS, USE OF AUTOMOBILE)

Section 1. Journeymen, apprentice and preapprentice sheet metal workers covered by this Agreement shall provide for themselves all necessary hand tools listed below:

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|-------------------------------|--|
| 1 sheet metal hammer | 1 M2 aviation snips |
| 1 scratch awl | 1 bull snip |
| 1 M1 aviation snips | 1 pair vice grips |
| 1 straight snips | 1 set of trammel points |
| 1 hacksaw frame | 2 adjustable wrenches (combination of
any two 8', 10', 12') |
| 1 set screw drivers (regular) | 1 50' tape rule |
| 1 10" or 12" divider | 1 drift pin |
| 1 set Allen wrenches | |

- | | |
|---------------------|----------------------------|
| 1 6' rule (folding) | 1 dolly (size optional) |
| 1 cold chisel | 1 combination square |
| 1 pipe crimper | 1 plumb bob |
| 1 center punch | 1 small wrecking bar |
| 1 torpedo level | 1 tool box |
| 1 chalk line | 1 6', 8', or 10' tape rule |
| 1 hammer - 2 pounds | 1 hand folder |

Section 2. All other tools shall be furnished by the employer.

Section 3. Journeymen, apprentice and preapprentice sheet metal workers covered by this Agreement shall not be permitted or required as a condition of employment to furnish the use of automobile or other conveyance to transport men, tools, equipment or materials from shop to job, from job to job, or from job to shop; facilities for such transportation to be provided by the Employer. This provision shall not restrict the use of an automobile or other conveyance to transport its owner and personal tools from home to shop or job at starting time or from shop or job to home at quitting time.

ARTICLE X

(GRIEVANCE PROCEDURE)

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

Section 1. Grievance 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 the first knowledge of the facts giving rise to the grievance.

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

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

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

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 both the Co-Chairmen of the National Joint Adjustment Board.

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

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

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

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 agree upon a renewal of this Agreement may be settled as hereafter provided in this Section 8. This may be done only if both parties first expressly agree in writing to utilize, specifically as to a particular contract renewal or dispute, the (interest arbitration) settlement procedure set forth in this Section.

(a) Should the negotiations for a renewal of this Agreement or negotiations regarding a wage/fringe reopener become deadlocked in the opinion of the Union representative(s) or of the employer(s) representative, 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 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 committee 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 the 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.

**All correspondence to the National Joint Adjustment Board shall be sent to the following address: National Joint Adjustment Board, 4201 Lafayette Center Drive, Chantilly, VA 20151*

ARTICLE XI
(APPRENTICESHIP)

Section 1. All duly qualified apprentices shall be under the supervision and control of a Joint Apprenticeship and Training Committee composed of six (6) members, three (3) of whom shall be selected by the Employer, and three (3) by the Union. Said Joint Apprenticeship and Training Committee shall formulate and make operative such rules and regulations as they may deem necessary and which do not conflict with the specific terms of this Agreement, to govern eligibility, registration, education, transfer, wages, hours, working conditions of duly qualified apprentices and the operation of an adequate apprentice system to meet the needs and requirements of the trade. Said rules and regulations when formulated and adopted by the parties hereto shall be recognized as part of this Agreement.

Section 2. The Joint Apprenticeship and Training Committee designated herein shall serve for the life of this Agreement, except that vacancies in said Joint Apprenticeship and Training Committee caused by resignation or otherwise, may be filled by either party hereto, 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 a Joint Apprenticeship and Training Committee.

Section 3. It is hereby agreed that the Employer shall apply to the Joint Apprenticeship and Training Committee (JATC) and the JATC shall grant apprentices based on the ratio found on page 15. Provided, however, an Employer will not be entitled to a new apprentice if the Employer has an apprentice on layoff for lack of work.

Section 4. Apprentices shall serve an apprenticeship of five (5) years and such apprentices shall not be put in charge of work on any job and shall work under the supervision of a journeyman until apprenticeship terms have been completed and they have qualified as journeymen. A fifth year apprentice will not count as an apprentice or a journeyman for ratio purposes.

During the term of the apprenticeship the apprentice is expected to be certified according to the AWS structural steel welding code (D1.1).

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.

First Year.....	50%
Second Year.....	60%
Third Year.....	67.5%
Fourth Year.....	75%
Fifth Year.....	90%

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

For the term of their apprenticeship, contribution to the National Pension Fund and Local Pension Fund shall be at the same percentage of the Building Trades Journeyman's National Pension Fund and Local Pension Fund contribution rate as the apprentice's percentage of the journeymen sheet metal workers wage rate. Example: First Year, 50% of the journeyman base wage rate PLUS 50% of the journeyman National Pension Fund Rate, PLUS 50% of journeyman Local Pension Fund, PLUS full remaining fringe benefits including SASMI.

Section 6. It is the understanding of the parties to this Agreement that the funds contributed by signatory Employers to the iTi Fund and any Local Joint Apprenticeship and Training Fund (Local JATC) will not be used to train apprentices or journeymen who will be employed by employers in the Sheet Metal Industry not signatory to a collective bargaining agreement providing for contributions to the iTi and a Local JATC. Therefore, the Trustees of the iTi and Local JATC shall adopt and implement a Scholarship Loan Agreement Program which will require apprentices and journeymen employed by signatory Employers to repay the cost of training either by service following training within the union sector of the industry or by actual repayment of the cost of training if the individual goes to work for a non-signatory Employer in the Sheet Metal Industry. The cost of training shall include the reasonable value of all 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

(PREAPPRENTICES)

Section 1. In the event the Employer is entitled and desires to employ a preapprentice, the Employer shall select that person from the Joint Apprenticeship Committee apprentice applicant list. The Employer may select from that list at his discretion and shall notify the union prior to start date. In the event there are no suitable applicants on that list, the Employer may hire such employees from other sources and shall notify the union prior to start date and shall refer them to the Joint Apprenticeship Committee prior to their next meeting. No preapprentice shall be retained unless that person has qualified as an apprentice applicant. Preapprentices shall be enrolled as applicants for future openings in the apprenticeship program. Preapprentices shall be granted on the following basis:

JOURNEYMEN

APPRENTICES

PREAPPRENTICES

1.....	1.....	1
2.....	1.....	1
3.....	2.....	1
4.....	2.....	2
5.....	3.....	2
6.....	3.....	2
7.....	4.....	3
8.....	4.....	3
9.....	4.....	3
10.....	5.....	4
11.....	5.....	4
12.....	5.....	4
13.....	6.....	5
14.....	6.....	5
15.....	6.....	5
16.....	7.....	6
17.....	7.....	6
18.....	7.....	6
19.....	8.....	7
20.....	8.....	7

ETC.

EXAMPLE: If 5 journeymen and 3 apprentices are employed, then a maximum of 2 preapprentices may be employed.

Employer cannot have an additional preapprentice until he has met the minimum journeyman-apprentice ratio. Any hiring or layoff must keep the total union employees of the Employer in correct ratio at all times.

Any apprentice of the employer on lay off at the effective date of this Agreement must be rehired before said employer is entitled to any preapprentice. Thereafter, the same conditions and ratio shall apply.

The ratio of preapprentices to apprentices and journeymen shall be maintained at all times.

Section 2. The Union will be notified prior to preapprentice starting work. Preapprentice will not do any supervision or layout work. Preapprentice will work under the supervision of a journeyman at all times. No preapprentice shall be employed on any State, Federal or local prevailing wage jobs unless the law allows.

Section 3. Preapprentices shall be enrolled as applicants for future opening in the apprenticeship program. **Pre-apprentices must take the required Accuplacer**

test within three (3) months of the date of hire. The Joint Apprenticeship Committee shall evaluate the qualifications of preapprentices for such openings during the first year of employment. (No preapprentice shall be retained beyond one (1) year unless he has been found to be qualified as an applicant.)

Section 4. The wage scale for preapprentices shall be forty percent (40%) of the wage rate of journeymen sheet metal workers. Health and welfare coverage shall be the same as for journeyman sheet metal workers.

ARTICLE XIII

(DURATION OF AGREEMENT)

Section 1. This Agreement and Addenda Numbers I through XXV attached hereto shall become effective on the **1st day of June, 2014** and remain in full force and effect until the **28th day of May 2017** and shall continue in force from year to year thereafter unless written notice of reopening is given not less than ninety (90) days prior to the expiration date. In the event such notice of reopening is served, this Agreement shall continue in force and effect until conferences relating thereto have been terminated by either party by written notice, provided, however that the Agreement contains Article X, Section 8, it shall continue in full force and effect until modified by order of the National Joint Adjustment Board or until the procedures under Article X, Section 8 have been otherwise completed.

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

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

Section 4. If, during the term of this Agreement, the Union or Employers, covered by Collective Bargaining Agreements with Sheet Metal Workers' Local #18, 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 or reducing costs to the employer, the parties agree to re-open this contract and renegotiate those Articles pertaining to said Fringe Benefit Funds.

Section 5. Each employer and the union waive any right it may have to repudiate this agreement during the term of this agreement or during the term of any extensions, modifications, or amendments to this agreement.

Section 6. By execution of the agreement the Employer authorizes the MCA of Northwest Wisconsin 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.

IN WITNESS WHEREOF, the parties hereto affix their signatures and seal this _____ day of _____, 20_____.

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

MCA OF NORTHWEST WISCONSIN

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

BY _____

BY _____

DATE _____

DATE _____

WAUSAU AREA ADDENDUM

ADDENDUM I

JOURNEYMEN WAGE RATE

	<u>6/01/14</u>	<u>5/31/15</u>	<u>5/29/16</u>
Base Wage Rate	\$28.10 per hour		
Vacation Fund	\$ 1.00 per hour		
Health and Welfare.....	\$ 7.62 per hour		
National Pension Fund	\$ 8.56 per hour		
Local Pension Fund.....	\$ 4.43 per hour		

PLUS SASMI (3% FIGURED ON THE ABOVE
AMOUNTS. FOR REGULAR STRAIGHT
TIME - RATE PER HOUR SHALL BE
\$ 1.49 PER HOUR)

iTi.....	\$ 0.12 per hour		
Local Training Fund	\$ 0.23 per hour		
Drug Testing	\$ 0.02 per hour		
Local Industry Fund	\$ 0.05 per hour		
NEMI.....	\$ 0.03 per hour		
Sheet Metal Occupational Health Institute Trust (SMOHIT)	\$ 0.02 per hour		
 TOTAL	 \$50.18 per hour	 \$51.58	 \$53.08
INCLUDING SASMI.....	\$51.67 per hour		

- (1) Working dues to be withheld in appropriate amounts for each classification, as specified by Local #18.
- (2) The union reserves the right to allocate additional amounts from the base wage and or increases covered by this agreement to any of the existing fringe benefits to improve or maintain present benefit levels.
- (3) SASMI contributions to be paid by employer, is based on three per cent (3%) of total of Basic Taxable Wage, Vacation and Holiday, Health and Welfare, National Pension Fund and Local Pension Fund.

BUILDING TRADE APPRENTICES
EFFECTIVE JUNE1, 2014

	<u>1ST</u> YEAR 50%	<u>2ND</u> YEAR 60%	<u>3RD</u> YEAR 67.5%	<u>4TH</u> YEAR 75%	<u>5TH</u> YEAR 90%
Base Wage Rate	\$14.05	\$16.86	\$18.97	\$21.08	\$25.29
Vacation Fund	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 1.00
Health and Benefit	\$ 7.62	\$ 7.62	\$ 7.62	\$ 7.62	\$ 7.62
National Pension	\$ 4.28	\$ 5.14	\$ 5.78	\$ 6.42	\$ 7.70
Local Pension	\$ 2.22	\$ 2.66	\$ 2.99	\$ 3.32	\$ 3.99

PLUS SASMI (3% figured on the above amounts. For regular straight time - rate per hours shall be... \$ 0.86 \$ 0.98 \$ 1.08 \$ 1.17 \$ 1.37

NEMI.....	\$ 0.03	\$ 0.03	\$ 0.03	\$ 0.03	\$ 0.03
iTi.....	\$ 0.12	\$ 0.12	\$ 0.12	\$ 0.12	\$ 0.12
Local Training Fund.....	\$ 0.23	\$ 0.23	\$ 0.23	\$ 0.23	\$ 0.23
Local Industry Fund.....	\$ 0.05	\$ 0.05	\$ 0.05	\$ 0.05	\$ 0.05
Drug Testing.....	\$ 0.02	\$ 0.02	\$ 0.02	\$ 0.02	\$ 0.02
SMOHIT.....	\$ 0.02	\$ 0.02	\$ 0.02	\$ 0.02	\$ 0.02
TOTAL	\$29.14	\$33.25	\$36.33	\$39.41	\$46.07

PLUS SASMI\$30.00 \$34.23 \$37.41 \$40.58 \$47.44

*For the term of their apprenticeship, contribution to the National Pension Fund and Local Pension Fund shall be at the same percentage of the Building Trades Journeyman's National Pension Fund and Local Pension Fund contribution rate as the apprentice's percentage of the journeymen sheet metal workers wage rate. Example: First Year, 50% of the journeyman base wage rate PLUS 50% of the journeyman National Pension Fund Rate, PLUS 50% of journeyman Local Pension Fund, PLUS full remaining fringe benefits including SASMI.

Preapprentice Wage Rate: (40% of Journeyman Base Rate, full Health and Welfare.)

06/01/14

Base Wage Rate	\$11.24
Health and Welfare	<u>7.62</u>
TOTAL	\$18.86

The employer agrees to notify the union prior to any reclassification of employees.

ADDENDUM II**WORKING DUES**

Section 1. The Employer agrees to withhold from each employee working dues as specified by Sheet Metal Workers' Local #18.

Section 2. The Employer will remit this payment by the twentieth (20th) of each month for the previous month, postmarked not later than the 19th of the month, to SMART Local Union 18 office, 2201 Springdale Road, Waukesha WI 53186

Section 3 The company may deduct out of the current wage payable to each employee member of the bargaining unit regular monthly membership dues, in one lump sum each month, at the same time as fringe benefits, as designated in writing by the Financial Secretary of the Union, provided that the Company has received from each employee on whose account such deductions are made, a duly executed and unrevoked payroll deduction authorization, in the form noted which shall not be irrevocable for a period of more than one (1) year or beyond that termination date of this Agreement, whichever occurs sooner. The Company shall remit the sums thus deducted and the names of the employees for whom deductions were made.

All such written authorizations or written revocations shall become effective the month next following the month in which the Company receives such written authorization or such written revocations.

The Union shall indemnify and save the Company harmless from any and all claims, actions, suits, judgments, attachments, forms of liability or damages that arise out of or by reason of an action taken by the Company for the purpose of complying with any of the provisions of this Article. The Union assumes full responsibility for the disposition of the funds deducted by the Company as soon as they have been remitted by the Company to the Financial Secretary of the Union.

ADDENDUM III**VACATION, HOLIDAY, AND PAL AMOUNT**

Section 1. Effective as of the date of the Agreement the Employer agrees to pay an additional one dollar (\$1.00) per hour for each journeyman, apprentice, and residential sheet metal worker. Thirty-five cents (\$0.35) for all Addendum sheet metal workers covered by this Agreement for all hours worked. It is agreed that this money will be received by the twentieth (20th) of each month, postmarked not later than the 19th of the month, for the previous month's hours to Wisconsin Sheet Metal Workers Health and Benefit Fund, PO Box 78244, Milwaukee WI 53278-0244

Section 2. Two (2) week's vacation will be taken by each employee covered under this Agreement, between June 1 and May 31 of each year. He shall be required to take two (2) full weeks per year; week is defined as seven (7) consecutive days. An employee cannot work at the sheet metal trade for that period set aside for his vacation. The employee shall give to his employer at least two (2) weeks advance notice of the date on which he may wish to take his vacation.

Section 3. All employees shall be entitled to two (2) additional weeks of vacation provided that it is mutually agreed between employer and employee. When an employee has lost at least two (2) weeks during the year because of sickness, injury or layoff he may, at his discretion, forfeit his right to part or all of his vacation time.

Section 4. Individual accounts will be opened and statements will be sent to each employee by the institution. Employees may withdraw their money directly from the institution any time they wish during regular business hours or by mail.

Section 5. It is agreed that any journeyman or apprentice who so desires, on a voluntary basis and upon completion of an authorization card obtainable at the Union office, may elect to have two cents (\$0.02) per hour withheld from his Vacation and Holiday Account, to be paid into the Political Action League of the Sheet Metal Workers' International Association. Authorization can be revoked at any time upon written notification to Local Union #18.

ADDENDUM IV HEALTH AND WELFARE

Section 1. The employer will remit this payment and submit a monthly report received by the twentieth (20th) of each month, postmarked no later than the 19th, for the previous month to Wisconsin Sheet Metal Workers Health and Benefit Fund, PO Box 78244, Milwaukee WI 53278-0244

Section 2. A portion of the contributions that the Employer submits to the Health and Benefit Fund for work performed on and after July 1, 2004 will be redirected and paid to the Health Saving Accounts ("HSA") established by the Trustees on behalf of Employees participating in the HSA's in an amount to be established by the Trustees. The Health and Benefit Fund will merely act as a receiving agent or conduit for the HSA's; the amount of the monthly Health and Benefit Fund contributions and the manner and timing of payment shall not be modified by this paragraph.

Section 3. Effective June 1, 2010, the hourly contribution rate to the Health Fund shall be increased by \$0.30 cents per hour. Of the \$6.60 contribution rate, \$0.71 cents per hour shall be used to create an HRA. The member may access his HRA when they have accumulated a minimum of \$100.00 in receipted costs and this money will be used to compensate health care costs including, but not limited to, incidental health care costs, spousal coverage costs, over the counter medications, co-pays, unpaid deductible costs, retiree premiums, self pay bills for actives, COBRA costs and costs for procedures and treatments not covered by the present plan of benefits. Additionally, at the end of the year a proportionate amount of interest earned by the fund assets will be assigned to each account. If the trustees cannot agree upon the details of the HRA an independent arbitrator will be engaged to decide any issue, management and labor sharing the cost of this process. In the event that the Union allocates additional monies from the hourly wage rate in order to increase the hourly contribution rate to the Health Fund, the Union may direct that all or part of the increase in the contribution rate shall be used exclusively to increase the amount directed to the HRA.

It is recognized that \$0.44 cents per hour of the total hourly contribution rate shall be used exclusively to subsidize retiree health benefit costs. In the event that the Union allocates additional monies from the hourly wage rate in order to increase the hourly contribution rate to the Health Fund, the Union may direct that all or part of the increase in the contribution rate shall be used exclusively to subsidize the costs of retiree health benefits.

The parties agree to direct their respective Trustees to the Fund to take all action necessary to implement the preceding paragraphs.

ADDENDUM V

PENSION FUNDS

Section 1. The Employer agrees to be bound by all the terms and conditions of the Agreement and Declaration of Trust of the National Pension Fund as presently constituted or as amended and to make monthly contributions to the Sheet Metal Workers' National Pension Fund at the rate of eight dollars and fifty-six cents (\$8.56) per hour, for each hour a covered employee works under this Agreement. Monthly contributions shall be submitted to the National Pension Fund by the twentieth (20th) of the month following the month in which employees performed work under this Agreement. An employer's failure to make contributions by the twentieth of the month shall constitute a delinquency and subject the employers to such sanctions, including legal action, as the Trustees deem appropriate.

Section 2. The Employer shall remit this payment by the twentieth (20th) of each month for the previous month to the Sheet Metal Workers' National Benefit Funds, P. O. Box 79321, Baltimore, MD 21279-0321, using forms furnished by the National Benefit Funds.

Section 3. 1. If, during the term of this agreement, including any renewal or extension of this agreement, the parties are provided with one or more schedules under Section 305 of the Employee Retirement Income Security Act of 1974 (ERISA), as amended by the Pension Protection Act of 2006, because of an actuary's certification that the Sheet Metal Workers' National Pension Fund (NPF) is in critical or endangered status for a plan year, the Union may automatically adopt a schedule as described in the next paragraph, without the consent of the Association, because the labor agreement provides for the automatic allocation of the wage and fringe packages.

2. The parties agree that a schedule described above will be deemed to be adopted automatically if, in accordance with this agreement, the Union allocates or reallocates a portion of the wage and fringe benefit package sufficient to cover fully any increases in the contribution rates to the NPF under that schedule. The Union shall have the sole right to allocate, at any time during the term of this agreement, such amounts from the wage package to increase the contribution rates to the amount required for one of the schedules provided by the NPF.

3. The parties agree further that the schedule described above will become part of this agreement, and will be incorporated by reference herein, on the date the schedule is adopted or is deemed to have been adopted automatically in accordance with the terms

above. The parties will not take any action or actions inconsistent with the NPF's Rehabilitation Plan or Funding Improvement Plan of which the schedule is a part, as modified or amended from time to time.

4 If the NPF requires any contributions or payments of any kind that are in excess of these amounts, or if additional payments or contributions of any kind are required by law to be paid by the Employer, same will be deducted from the overall negotiated Wage Package including the base wage, if necessary provided that the Employer has remained in strict compliance with any relevant regulation. For example, in the event the employer assessments (e.g. surcharges) or excise taxes are required to be paid to the National Pension Fund (or the IRS in the case of an excise tax) for work performed under this Labor Agreement, the Employer shall be entitled to make an equal offset to the taxable base rate. As an example, if the Employer is required to pay an assessment of 10¢ per hour to the National Pension Fund, the Employer shall deduct an equal amount from the employee's taxable base pay. The Union shall not reduce or eliminate contributions to the National Pension Fund if it could trigger withdrawal liability or excise taxes for the Employer.

Section 4. Effective as of the date of this agreement, the Employers will contribute to the Local Pension Fund an amount as stated in Addendum I per hour for each hour worked by each employee of the Employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Local Pension Fund Trustees, using forms furnished by the Wisconsin Sheet Metal Health and Benefit Fund.

ADDENDUM VI

SASMI

Section 1. The Employer agrees to execute the standard SASMI Participation Agreement and to cover all employees employed on work covered by Article I of this Agreement with SASMI benefits in the amount specified in Addendum I.

Section 2. SASMI benefits shall be a payment of three per cent (3%) of totals of gross wage, health and welfare, and pension.

Section 3. The Employer shall remit this payment by the twentieth (20th) of each month for the previous month to the Sheet Metal Workers' National Benefit Fund on forms furnished by the National Benefit Fund, P. O. Box 79321, Baltimore, MD 21279-0321.

Section 4. - The membership has the approval of the contractors that at any time, by Special Call Notice, to take a vote to continue or discontinue participation in SASMI. If they vote to stop participating in SASMI, the present contribution amount will be added to the base wage rate, or be allocated to existing funds by the membership.

ADDENDUM VII

LOCAL TRAINING FUND

Section 1 - It is agreed that twenty-three (\$0.23) per hour shall be paid into the Local Training Fund on all hours worked by all employees employed under the terms of this Agreement.

Section 2. - The employer will remit this payment to be received by the twentieth (20th) of each month, postmarked no later than the 19th for the previous month to Wisconsin Sheet Metal Workers Health and Benefit Fund, PO Box 78244, Milwaukee WI 53278-0244

Section 3 - This money is to be used at the discretion of a Joint Board of Trustees, to pay expenses incurred by the Local Joint Apprenticeship Committee for contests, materials and expenses of apprentices and journeymen to upgrade themselves in the sheet metal trade, etc.

Section 4 - The employers have agreed to pay an additional two cents (\$0.02) per hour to the Local Training Fund for the drug testing program.

ADDENDUM VIII

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, as specified under this Agreement, to:

1. The Wisconsin Sheet Metal Health and Benefit Fund.
2. The iTi
3. The SASMI Trust Fund.
4. The Vacation and Holiday Fund.
5. The Local Training Fund.
6. The National Pension Fund
7. The Local Pension Fund
8. Sheet Metal Occupational Health Institute Trust (SMOHIT).
9. Working Dues Check-Off.
10. Local Industry Fund.
11. NEMI

All payments shall be made not later than the twentieth (20th) day of each month following the month for which payment is being made.

Payments for the National Pension Fund, iTi, SASMI, SMOHIT, NEMI and any other National Funds shall be made to:

Sheet Metal Workers' National Benefit Funds
P. O. Box 79321
Baltimore, MD 21279-0321

On forms furnished by the National Benefit Funds.

Payment for all other Funds shall be made to:

Wisconsin Sheet Metal Workers Health and Benefit Fund
PO Box 78244
Milwaukee WI 53278-0244

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 in 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 Wisconsin Sheet Metal Health and Benefit 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.

ADDENDUM IX**DELINQUENCY PROVISION**

Section 1. Any Employer who fails to make payment to the Health and Welfare Fund, Vacation Fund, Pension Funds, SMOHIT, iTi Fund, SASMI, Local Area Training Fund, Local Industry Fund or working dues check-off within fifteen (15) days following the due date shall be notified in writing by the Business Representative of the Union of the delinquencies and steps will be taken to recover the amount due in contributions. If the employer fails to make full payment immediately, legal steps would be pursued immediately to collect the amount due and the employer shall be liable for all actual fees and cost incurred in addition to the amount of delinquencies and all interest which would have occurred on said delinquencies prior to its collection. The delinquency of payment shall not in any way whatsoever result in a forfeiture of any right any employee has under either the Health and Welfare Fund, Vacation Fund, SASMI, National Pension Fund, Local Pension Fund, SMOHIT, NEMI, and Working Dues.

If an employer is delinquent fifteen (15) days past the due date, he shall within three (3) days secure bonding toward said funds equal to three (3) months of their average contribution as calculated over the preceding twelve (12) months. The Trustees of these funds are the sole interpreters and arbiters of the terms and provisions of this Section, and such terms and provisions shall not be the subject of arbitration by any other agency empowered to interpret any other provisions of the collective bargaining agreement.

ADDENDUM X**TRAVEL AND TRANSPORTATION**

Section 1. Mileage, subsistence and travel expense shall be based from the Employer's permanent place of business or employee's home, miles to be measured by actual road miles. Permanent place of business shall be defined as a bonafided shop which has been located in the same place for at least one (1) year.

Section 2. (1) In the event the contractor or national contractor be from another jurisdiction and working in the jurisdiction as outlined in this Agreement, mileage, subsistence and travel expense shall be based on the distance from the employee's home.

(2) Sheet metal workers whose normal residences are outside the area covered by this agreement and are placed to work, subsistence will be based from Marathon County Courthouse to the job site. All free zones in the contract shall apply.

(3) In the event a local contractor employs sheet metal workers whose normal residences are outside the area covered by this agreement subsistence will be based from the contractor's permanent place of business.

(4) In the event the contractor has more than one established shop within the jurisdiction as outlined in this Agreement, mileage, subsistence and travel expense shall be based on the distance from the shop closest to the employee's home to the job.

Section 3. Zone one (free zone). Employees covered by this Agreement will go from home to job, job to home within forty (40) miles of their respective shop or home without receiving auto mileage or travel expense. If employee so desires to use company vehicles, he shall be at the project site at the scheduled starting time and remain until quitting time when working in the free zone.

Section 4. When an employee uses transportation other than that supplied by the employer traveling from shop to job, job to job, or from job to shop during regular working hours, he shall be paid mileage at the present IRS rate, provided that the employee actually uses his own personal vehicle.

Section 5. ZONES

Zone 1 (Free zone) - It is agreed that all employers signatory to this Agreement shall have a forty (40) mile free travel zone around his individual shop or a forty mile free zone around an employee's home. (Contractor to utilize the most economical free zone). Miles to be measured by actual road miles.

Zone 2 - 40 miles to 80 miles - Employees utilizing personal vehicle will be paid mileage at the current IRS rate for miles over 40 miles to job site and back to 40 mile free zone.

Zone 3 - 80 miles and over - employees utilizing personal vehicle will be paid mileage at the current IRS rate for miles over 40 miles to job site and back to 40 mile free zone.

All employees whether in a personal vehicle or in company transportation will be paid the IRS rate per mile from the 80 mile mark to the job site and back to the 80 mile mark each day, or the day traveling to the job and the day of return when staying overnight.

The employee wages and workday shall start at the job site.

The employer will pay for lodging expenses plus \$35.00 (Effective

June 1st, 2016 \$40.00) per day, when the employee stays overnight. The necessity to stay out-of-town and lodging accommodations shall be under conditions that are mutually agreed upon by both the employee and employer.

Section 6. Use of Company Vehicle - When using the company vehicle for transporting company equipment and materials, mileage is to be paid to the driver only from the shop or job site at the IRS mileage rate.

Section 7. Use of Commercial Transportation - When traveling by commercial travel such as plane, boat, train or bus, the travel pay is to be as mutually agreed to by both parties involved.

ADDENDUM XI

EMPLOYMENT AND WORKMEN'S COMPENSATION

Section 1. It is agreed that all employers covered by this Agreement shall elect to come under the Workman's Compensation Act and shall elect to become subject to the provisions of the Wisconsin Unemployment Compensation Act. Each employer shall submit to the Local Union a copy of the insurance certificate indicating coverage under the Workman's Compensation Act. Notification of cancellation by the insurance company or companies shall be given both parties.

ADDENDUM XII

FOREMEN

Section 1. When a crew of four (4) men or more is required or attained on all job site work on any phase, a journeyman shall be designated as foreman and he shall receive one dollar and seventy-five cents (\$1.75) per hour above journeyman rate of pay.

Section 2. When a crew of eight (8) men or more is attained, the foreman shall receive two dollars (\$2.00) per hour above journeyman rate of pay.

Section 3. When twelve (12) men are employed on the job site, the title to be changed to General Foreman, who shall receive two dollars and twenty-five cents (\$2.25) above the journeyman rate of pay and one (1) foreman who shall receive one dollar seventy-five cents (\$1.75) per hour above journeyman rate of pay for each additional four (4) men; one shall be designated as Foreman and shall receive one dollar seventy-five cents (\$1.75) per hour above journeyman rate of pay.

Section 4. When twenty (20) men are employed on job site, General Foreman shall receive two dollars fifty cents (\$2.50) per hour above journeyman rate of pay.

ADDENDUM XIII**SHIFT WORK**

Section 1. When and where shift work is needed, shifts may be established for not less than two (2) consecutive working days, not necessarily in the same work week. Wage rate for such shifts shall be one hundred fifteen per cent (115%) of the base wage rate, plus full fringe benefits. No employer shall require an employee to work two (2) consecutive shifts. At no time will one man be allowed to work alone on shift work.

Section 2. No shift work shall be worked as shift work from 8:00 AM Saturday to 12:00 midnight Sunday. When working the 2nd or 3rd shift on Friday where the first eight (8) hours carry into Saturday, the hours will be paid at the normal shift rate for a regular eight (8) hour shift.

Section 3. Hours worked in excess of eight (8) hours shall be paid at one and one-half (1-1/2) times the base wage rate, plus full fringe benefits.

Section 4. All hours worked in excess of twelve (12) hours in a work day, or shift, shall be paid at double time, or two (2) times the rate of pay. This is for shop work as well as job site work.

ADDENDUM XIV**ACCESS TO JOB OR JOB SITE**

Section 1. The employer shall not prohibit Business Representatives of the Local Union access to any shop or job at any reasonable time provided he notifies the management or his representative of his presence.

ADDENDUM XV**LOST TIME FOR MEDICAL TREATMENT**

Section 1. An employee suffering an industrial injury requiring medical treatment or examination while employed by a signatory employer shall be entitled to receive his wages at regular straight time of pay, in addition to any other benefits to which he may be entitled, for any time lost from the work shift in which the injury occurred on account of said examination or treatment provided he returns to work during the shift.

Section 2. If the injury occurs in the first part of this shift, and the employee is unable to return to work, he will receive four (4) hours pay.

Section 3. If the injury occurs in the second part of the shift, and the employee is unable to return to work, he will receive eight (8) hours pay.

ADDENDUM XVI

TERMINATION OF EMPLOYEE/HIRING OF EMPLOYEE

Section 1. A twenty-four (24) hour notice in writing shall be given by the Contractor to the employee and Business Representative, of any lay off, discharge or hiring on forms supplied by the Union. Such provision, however, shall not apply under conditions over which the employer has no control.

Section 2. The Employer shall notify the Union immediately of any lay off, 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 within two (2) working days of any lay off or discharge, the Employee shall receive his regular compensation until such notice is received by the Union. It shall be a violation of this Agreement for any employer to start employment of any employee before notification to the Union.

Section 3. A twenty-four (24) hour termination notice shall be given to the Employer and the Union by the employee. This provision, however, shall not apply under conditions over which the employee has no control. Twenty-four (24) hours shall be defined as two (2) normal working days in Sections 1 and 2.

ADDENDUM XVII

STEWARDS

Section 1. The stewards, who are appointed by the Business Representative or selected by the employees of the individual shops or jobs shall be the last man, other than supervisory employees to be laid off if possible.

Section 2. In the event a shop steward is to be shown disciplinary action, or discharged for reasons which he and the Business Representative feel are unjust, or for duly carrying out his responsibilities as the steward, the Local Joint Adjustment Board agrees to meet within twenty-four (24) hours upon notification from the Business Representative.

Section 3. The Union will notify the contractor by certified mail as to who the Steward is in his shop or job.

ADDENDUM XVIII

REFERRAL CLAUSE

Section 1. When the Employer needs additional duly qualified journeyman sheet metal workers, registered apprentices and preapprentices to properly execute work contracted for and by the Employer in the manner and under the condition specified in the Agreement, the Employer shall give the Union an equal opportunity with all other sources to provide suitable journeymen sheet metal workers, registered apprentices and preapprentices.

Section 2. The Employer reserves the right to request unemployed members who are presently drawing unemployment compensation which is charged against his fund.

Section 3. The Employer hereby agrees to give the Union seventy-two (72) hours to provide qualified journeymen, apprentices, and preapprentice sheet metal workers. (Saturday, Sundays, and Holidays excluded.)

ADDENDUM XIX

OVERTIME RATES

Section 1. It is agreed that emergency service work performed outside the regular working hours will be paid for at one and one-half (1-1/2) times the regular rate.

Section 2. All hours worked in excess of twelve (12) hours in a work day, or shift, shall be paid at double time or two (2) times the rate of pay. This is for shop work as well as job site work.

ADDENDUM XX

STATE AND FEDERAL INCOME TAX

Section 1. It is agreed that the employer will withhold Wisconsin State Income Tax and Federal Income Tax on all Wisconsin resident employees when employed on jobs located in the area covered by this Agreement.

ADDENDUM XXI

CHANGE IN REGULAR HOURS

Section 1. It is agreed the regular working hours can be changed for a specific shop or job with prior approval of the Employer, the Union Business Representative and majority of employees involved.

ADDENDUM XXII

BREAKS

Section 1. A coffee break not to exceed ten (10) minutes in the morning shall be allowed. This is not to be construed as an organized break but rather a break to be taken in the general area of the job being performed.

Section 2. Employees shall not use cellular phones or pagers while working on the project site for personal calls or messages except while on provided breaks.

ADDENDUM XXIII**MOONLIGHTING**

Section 1. 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 either fabricated or not fabricated for that purpose.

Section 2. This item not to apply where member works on his own residence or that of a member of his immediately family free gratis.

ADDENDUM XXIV**RECOGNITION CLAUSE**

Section 1. Inasmuch 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 that 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.

ADDENDUM XXV**UNION LABEL**

Section 1. 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 on 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. Labels to be provided by the Union and applied by the respective shop steward.

ADDENDUM XXVI**SAFETY AND HEALTH**

Section 1. Employees shall adhere to all safety requirements as mandated by employer or customer. The Employer will furnish standard hard hat and safety glasses. Employees will furnish hard toe safety shoes and prescription glasses as required.

Section 2. It is agreed that the Union will aid the contractors in screening new employees, referred by Local #18, on whether said employees have received training in the "right to know" and MSDS Hazardous Communication.

Section 3. Both parties agree to maintain a drug testing policy to include random testing with funding to be from the employers.

ADDENDUM XXVII

JOURNEYMAN RETRAINING

Section 1. Each journeyman shall complete a minimum of sixteen (16) hours or trade-related retraining per year. Records of such schooling shall be kept by the Union with copies submitted to contractor upon request. This retraining requirement may be compiled with by taking a course or courses totaling required hours within one (1) year. Employer sponsored classes can be included to meet this requirement.

Section 2. OSHA 10+ and First Aid training is required by all construction journeymen by December 31, 2008. OSHA and First Aid training is required by residential journeymen by December 31, 2008. Local 18 will schedule these classes if they are not readily available at the Technical College. The costs for these classes are reimbursable from the local training fund.

Section 3. It is agreed to support a voluntary safety day.

ADDENDUM XXVIII

PICKET LINES

Section 1. It shall not be a violation of this Agreement and it shall not be cause for discipline or discharge if any employee covered by this Agreement refuses to go through a primary picket line sanctioned by organized labor.

INDUSTRIAL ADDENDUM

WAUSAU AREA

JUNE 1, 2014 – MAY 28, 2017

INDUSTRIAL FABRICATING AND MANUFACTURING ADDENDUM

TO THE STANDARD FORM OF UNION AGREEMENT

Addendum entered into this 1st day of June, 2014 by and between the SIGNATORY CONTRACTORS IN THE WAUSAU AREA, hereinafter referred to as the Employer, and Local Union No. 18 of International Association of Sheet Metal, Air, Rail and Transportation Workers hereinafter referred to as the Union.

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 non-ferrous metals, including other materials used in lieu thereof, as required for installation within the confines of an industrial, processing or manufacturing job site and defined in Section 2 of this Article.

Section 2. Section 1 of this Article relates to the shop fabrication only, of air pollution control systems, noise abatement materials and all other industrial work excluding air conditioning, heating, ventilating, 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. The Employer agrees that in all instances, he will attempt to secure work under this Article as the turnkey contractor to design, fabricate and install.

Section 4. Effective June 1, 2010 it is agreed that Class B addendum workers are no longer allowed to work in the field.

ARTICLE II

(ERECTION OR INSTALLATION OF COMPANY'S PRODUCTS)

The Company agrees 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 the 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 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 the 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. The signatory parties shall make every possible effort to arrange a mutually satisfactory job site 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 CLASSIFICATIONS)

Section 1. Wage rates for Industrial Sheet Metal Workers covered by this Addendum who perform any work specified in Article I of this Addendum shall be commensurate with the existing industrial rates in the local geographical area with the exception of journeymen and apprentices on the payroll of the Employer on the effective date of this Addendum.

Class A - Building Trades Journeyman - All supervision, pattern layout and development, detailed drawings, blueprint, plan take off, set-up mechanic and such other work as may be mutually agreed upon by the parties.

Class B - Industrial Workers - Work included in this classification:

Cut Out	Tacking
Burning	Welding
Grinding	Operating of all Shop Equipment
Fit Up	Component and Equipment Assembly

Industrial Worker Probationary Employees (30 Days) - 100% of Class B rate.

Class C - Industrial Workers - Work included in this classification:

Preparation for Painting	Material Handling
Sandblasting	Forklift and Mobile Equipment
Wire Brushing	Shipping
Grinding	Receiving
Painting	Delivery of Material to Job site
Insulation	

Industrial Worker Probationary Employees (30 Days) - 100% of Class C rate.

Section 2. Journeymen and apprentices of Local Union 18 on the payroll of the employer and who choose to remain with the employer for employment on work covered in Article I of this Addendum shall be compensated as follows:

A. Employees shall receive no reduction in hourly rate, fringe benefits, (i.e., funds, vacation, etc.) or contractual benefits provided in his Local Union Agreement and effective on this date.

B. Journeymen shall receive the same percentage of increases for employees covered under Class A. Allocation of amounts of fringe benefit funds from the contractual hourly rate increases provided herein shall be at the option of the employees.

C. Apprentices working under this schedule shall continue to receive their percentage increases until, and through, their graduation to journeyman. Apprentice's increases shall be based on a percentage of the current journeymen rate determined under 2(B) above.

D. Contributions for such employees to the welfare and pension plans shall remain the same except as changed by the provisions of Section 2(B) above.

E. The names of those employees referred to in this Section shall be listed in Addenda and duly incorporated as a part of this Agreement.

F. The employer agrees to notify the union prior to any reclassification of employees.

Section 3. Employment security shall be established for all employees referred to in Section 2 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. Termination of employees referred to in above Section 2 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 thirty (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 list of 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 on Saturdays shall be one and one-half (1-1/2) times the regular rate except as provided in Sections 2 and 3 of this Article.

Sections 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. In the event shift work is/or becomes necessary, the pay and conditions, therefore, shall be negotiated between the parties hereto and inserted herein.

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.
- (d) 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 VI

(NATIONAL PENSION PLAN)

Section 1. Commencing with the first day of July, 1989, and for the duration of the current Collective Bargaining Agreement between the said parties, and any renewal or extensions thereof, the Employer agrees to make payments to the Sheet Metal Workers' National Pension Fund for each employee covered by the said Collective Bargaining Agreement, according to the Standard Form of Participation Agreement which has been duly executed and is attached, and made a part thereof as if set forth herein verbatim.

ARTICLE VII

(FRINGE BENEFITS)

Section 1. Group insurance, paid holidays, paid vacations and/or any other benefits commensurate with the existing industrial agreements in the local geographical area shall be accorded to industrial employees covered by this Addendum and shall be negotiated by the parties hereto, and included herein. (See Wage and Benefit Schedule attached).

ARTICLE VIII

(SASMI)

Section 1. The Employer shall pay an amount equal to three percent (3%) of the gross earnings, including Health, Welfare, and Pension totals, of its journeymen and apprentice employees to the Stabilization Agreement of Sheet Metal Industry Trust Funds, hereinafter referred to as SASMI, established and administered jointly by the International Association of Sheet Metal, Air, Rail and Transportation Workers and the Sheet Metal Contractors with an equal number of Union and Employer Trustees to provide benefits pursuant to a qualified plan during periods of unemployment.

Section 2. The Employer agrees to become signatory to these Agreements and Trusts and any other Supplemental Agreements hereby the Trust Funds are created (and as the same may be amended from time to time) and to be bound by all the terms, conditions and provisions of the Plan, Rules and Regulations, adopted by said Trustees (and as may be amended from time to time) all of which documents are deemed to be incorporated herein by this reference for all purposes and are made a part hereof (as if set forth herein at length).

ARTICLE X

(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 specifically altered or amended by this Addendum.

ARTICLE XI

Section 1. This Addendum shall become effective on this, 1st day of June ,2014 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 Section 2 of this Article.

Section 2. The provisions of Article XIII, Section 2 of the Standard Form of Union Agreement shall be applicable to this Addendum.

IN WITNESS WHEREOF, the parties affix their signatures and seal this _____ day of _____, 20____.

MCA OF NORTHWEST WISCONSIN

International Association of Sheet Metal, Air, Rail and Transportation Workers Local #18

BY _____

BY _____

BY _____

WAUSAU INDUSTRIAL FABRICATING AND MANUFACTURING**WAGES AND FRINGES**INDUSTRIAL ADDENDUM CLASS "B" WORKEREFFECTIVE JUNE 1, 2014

Base Wage Rate	\$27.30 per hour
Vacation	\$.75 per hour
Health and Welfare	\$ 7.62 per hour
National Pension Fund	\$ 2.00 per hour
Local Pension Fund	\$ 1.34 per hour

PLUS SASMI (3% figured on the above amounts. For regular straight time rate, per hour shall be \$1.17)

NEMI	\$.03 per hour
Local Training Fund	\$.23 per hour
Local Industry Fund	\$.05 per hour
Drug Testing	\$.02 per hour
SMOHIT	\$.02 per hour
TOTAL	\$39.36 per hour + SASMI = \$40.53(1)

- (1) Hourly working dues to be withheld at the appropriate rate as specified by Local #18.

*The Union reserves the right to allocate additional amounts from the base wage and/or increases covered by this Agreement to the health and welfare and/or National Pension Fund and/or Local Pension Fund.

INDUSTRIAL ADDENDUM CLASS "C" WORKER

EFFECTIVE JUNE 1, 2014

Base Wage Rate	\$19.15 per hour
Vacation	\$.35 per hour
Health and Welfare	\$ 7.62 per hour
National Pension Fund	\$ 2.00 per hour
Local Pension Fund	\$ 1.33 per hour

PLUS SASMI (3% figured on the above amounts. For regular straight time rate, per hour shall be \$0.91)

NEMI	\$ 0.03 per hour
Local Training Fund	\$ 0.23 per hour
Local Industry Fund	\$ 0.05 per hour
Drug Testing	\$ 0.02 per hour
SMOHIT Fund	<u>\$ 0.02 per hour</u>

TOTAL	\$28.67 per hour
	+ SASMI = \$29.52(1)

- (1) Hourly working dues withheld at the appropriate amount as specified by Local #18.

*The Union reserves the right to allocate additional amounts from the base wage and/or increases covered by this Agreement to the health and welfare and/or National Pension Fund and/or Local Pension Fund.

RESIDENTIAL ADDENDUM

WAUSAU AREA

JUNE 1, 2014 – MAY 28, 2017

RESIDENTIAL ADDENDUM

WAUSAU AREA

AGREEMENT ENTERED INTO THIS 1st DAY OF JUNE, 2014 BY AND BETWEEN _____
HEREINAFTER REFERRED TO AS THE EMPLOYER AND LOCAL UNION NO. 18 OF THE INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL AND TRANSPORTATION WORKERS HEREINAFTER REFERRED TO AS THE UNION FOR MARATHON, LINCOLN, PORTAGE, WOOD, LANGLADE, ONEIDA, AND VILAS COUNTIES, STATE OF WISCONSIN.

Section 1.

- (a) This Addendum covers the rates of pay, rules and working conditions of all employees of the employer engaged in the fabrication, erection, installation, repairing, replacing and servicing of all residential heating and air conditioning systems and the architectural sheet metal work on such residences.
- (b) This Addendum shall apply to Local #18 jurisdictional counties, as outlined in the basic agreement, with the understanding that the wage rate and conditions contained herein will apply to the other counties within the jurisdiction of Local #18, unless a higher wage rate for residential work has been established in another county, in which case the higher rate will prevail in that county or counties.

Section 2.

- (a) Residential shall be defined as applying to work on any single family dwelling or multiple family housing unit. It is understood that motels, hotels, nursing homes, health care centers, etc., are excluded.
- (b) The Employer agrees that none but Residential Journeymen Sheet Metal Workers and Apprentices shall be employed on any work described in this Addendum, except as noted herein, provided however, that Building Trades members may be voluntarily employed on such work provided no Residential members are available and prior approval has been granted by the Union.
- (c) The employer agrees that Building Trades members so employed under this Addendum shall not forfeit or suffer any reduction in any fringe benefits as outlined in Local Basic Standard Form of Union Agreement.

Section 3.

- (a) This Addendum is to be expanded to include "Light Commercial" work on sheet metal contracts not to exceed \$150,000.00. Effective June 1st, 2014 the light commercial rate will increase to \$150,000.00. The contract must include all equipment, control work, installing, and all subcontracts connected with the contract. Federal and State prevailing wage rates (white sheet) work will be excluded except when determination rate is lower than the contract conditions in effect. The exception would not apply if work would extend into a contract wage increase. Wage rate under this provision will be 75% of Building Trades (Class A) journeyman's base wage rate.
- (b) Residential journeymen assigned to work as outlined in (a) above shall receive 75% of Class A journeyman's rate plus residential fringe benefits.
- (c) Class A journeymen may choose to sign down, however, shall receive full Class A journeyman's fringe benefits and SASMI calculated at full Class A rate.
- (d) Residential Apprentices would receive 75% of Class A journeyman's rate, times the percentage rate they are at plus residential fringe benefits.

Section 4.

- (a) NEW CONSTRUCTION - The work week shall be as outlined in Article VI of the Local Basic Agreement.

Section 5.

- (a) SERVICE, MAINTENANCE, REPLACEMENT WORK - The work week shall consist of a scheduled forty (40) hour work week. All work performed beyond the forty (40) hours or eight (8) hour day shall be compensated for at one and one-half (1.5) times the basic hourly residential wage rate.

Section 6.

- TRAVEL AND TRANSPORTATION - Same as regular Building Trades Agreement.

Section 7.

WAGES AND FRINGE BENEFITS:

(a) RESIDENTIAL JOURNEYMAN RATE - **EFFECTIVE June 1, 2014:**

Base Wage Rate	\$18.86 per hour
Vacation Fund	\$ 1.00 per hour
Health and Welfare	\$ 7.62 per hour
National Pension Fund	\$ 2.50 per hour
Local Pension Fund	\$ 1.11 per hour

PLUS SASMI (3% figured on the above amounts. For regular straight time rate, per hour shall be \$0.93)

NEMI	\$.03 per hour
iTi	\$.12 per hour
Local Training Fund	\$.23 per hour
Local Industry Fund	\$.05 per hour
Drug Testing	\$.02 per hour
SMOHIT	\$.02 per hour

TOTAL	\$31.56 per hour + SASMI = \$32.49
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- (1) Hourly working dues shall be withheld in the appropriate amount as specified by Local #18.

*The Union reserves the right to allocate additional amounts from the base wage and/or increases covered by this Agreement to the health and welfare and/or National Pension Fund and/or Local Pension Fund.

- (b) LIGHT COMMERCIAL WORK (\$150,000.00 OR LESS)
(Effective June 1st, 2014 - \$150,000.00 or less)

EFFECTIVE June 1st 2014

Base Wage Rate	\$21.08 per hour
Vacation	\$ 1.00 per hour
Health and Welfare	\$ 7.62 per hour
National Pension Fund	\$ 2.50 per hour
Local Pension Fund	\$ 1.11 per hour

PLUS SASMI (3% figured on the above amounts. For regular straight time rate, per hour shall be \$1.00)

NEMI	\$.03 per hour
iTi	\$.12 per hour
Local Training Fund	\$.23 per hour
Local Industry Fund	\$.05 per hour
Drug Testing	\$.02 per hour
SMOHIT	\$.02 per hour

TOTAL \$33.78 per hour
+ SASMI = \$34.78 (1)

- (1) Hourly working dues to be withheld at the appropriate amount as specified by Local #18.
*The Union reserves the right to allocate additional amounts from the base wage and/or increases covered by this Agreement to the health and welfare and/or National Pension Fund and/or Local Pension Fund.
- (c) Apprentices covered by this Agreement shall be paid on a percentage basis as outlined in XI of the Standard Form of Union Agreement.
- (d) The Employer agrees that no employee shall suffer a reduction in wage or benefits due to the signing of this Addendum.
- (e) The Employer will not deny any employee unemployment compensation for refusing to work under the Residential Addendum when laid off under the existing Building Trades Agreement.
- (f) It is expressly understood and agreed that Residential Journeymen and Residential Apprentice shall be limited to RESIDENTIAL WORK. It is further agreed that no journeyman or apprentice of the Building Trades presently employed shall be reduced to the rate of Residential Journeyman or Residential Apprentice.
- (g) In the event a regular Building Trades Journeyman or Apprentice is placed on work covered by this Addendum, he shall receive the rate of

pay and benefits he is entitled to under the terms of the Local Basic or Standard Form of Union Agreement.

- (h) Permanent transfers from Journeymen Sheet Metal Worker to Residential Journeyman Sheet Metal Worker may be made on a voluntary basis once only and with the approval of the Local Union and the signing of a form so stating.
- (i) Temporary transfers from Journeyman Sheet Metal Worker to Residential Journeyman Sheet Metal Worker may be made on a voluntary basis once only and with the approval of the Local Union and the signing of a form so stating.
- (j) The Employer agrees to notify the Union prior to any reclassification of employees.

Section 8.

- (a) The Employer agrees to be bound by the wages, hours and working conditions contained in the Local Basic or Local Standard Form of Union Agreement on any work performed on commercial or industrial establishments, or on any work not specified in Section 1 and 2 of this Addendum.

Section 9.

RESIDENTIAL APPRENTICE STARTING AFTER JUNE 3, 2007

- (a) Effective June 3, 2007, the Residential Apprentice program will be a five (5) year program administered by the Apprenticeship Committee as to required classes, work hours, etc. Apprentice will be required to attend trade related instruction as set up by the Local Joint Apprenticeship Committee. Upon completion of Residential Apprenticeship period, Residential Sheet Metal Worker to receive 100% of the Residential base wage rate, plus Residential Fringe Benefit Package.
- (b) All duly qualified apprentices shall be under the supervision and control of a Joint Apprenticeship and Training Committee composed of six (6) members, three (3) of whom shall be selected by the Employer, and three (3) by the Union. Said Joint Apprenticeship and Training Committee shall formulate and make operative such rules and regulations as they may deem necessary and which do not conflict with the specific terms of this Agreement, to govern eligibility, registration, education, transfer, wages, hours, working conditions of duly qualified apprentices and the operation of an adequate apprentice system to meet the needs and requirements of the trade. Said rules and regulations when formulated and adopted by the parties hereto shall be recognized as part of this Agreement.

(c)

- 1st Year 50% of the Residential Journeyman base rate, national pension fund rate and local pension fund rate plus the full vacation fund, health fund and other fund benefits under the residential journeyman fringe benefits schedule.
- 2nd Year 60% of the Residential Journeyman base rate, national pension fund rate and local pension fund rate plus the full vacation fund, health fund and other fund benefits under the residential journeyman fringe benefits schedule.
- 3rd Year 67.5% of the Residential Journeyman base rate, national pension fund rate and local pension fund rate plus the full vacation fund, health fund and other fund benefits under the residential journeyman fringe benefits schedule.
- 4th Year 75% of the Residential Journeyman base rate, national pension fund rate and local pension fund rate plus the full vacation fund, health fund and other fund benefits under the residential journeyman fringe benefits schedule.
- 5th Year 90% of the Residential Journeyman base rate, national pension fund rate and local pension fund rate plus the full vacation fund, health fund and other fund benefits under the residential journeyman fringe benefits schedule.

MCA OF NORTHWEST

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

BY _____ BY _____

DATE _____ DATE _____

ASSUMPTION OF AGREEMENT

SECTION 1 – The undersigned Contractor hereby agrees to assume, and assumes, all of the terms of and provisions of the attached Labor Agreement entered into between the **Mechanical Contractors Association of Northwest Wisconsin** (hereinafter referred to as “Association”) and **THE INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL AND TRANSPORTATION WORKERS** (hereinafter referred to as “Union”), and agrees to be bound thereby the same as though all of said terms and provisions were set forth word for word herein, except as to those pertaining solely to the aforesaid Association.

SECTION 2 – This Labor Agreement shall be effective as of June 1, 2014.

SECTION 3 - It is specifically understood that this Labor Agreement may be reopened in the manner set forth in Article XIII of said Labor Agreement, but that, in event of an inadvertent failure of the reporting party to individually notify the undersigned Contractor of its desire to so reopen, this Labor Agreement shall nevertheless be reopened for negotiations upon proof that timely notice of said desire had been sent to the aforesaid Association.

SECTION 4 – By execution of the Agreement the Employer authorizes the Mechanical Contractors Association of Northwest Wisconsin 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 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 date of the agreement.

Dated: This _____ day of _____, 20__.

CONTRACTOR:

UNION:

International Association of Sheet
Metal, Air, Rail and
Transportation Workers Local
#18

Company:

Address:

BY:

BY: