STATE OF ILLINOIS
DEPARTMENT OF LABOR

IN THE MATTER OF:	)	
	)	
SHEET METAL AND AIR CONDITIONING CONTRACTORS' NATIONAL ASSOCIATION OF GREATER CHICAGO, WESTSIDE MECHANICAL GROUP, INC. AND ADMIRAL HEATING & VENTILATING, INC.,	)	**STATE FILE NO. 2027-H-CC08-2365**
	)	**DATE OF NOTICE: AUGUST 20, 2026**
OBJECTORS,	)	
v.	)	
JANE R. FLANAGAN, DIRECTOR of the ILLINOIS DEPARTMENT OF LABOR, and THE ILLINOIS DEPARTMENT OF LABOR,	)	
RESPONDENTS.	)	

NOTICE OF WEBEX HEARING

PLEASE TAKE NOTICE that Jane R. Flanagan, Director of the Illinois Department of Labor, and the Illinois Department of Labor ("Respondents") have received from **SHEET METAL AND AIR CONDITIONING CONTRACTORS' NATIONAL ASSOCIATION OF GREATER CHICAGO, WESTSIDE MECHANICAL GROUP, INC. AND ADMIRAL HEATING & VENTILATING, INC.,** ("Objectors") written objections to the prevailing wage determinations, published by the Department on its website, and a request for hearing on those objections pursuant to Sections 4 and 9 of the Prevailing Wage Act [hereinafter, "PWA" or "Act"], 820 ILCS 130/0.01 et seq.

Pursuant to the PWA, Article 10 of the Illinois Administrative Procedure Act, 5 ILCS 100/10-5 et seq., and 56 Ill. Admin. Code 120.100 et seq., Respondents will convene a hearing via Webex on:

DATE:	**September 25, 2026**
TIME:	**9:30 a.m.**
ADMINISTRATIVE LAW JUDGE:	**Nichole Cain** **Administrative Law Judge** **Illinois Department of Labor**
WEBEX INFORMATION:	**https://illinois.webex.com/meet/nichole.t.cain** **Meeting Number: 2630 302 6761** **Phone Number:** **+1-312-535-8110 Toll** **+1-415-655-0002 Toll** **Access code: 2630 302 6761**

OBJECTORS' ATTORNEY: **Christina K. Wernick, Esq.**
Laner Muchin, Ltd.

RESPONDENTS' ATTORNEY: **Stephanie Barton, Esq.**
Deputy General Counsel
Illinois Department of Labor

Sean Imburgian, Esq.
Staff Attorney
Illinois Department of Labor

If you are unable to access Webex via the video link, you may join by calling the Webex phone numbers listed above.

The hearing involves the written objections and hearing request filed by Objector(s), attached hereto and made a part hereof (Exhibit A).

The parties and their respective representatives must be prepared to proceed at the hearing. The parties must present all information, documents, records or witnesses necessary to substantiate their position(s) at the hearing.

Pursuant to 56 Illinois Administrative Code 120.640, the Administrative Law Judge shall issue a Decision and Order. In the event no timely or proper exceptions are filed, the findings, conclusions, recommendations and order of the Administrative Law Judge shall automatically become the decision and order of the Director of Labor.

The proceedings are subject to judicial review in accordance with the provisions of the Administrative Review Law, 735 ILCS 5/3-101 et seq. The Director of Labor's determination on the objections is final and binding unless a party to this proceeding applies for and obtains judicial review of the final administrative decision in accordance with the provisions of the Administrative Review Law.

Jane R. Flanagan
Director of Labor

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

CERTIFICATE OF SERVICE

Under penalties as provided by law, including pursuant to Section 1-109 of the Code of Civil Procedure, I, Davis Merced, a non-attorney, affirm, certify or on oath state, that I served notice of the attached Notice of Webex Hearing and Order upon all parties to this case, or their agents appointed to receive service of process, by enclosing a copy of the Notice of Webex Hearing and Order in Case No. **2027-H-CC08-2365** in an envelope addressed to each party or party's agent at their respective address(es) having caused each envelope to be served by

☒ U.S. **regular** mail with postage prepaid being deposited in the U.S. mailbox at 555 W Monroe, Chicago, Illinois,

☐ **certified mail** return receipt requested and **regular mail** with postage prepaid at 555 W Monroe, Chicago, Illinois,

☒ via **email** addressed to each party or party's agent at the respective email address shown on the Certificate of Service,

on August 20, 2026, prior to 4:30 p.m.

Via Email:

OBJECTORS

Sheet Metal and Air Conditioning Contractors'
National Association of Greater Chicago,
Westside Mechanical Group, Inc. and
Admiral Heating & Ventilating, Inc.,
c/o Christina K. Wernick, Esq.
Laner Muchin, Ltd.
515 North State Street, Suite 2400
Chicago, Illinois 60654
Telephone: (312) 467-9800
Email: cwernick@lanerlaw.com

RESPONDENTS

Illinois Department of Labor and Jane Flanagan, Director
c/o Stephanie Barton, Esq.
Deputy General Counsel
524 S 2nd Street Ste 400
Springfield, IL 62701
Stephanie.Barton@Illinois.gov

/s/Davis Merced
Davis Merced, Office Specialist
Illinois Department of Labor

STATE OF ILLINOIS
DEPARTMENT OF LABOR

IN THE MATTER OF:	)	
	)	
SHEET METAL AND AIR CONDITIONING CONTRACTORS' NATIONAL ASSOCIATION OF GREATER CHICAGO, WESTSIDE MECHANICAL GROUP, INC. AND ADMIRAL HEATING & VENTILATING, INC.,	)	STATE FILE NO. 2027-H-CC08-2365
	)	DATE OF NOTICE: AUGUST 20, 2026
OBJECTORS,	)	
	)	
v.	)	
	)	
JANE R. FLANAGAN, DIRECTOR of the ILLINOIS DEPARTMENT OF LABOR, THE ILLINOIS DEPARTMENT OF LABOR,	)	
	)	
RESPONDENTS.	)	

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to 56 Ill. Admin. Code § 120.400**,** a **Webex** pre-hearing conference shall be convened on **September 4, 2026** at **9:00 a.m.** The parties shall join via Webex using the following video link or dial-in phone number:

   https://illinois.webex.com/meet/nichole.t.cain
   Meeting Number: 2630 302 6761

   Phone Number:
   312-535-8110 Toll
   415-655-0002 Toll
   Access code: 2630 302 6761

2. The pre-hearing conference shall be held to consider: simplification of the issues; necessity or desirability of amending documents for purposes of clarification, simplification, or limitation; stipulations and admissions of fact and of contents and authenticity of documents; limiting the number of witnesses; propriety of prior mutual exchange between and among the parties who have prepared testimony or exhibits; and addressing such other matters as may tend to expedite the disposition of the proceedings and to assure a just conclusion.

3. Attorneys shall, pursuant to 56 Ill. Admin. Code § 120.220, file their appearances as soon as practicable.

4. Any Petitions to Intervene shall be filed by **September 2, 2026.**

DATE: August 20, 2026

By: /s/ Nichole Cain

Nichole Cain
Administrative Law Judge
Illinois Department of Labor
115 South LaSalle Street, 37th Floor
Chicago, IL 60603
V: 312-793-1805
Dol.hearings@illinois.gov

EXHIBIT A

STATE OF ILLINOIS - DEPARTMENT OF LABOR
115 S. LASALLE STREET, 37th Floor
CHICAGO, ILLINOIS 60601

IN THE MATTER OF:	
SHEET METAL AND AIR CONDITIONING CONTRACTORS' NATIONAL ASSOCIATION OF GREATER CHICAGO, WESTSIDE MECHANICAL GROUP, INC. AND ADMIRAL HEATING & VENTILATING, INC.,	State File No. 2027-H-CC08-2365
Petitioners,	
- and -	
JANE R. FLANAGAN, Director of the Illinois Department of Labor, and the ILLINOIS DEPARTMENT OF LABOR,	
Respondents.	

WRITTEN OBJECTIONS AND REQUEST FOR HEARING
UNDER SECTIONS 4 AND 9 OF THE ILLINOIS PREVAILING WAGE ACT

Now comes the Sheet Metal and Air Conditioning Contractors' National Association of Greater Chicago Westside Mechanical Group, Inc. and Admiral Heating & Ventilating, Inc. (collectively "Petitioners"), by and through their attorneys, Laner Muchin, Ltd., and submit these written objections to the prevailing wage schedules published by the Illinois Department of Labor ("Department" or "IDOL") on or about July 15, 2026. Petitioners request a hearing pursuant to Sections 4 and 9 of the Illinois Prevailing Wage Act ("Act"), 820 ILCS 130/4 and 130/9, to require certification and publication of the apprentice rates established by the Agreements between SMART Local Nos. 265 and 73 and SMACNA Greater Chicago, or, in the alternative, to establish separate apprentice classifications in each county covered by the same collective bargaining agreement for the Sheetmetal Worker Trade Title.

COUNT I - OBJECTION
IDOL FAILED TO CERTIFY AND PUBLISH THE APPRENTICE RATES REQUIRED BY SECTIONS 4 AND 9 OF THE ACT

1. The Petitioner Sheet Metal and Air Conditioning Contractors' National Association of Greater Chicago ("Association") is a multi-employer bargaining association representing contractor members who perform public works construction throughout the geographic jurisdiction covered by its collective bargaining agreements with Sheet Metal, Air, Rail and Transportation International Association Local 265 of DuPage, Grundy, Iroquois, Kane, Kankakee, Kendall, Livingston, McHenry and Will Counties ("Local 265") and International Association of Sheet Metal, Air, Rail and Transportation Local No. 73 of Chicago, Cook and Lake Counties, Illinois ("Local 73)(collectively the "Unions").

2. Petitioner Westside Mechanical Group, Inc. ("Westside") is an Illinois corporation and a member of the Association.

3. Westside is signatory to the area-wide collective bargaining agreement negotiated by and between the Association and Local 265 ("SMART 265 CBA"), and is further bound to the terms of the SMART 265 CBA by virtue of their membership in the Association. A true and accurate copy of the SMART 265 CBA is attached as Exhibit A.

4. Westside is engaged in construction work and employs workers under the established classification of Sheetmetal Worker on prevailing wage jobsites in Illinois. These workers are covered by the terms of the SMART 265 CBA and Westside is contractually obligated to pay its employees who are performing work covered by the SMART 265 CBA the wages and fringe benefits described in the SMART 265 CBA.

5. The SMART 265 CBA covers work performed by workers in the mechanical industry in DuPage, Kane, Kendall, McHenry, Will, Grundy, Kankakee, Livingston, and Iroquois ("SMART 265 Affected Counties"). These workers are identified by the Trade Title Sheetmetal Worker in the prevailing wage and benefit rates posted by the Department in the SMART 265 Affected Counties.

6. The SMART 265 CBA identifies not only journeyman Sheetmetal Worker wage and benefit rates but also includes progressive apprentice Sheetmetal Worker wage and fringe benefit rates.

7. On or about July 15, 2026, the Department published annual prevailing wage schedules for the Affected Counties covered by the SMART 265 CBA. Those schedules include rates directly ascertainable from the CBA and the corresponding 2026 wage and fringe benefit rate sheet attached as Exhibit B ("SMART 265 Rate Sheet") for the Trade Title Sheetmetal Worker.

8. By publishing the SMART 265 CBA-derived Sheetmetal Worker wage and fringe benefit rates on or about July 15, 2026, IDOL necessarily determined that contractor members of the Association, which includes Westside, employ at least 30% of workers in the Sheetmetal Worker Trade Title in the SMART 265 Affected Counties, and therefore, in accordance with Sections 4 and 9 of the Act, the CBA contains the prevailing rate of wages and benefits for Trade Title Sheetmetal Worker in the Affected Counties ("SMART 265 Prevailing CBA").

9. Despite that determination, IDOL failed to certify and publish all of the rates established by the same SMART 265 Prevailing CBA. In particular, while IDOL published journeyman rates, IDOL failed to certify or publish the graduated apprentice Sheetmetal Worker wage rates and fringe benefit contributions expressly provided for in the SMART 265 CBA and the SMART 265 Rate Sheet.

10. Apprentice Sheetmetal Workers covered by the SMART 265 CBA participate in a Department of Labor-approved apprenticeship and training program. That program incorporates, and is administered consistent with, the graduated apprentice wage rates and fringe benefit contributions established by the SMART 265 CBA and the SMART 265 Rate Sheet.

11. The rates established pursuant to the SMART 265 CBA and SMART 265 Rate Sheet include the following progressive apprentice wage benchmarks and related fringe contributions:

International Association of Sheet Metal, Air, Rail and Transportation Workers Local Union No. 265

SHEET METAL | AIR | RAIL | TRANSPORTATION

SMART

3110 Woodcreek Drive
Downers Grove, IL 60515-5411

Kevin Galass
Fin. Sec'y-Treas./Bus. Rep.

James Jones
Recording Secretary

Matt Gugala
President/Business Manager

Phone: 630-668-0110
Fax: 630-668-0932

Business Representatives:
Brian McSherry
Ron Mika
Brian Dahlman
Tom Syron

Apprentice Rates

The following Wage Rates and Fringe Benefit contributions per hour, and Payroll Deductions shall be in effect from June 01, 2026 through May 31, 2027

Apprentice Year		Total Base Rate	Local Pension	Supp. Retirement Savings Plan	National Pension	Health & Welfare	Education Fund Local	Education Fund National	Industry Fund UMCC	SMACNA Greater Chicago	SASMI	Total Fringe Benefits	Total Package
First Year													
1st - 6 Months	40%	$25.09	$ 3.29	$ 4.30	$ 0.93	$ 18.91	$ 1.64	$ 0.18	$ 1.02	$ 0.49	$ 1.45	$ 32.21	$ 57.30
2nd - 6 Months	45%	$28.08	$ 3.70	$ 4.84	$ 0.93	$ 18.91	$ 1.64	$ 0.18	$ 1.02	$ 0.49	$ 1.55	$ 33.26	$ 61.34
(Deductions)													
Organizing Fund		$0.60											
Defense Fund		$0.41											
IA Working Assessment		$0.22											
LU Working Assessment			ON TOTAL HOURS WORKED										
1st 6 Months		$0.80											
2nd 6 Months		$0.86											
Second Year													
1st - 6 Months	50%	$31.06	$ 4.11	$ 5.38	$ 0.93	$ 18.91	$ 1.64	$ 0.18	$ 1.02	$ 0.49	$ 1.66	$ 34.32	$ 65.38
2nd - 6 Months	55%	$34.04	$ 4.52	$ 5.91	$ 0.93	$ 18.91	$ 1.64	$ 0.18	$ 1.02	$ 0.49	$ 1.77	$ 35.37	$ 69.41
(Deductions)													
Organizing Fund		$0.60											
Defense Fund		$0.41											
IA Working Assessment		$0.22											
LU Working Assessment			ON TOTAL HOURS WORKED										
1st 6 Months		$0.92											
2nd 6 Months		$0.97											
Third Year													
1st - 6 Months	60%	$37.03	$ 4.93	$ 6.45	$ 0.93	$ 18.91	$ 1.64	$ 0.18	$ 1.02	$ 0.49	$ 1.87	$ 36.42	$ 73.45
2nd - 6 Months	65%	$40.01	$ 5.34	$ 6.99	$ 0.93	$ 18.91	$ 1.64	$ 0.18	$ 1.02	$ 0.49	$ 1.98	$ 37.48	$ 77.49
(Deductions)													
Organizing Fund		$0.60											
Defense Fund		$0.41											
IA Working Assessment		$0.22											
LU Working Assessment			ON TOTAL HOURS WORKED										
1st 6 Months		$1.03											
2nd 6 Months		$1.08											
Fourth Year													
1st - 6 Months	70%	$43.00	$ 5.75	$ 7.53	$ 0.93	$ 18.91	$ 1.64	$ 0.18	$ 1.02	$ 0.49	$ 2.08	$ 38.53	$ 81.53
2nd - 6 Months	75%	$45.98	$ 6.17	$ 8.06	$ 0.93	$ 18.91	$ 1.64	$ 0.18	$ 1.02	$ 0.49	$ 2.19	$ 39.59	$ 85.57
(Deductions)													
Organizing Fund		$0.60											
Defense Fund		$0.41											
IA Working Assessment		$0.22											
LU Working Assessment			ON TOTAL HOURS WORKED										

12. The Department's failure to certify and publish the apprentice wage and relevant fringe benefit rates contained in the SMART 265 Prevailing CBA results in the publication of an incomplete and inaccurate prevailing wage determination for Sheetmetal Worker in the Affected Counties. The Department cannot accept the SMART 265 CBA for purposes of setting the journeyman Sheetmetal Worker rates while disregarding the apprentice Sheetmetal Worker rates expressly contained in that same prevailing SMART 265 CBA.

13. The Petitioners therefore object to IDOL's July 15, 2026 prevailing wage schedules to the extent they omit the apprentice Sheetmetal Worker rates established by the SMART 265 Prevailing CBA.

14. The Department should amend the applicable prevailing wage schedules to include the relevant SMART 265 CBA's apprentice Sheetmetal Worker wage and fringe benefit rates in the SMART 265 Affected Counties.

COUNT II
IDOL FAILED TO CERTIFY AND PUBLISH THE APPRENTICE RATES REQUIRED BY SECTIONS 4 AND 9 OF THE ACT

15. Petitioner Admiral Heating & Ventilating, Inc. ("Admiral") is an Illinois corporation and member of the Association.

16. Admiral is signatory to the area-wide collective bargaining agreement negotiated by and between SMACNA Greater Chicago and the International Association of Sheet Metal, Air, Rail and Transportation Local No. 73 of Chicago, Cook and Lake Counties, Illinois ("SMART 73 CBA") and is further bound to the terms of the SMART 73 CBA by virtue of their membership in the Association. A true and accurate copy of the SMART 73 CBA is attached as Exhibit C.

17. Admiral is engaged in construction work and employs workers under the established classification of Sheetmetal Worker on prevailing wage jobsites in Illinois. These workers are covered by the terms of the SMART 73 CBA and Admiral is contractually obligated to pay its employees who are performing work covered by the SMART 73 CBA the wages and fringe benefits described in the SMART 73 CBA.

18. The SMART 73 CBA covers work performed by workers in the mechanical industry in Cook and Lake Counties ("SMART 73 Affected Counties"). These workers are identified by the Trade Title Sheetmetal Worker in the prevailing wage and benefit rates posted by the Department in the SMART 73 Affected Counties.

19. The SMART 73 CBA identifies not only journeyman Sheetmetal Worker wage and benefit rates but also includes progressive apprentice Sheetmetal Worker wage and fringe benefit rates.

20. On or about July 15, 2026, the Department published annual prevailing wage schedules for the SMART 73 Affected Counties covered by the SMART 73 CBA. Those schedules include rates directly ascertainable from the CBA and the corresponding 2026 wage and fringe

benefit Rate Sheet attached as Exhibit D for the Trade Title Sheetmetal Worker ("SMART 73 Rate Sheet").

21. By publishing the SMART 73 CBA-derived Sheetmetal Worker wage and fringe benefit rates on or about July 15, 2026, IDOL necessarily determined that contractor members of the Association, which includes Westside, employ at least 30% of workers in the Sheetmetal Worker Trade Title in the SMART 73 Affected Counties, and therefore, in accordance with Sections 4 and 9 of the Act, the SMART 73 CBA contains the prevailing rate of wages and benefits for Trade Title Sheetmetal Worker in the SMART 73 Affected Counties ("SMART 73 Prevailing CBA").

22. Despite that determination, IDOL failed to certify and publish all of the rates established by the same SMART 73 Prevailing CBA. In particular, while IDOL published journeyman rates, IDOL failed to certify or publish the graduated apprentice Sheetmetal Worker wage rates and fringe benefit contributions expressly provided for in the SMART 73 CBA and the SMART 73 Rate Sheet.

23. Apprentice Sheetmetal Workers covered by the CBA participate in a Department of Labor-approved apprenticeship and training program. That program incorporates, and is administered consistent with, the graduated apprentice wage rates and fringe benefit contributions established by the SMART 73 CBA and the SMART 73 Rate Sheet.

24. The rates established pursuant to the SMART 73 CBA and SMART 73 Rate Sheet include the following progressive apprentice wage benchmarks and related fringe contributions:

APPRENTICE TAXABLE WAGE RATE -SCHEDULE C			APPRENTICE FRINGE BENEFITS							
			LOCAL PENSION	ANNUITY FUND	APPRENTICE TRAINING FUND	ITI NTF FUND	WELFARE FUND	INDUSTRY FUND	NATIONAL PENSION	LMCC
PROBATIONARY APPRENTICE										
	40%JS*	$21.92	$0.00	$0.00	$0.00	$0.00	$1.00	$0.00	$0.00	$0.00
	Time and One Half	$32.88								
	Double Time	$43.84								
07/01/26 -FIRST YEAR										
1ST – 6 Months	42.5%JS*	$23.29	$0.00	$0.00	$0.83	$0.22	$15.18	$0.44	$5.91	$0.38
	Time and One Half	$34.94								
	Double Time	$46.58								
2nd – 6 Months	45%JS*	$24.66	$0.00	$0.00	$0.83	$0.22	$15.18	$0.44	$5.91	$0.38
	Time and One Half	$36.99								
	Double	$49.32								
(Deductions)	Per Capita Tax	(0.22)								
***	Working Assessment		ON THE FIRST FORTY (40) TOTAL HOURS PER WEEK							
	1ST-6 Months	(0.69)								
	2nd 6 Months	(0.71)								
07/01/26 -SECOND YEAR										
1ST – 6 Months	50%JS*	$27.41	$0.00	$0.00	$1.25	$0.22	$16.81	$0.56	$5.91	$0.38
	Time and One Half	$41.12								
	Double Time	$54.82								
2nd – 6 Months	55%JS*	$30.15	$0.00	$0.00	$1.25	$0.22	$16.81	$0.56	$5.91	$0.38
	Time and One Half	$45.23								
	Double	$60.30								
(Deductions)	Per Capita Tax	(0.22)								
***	Working Assessment		ON THE FIRST FORTY (40) TOTAL HOURS PER WEEK							
	1ST-6 Months	(0.79)								
	2nd 6 Months	(0.83)								
07/01/26 – THIRD YEAR										
1ST – 6 Months	60%JS**	$34.11	$0.00	$8.42	$1.25	$0.22	$17.81	$0.56	$5.91	$0.38
	Time and One Half	$51.17								
	Double Time	$68.22								
2nd – 6 Months	65%JS**	$36.95	$0.00	$9.12	$1.25	$0.22	$17.81	$0.56	$5.91	$0.38
	Time and One Half	$55.43								
	Double	$73.90								
(Deductions)	Savings Plan									
	1st -6 Months	(0.90)								
	2nd – 6 Months	(0.98)								
	Organizing/Education	(0.54)								
	Per Capita Tax	(0.22)								
***	Working Assessment		ON THE FIRST FORTY (40) TOTAL HOURS PER WEEK							
	1ST-6 Months	(1.03)								
	2nd 6 Months	(1.08)								
07/01/26 – FOURTH YEAR										
1ST – 6 Months	70%JS**	$39.80	$0.00	$9.82	$1.25	$0.22	$17.81	$0.56	$5.91	$0.38
	Time and One Half	$59.70								
	Double Time	$79.60								
2nd – 6 Months	75%JS**	$42.64	$0.00	$10.52	$1.25	$0.22	$17.81	$0.56	$5.91	$0.38
	Time and One Half	$63.96								
	Double	$85.28								

25. The Department's failure to certify and publish the apprentice wage and relevant fringe benefit rates contained in the SMART 73 Prevailing CBA results in the publication of an incomplete and inaccurate prevailing wage determination for Sheetmetal Worker in the SMART 73 Affected Counties. The Department cannot accept the SMART 73 CBA for purposes of setting the journeyman Sheetmetal Worker rates while disregarding the apprentice Sheetmetal Worker rates expressly contained in that same SMART 73 Prevailing CBA.

26. The Petitioners therefore object to IDOL's July 15, 2026 prevailing wage schedules to the extent they omit the apprentice Sheetmetal Worker rates established by the SMART 73 Prevailing CBA.

27. The Department should amend the applicable prevailing wage schedules to include the relevant SMART 73 CBA's apprentice Sheetmetal Worker wage and fringe benefit rates in the SMART 73 Affected Counties.

COUNT III
REQUEST TO ESTABLISH NEW " SHEETMETAL WORKER APPRENTICE" TRADE TITLE

28. In the alternative, if IDOL contends that apprentice Sheetmetal Worker are not presently encompassed within the existing Sheetmetal Worker Trade Title, the Association, Westside and Admiral request that IDOL establish separate prevailing wage classifications for "Sheetmetal Worker Apprentice" in each SMART 73 and SMART 265 Affected County.

29. The appropriate apprentice classifications should track the SMART 73 and SMART 265 CBAs and SMART 73 and SMART 265 Rate Sheet benchmarks, including those detailed in Paragraphs 11 and 24 above.

30. The SMART 265 CBA and SMART 73 CBA's provide specific wage and fringe benefit benchmarks for each apprentice progression level. Those benchmarks should be used to establish the prevailing wage rates for the Apprentice Sheetmetal Worker Trade Title.

31. The creation of separate apprentice classifications is consistent with the Department's practice of recognizing distinct classification titles and progression levels where such distinctions are established by a prevailing CBA.

32. Because the Association and its member contractors, including the Company, satisfy the thirty percent (30%) standard under Section 4, the SMART 265 and SMART 73 CBA's apprentice rates should be deemed prevailing for the apprentice Sheetmetal Worker Trade Title in the SMART 73 and SMART 265 Affected Counties.

PRAYER FOR RELIEF & REQUEST FOR HEARING

33. The Petitioners request that the Department order and convene a hearing pursuant to Sections 4 and 9 of the Illinois Prevailing Wage Act.

34. At hearing, the Petitioners will present evidence establishing that the SMART 73 and SMART 265 CBAs are the Prevailing CBAs for the Sheetmetal Worker Trade Title in the SMART 73 and SMART 265 Affected Counties, that the Association and its member employers satisfy Section 4's thirty percent (30%) standard, and that the SMART 265 and SMART 73 CBAs contains binding apprentice wage and fringe benefit rates that should be certified and published by IDOL.

WHEREFORE, for the reasons set forth above, Petitioners respectfully request that the Department:

A. Accept these written objections as timely filed under Sections 4 and 9 of the Illinois Prevailing Wage Act;

B. Grant the Petitioners' request for hearing;

C. Determine that the SMART 265 and SMART 73 CBA's are the applicable prevailing collective bargaining agreement for the Sheetmetal Worker Trade Title in the SMART 73 and SMART 265 Affected Counties;

D. Determine that the apprentice Sheetmetal Worker wage rates and fringe benefit contributions established by the SMART 265 CBA and SMART Local 73 CBA are prevailing rates under Section 4 of the Act;

E. Amend the July 15, 2026 prevailing wage schedules to include the apprentice Sheetmetal Worker wage and fringe benefit rates established by the SMART 265 CBA and SMART 73 CBA in the SMART 73 and SMART 265 Affected Counties; and/or

F. Alternatively, establish and publish a separate "Sheetmetal Worker Apprentice" Trade Title using the graduated wage and fringe benefit structure set forth in the SMART 265 CBA and SMART 73 CBA and SMART 73 and SMART 265 Rate Sheet; and

G. Grant such other and further relief as the Department deems just and proper.

Dated: August 14, 2026

Respectfully submitted,
Sheet Metal and Air Conditioning Contractors' National Association of Greater Chicago
Westside Mechanical Group, Inc.
Admiral Heating & Ventilating, Inc.

By:

Christina K. Wernick

____

One of Their Attorneys

Christina K. Wernick
Laner Muchin, Ltd.
515 North State Street, Suite 2400
Chicago, Illinois 60654
Telephone: (312) 467-9800
Email: cwernick@lanerlaw.com

CERTIFICATE OF SERVICE

The undersigned hereby certifies that she caused the foregoing Written Objections and Request for Hearing Under Sections 4 and 9 of the Illinois Prevailing Wage Act to be served on this 14th day of August 2026 via U.S. mail and electronic mail upon the following:

Jane R. Flanagan
Director of Labor
Illinois Department of Labor
115 S. LaSalle Street, 37th Floor
Chicago, Illinois 60601
Jane.Flanagan@illinois.gov

Illinois Department of Labor
115 S. LaSalle Street, 37th Floor
Chicago, Illinois 60601

cc:
IDOL Hearings Department
Illinois Department of Labor
DOL.Hearings@illinois.gov

IDOL Prevailing Wage Act
Conciliation & Mediation
DOL.PWD@Illinois.gov

Christina K. Wernick

____
Christina K. Wernick

EXHIBIT A

AGREEMENT

between the

SHEET METAL, AIR, RAIL and TRANSPORTATION INTERNATIONAL ASSOCIATION LOCAL 265

of DuPage, Grundy, Iroquois, Kane, Kankakee, Kendall, Livingston, McHenry And Will Counties

Local No. 265

and

SMACNA GREATER CHICAGO

SEPTEMBER 01, 2020

TO

MAY 31, 2024

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Standard Form of Union Agreement Articles I thru XV

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AGREEMENT

Agreement entered into this 31st day of August 2020, by and between SMACNA Greater Chicago and each business establishment individually, whether represented by a contractor association or not, hereinafter referred to as the Employer, and Local Union No. 265 SMART, the International Association of Sheet Metal, Air, Rail and Transportation Workers hereinafter referred to as the Union for DuPage, Kane, Kendall, McHenry, Will, Grundy, Kankakee, Livingston, and Iroquois Counties.

ARTICLE I

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

ARTICLE II

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

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

ARTICLE III

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

ARTICLE IV

SECTION 1. The Union agrees to furnish upon request by the Employer duly qualified journeyperson, apprentice, and pre-apprentice 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. Complying with all federal, state and local equal employment opportunity (EEO) rules and regulations, the union and employer shall work diligently to recruit and hire qualified female, minority and disabled workers to diversify the workforce.

SECTION 2. The Union, SMACNA Greater Chicago and Employers signatory to this Agreement strongly encourage the Local Joint Apprenticeship and Training Committee Trustees to develop and make available anti-harassment training programs to be delivered to all employees in compliance with applicable federal, state or local ordinances.

ARTICLE V

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

SECTION 2. The Association hereby recognizes the Union as the Collective Bargaining Representative of all the employees covered by this Agreement. The non-member signatories who become parties to this Agreement do hereby likewise recognize the Union as the Collective Bargaining Representative of all employees of said Employer and as is covered by this Agreement. In as much as the Union has requested recognition from the Employer as the exclusive bargaining representative of the employees in the bargaining unit described herein under Section 9(a) of the National Labor Relation Act, and has submitted or offered to submit proof thereof in the form of signed and dated authorization cards, and the Employer is satisfied that the Union represents a majority of its employees in the bargaining unit described herein, the Employer hereby recognizes the Union as the exclusive collective bargaining representative of its employees on all present and future job sites within the jurisdiction of the Union, unless and until such time as the Union loses its status as the employees' exclusive representative as a result of an NLRB election requested by the employees. The Employer agrees that during the life of this agreement it will not request a NLRB election and expressly waives any right it may have to do so.

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

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

SECTION 5. The Employer agrees to deduct Union dues, assessment or service fees (excluding fines and initiation fees) from each week's pay of those employees who have authorized such deductions in writing, irrespective of whether they are Union members. Not later than the twentieth day of each month, the Employer shall remit to the designated financial officer of the Union the amount of deductions made for the prior month, together with a list of employees and their Social Security numbers for whom such deductions have been made.

ARTICLE VI

SECTION 1. The regular working day shall consist of eight and one-half hours (8 ½), with one-half (½) hour unpaid lunch period in the shop or on the job between six (6) a.m. and four-thirty (4:30) p.m. unless modified in local negotiations and the regular working week shall consist of five (5) consecutive eight (8) hour days' labor in the shop or on the job, beginning with Monday and ending with Friday of each week. However, with mutual consent of all affected members of a work crew, an earlier starting time may be established. There shall be no disciplinary action taken against any member that refuses to comply with the earlier starting time.

All full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. Except as otherwise provided pursuant to Section 4 of this Article, all work performed outside the regular working hours and performed during the regular work week, shall be at one and one-half (1½) times the regular rate. ***(See Addendums 1, 2, 3, & 17)***

Employees shall be at the shop or project site at scheduled starting time each day and shall remain until quitting time. ***(See Addendum 4)***

SECTION 2. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day or days locally observed as such, and Saturday and Sunday shall be recognized as holidays. All work performed on holidays shall be paid as follows: Two (2) times the regular rate of pay except Saturday shall be at one and one half (1½) times the regular rate for the first eight (8) hours. ***(See Addendum 24)***

SECTION 3. It is agreed that all work performed outside of regular working hours during the regular work week and on holidays shall be performed only upon prior approval from any officer or business representative, except for emergencies. Preference on overtime and holiday work shall be given to employees on the job on a rotation basis so as to equalize such work as nearly as possible.

SECTION 4. Shift work and the pay and conditions therefore shall be only as provided in written addenda attached to this Agreement. Energy conservation – Retrofit work performed outside the regular work day in occupied buildings shall be performed under shift work conditions to be established by the local parties or by the National Joint Adjustment Board on the request of either party, if not locally provided. ***(See Addendum 1, 2)***

ARTICLE VII

SECTION 1. When employed in a shop or on a job within the limits of Local 265, 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. ***(See Addendum 5)***

SECTION 2. When employed outside of the limits specified in Section 1 of this Article, and within the jurisdiction of the Union, employees shall provide transportation for themselves which will assure their arrival at the limits specified in Section 1 of this Article at regular starting time, and the Employer shall provide or pay for all additional transportation for such jobs, including transportation from such job back to the limits specified in Section 1 of this Article which will assure arrival at such limits at quitting time. If an alternative to the foregoing method is used, it will be provided in a written addendum attached hereto. If an Employer sends an employee to perform work outside of the territorial jurisdiction of the United States of America or Canada, travel pay and/or subsistence arrangements shall be negotiated locally. ***(See Addendum 5)***

ARTICLE VIII

SECTION 1. The minimum rate of wages for journeyperson sheet metal workers covered by this Agreement when employed in a shop or on a jobsite within the jurisdiction of the Union to perform any work specified in Article I of this Agreement shall be $______per hour, except as hereinafter specified in Section 2 of this Article. ***(See Addendums 9 and 14)***

SECTION 2. On all work specified in Article I of this Agreement, fabricated and/or assembled by journeyperson, apprentices, and/or pre-apprentice sheet metal workers within the jurisdiction of this Union, or elsewhere, for erection and/or installation within the jurisdiction of any other collective bargaining areas or Local Union affiliated with SMART, the International Association of Sheet Metal, Air, Rail and Transportation Workers whose established wage scale is higher than the wage scale specified in this Agreement, the higher wage scale of the jobsite Union shall be paid to the employees employed on such work in the home shop or sent to the jobsite.

SECTION 3. The provisions of Section 2 of this Article, Section 2 of Article II and Section 1 of Article III shall not be applicable to the manufacture for sale to the trade or purchase of the following items:

1. Ventilators
2. Louvers
3. Automatic and fire dampers

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

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

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

SECTION 6. When the Employer has any work specified in Article I of this Agreement to be performed outside of the area covered by this Agreement and within the area covered by another Agreement with another local Union affiliated with SMART, the International Association of Sheet Metal, Air, Rail and Transportation Workers and qualified sheet metal workers are available in such area, the Employer may send no more than two (2) sheet metal workers per job into such area to perform any work which the Employer deems necessary, both of whom shall be from the Employer's home jurisdiction. All additional sheet metal workers shall come from the area in which the work is to be performed. Journeyperson sheet metal workers covered by this Agreement who are sent outside 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 SMART, 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 Section 2, 5, and 6 of this Article VIII, the term "wage scale" shall include the value of all applicable hourly contractual benefits in addition to the hourly wage rate provided in said Sections.

SECTION 8. Welfare benefit contributions shall not be duplicated. When sheet metal workers are employed temporarily outside the jurisdiction of their home local union, the parties signatory to this Agreement agree to arrange through the Health and Welfare Trust Fund to transmit health and welfare contributions made on behalf of the employee to the Health and Welfare Trust Fund in the employee's home local union. The parties to this Agreement agree to establish a system for continuing health and welfare coverage for employees working temporarily outside the jurisdiction of the local collective bargaining Agreement when health and welfare contributions are transmitted on their behalf by trust funds from other areas. When sheet metal workers are temporarily employed outside the jurisdiction of their home local union, the parties signatory to this Agreement shall arrange to transmit any 401(k) contributions required to be made to a 401(k) plan where the work is performed to a 401(k) plan established for the employee's home local union, and/or to the National Supplemental Savings Fund. This obligation is conditioned upon a suitable reciprocity arrangement being agreed to by the trustees of such plans.

SECTION 9. Wages at the established rates specified herein shall be paid once each week in the shop or on the job at or before quitting time on the same day of each week, and no more than two (2) days' pay may be withheld. Alternative payroll procedures, i.e., electronic and/or automatic deposit may be negotiated locally. However, employees when discharged shall be paid in full. In the event layoff is not payoff, or pay is held more than 2 days', respective to the last hour worked, a daily penalty of 10% of the sum of 8 hours x Building Trades Base Wage, shall be paid to the effected member(s).

SECTION 10. Journeyperson, apprentice, and pre-apprentice 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) journeyperson sheet metal worker who is not a member of the firm on all work specified in Article I of this Agreement. However, it will be permissible for an owner-member to be the journeyperson sheet metal worker.

SECTION 12(a). Contributions provided for in Section 12(b) of this Article will be used to promote programs of industry education, training, negotiation and administration of collective bargaining agreements, research and promotion, such programs serving to expand the market for the services of the Sheet Metal Industry, improve the technical and business skills of Employers, stabilize and improve Employer-Union relations, and promote, support and improve the employment opportunities for employees. No part of any such payments, however, shall be used for any other purpose except as expressly specified above. ***(See Addendum 22)***

(b) The Employer shall pay the Sheet Metal and Air Conditioning Contractors' National Industry Fund of the United States (IFUS) twelve cents ($0.12) per hour for each hour worked on and after the effective date of this Agreement by each employee of the Employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted to IFUS, 4201 LaFayette Center Drive, Chantilly, Virginia, 20151-1209, or for the purpose of transmittal, through SMART Local 265. ***(See Addendum 14)***

(c) The IFUS shall submit to SMART, the International Association of Sheet Metal, Air, Rail and Transportation Workers not less often than semi-annually, written reports describing accurately and in reasonable detail the nature of activities in which it is engaged or which it supports, directly or indirectly, with any of its funds. One time per year, the IFUS shall include in such written report a financial statement attested to by a certified public accountant containing its balance sheet and detailed statement of annual receipts and disbursements. Further specific detailed information in regard to IFUS activities or its receipts and/or expenditures shall be furnished to SMART, the International Association of Sheet Metal, Air, Rail and Transportation Workers upon written request.

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

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

(b) The Employer shall pay to the (the local industry fund), ***(See Addendum 14)*** ______cents ($0.) per hour for each hour worked on or after the effective date of this Agreement by each employee of the Employer covered by this Agreement. Payment shall be made monthly on or before the 20th day of the succeeding month.

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

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

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

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

SECTION 15. Effective as of the date of this Agreement the Employers will contribute to the International Training Institute for the Sheet Metal and Air Conditioning Industry (ITI) eighteen cents ($0.18) 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 ITI, or for purposes of collection and transmittal through SMART Local No. 265. ***(See Addendum 14)*** Effective as of the date of this Agreement, the Employers will contribute to the Sheet Metal Occupational Health Institute Trust (Institute) 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 Institute, or for purposes of collection and transmittal through SMART Local 265. ***(See Addendum 14)***

The parties agree to be bound by the separate Agreements and Declarations of Trusts establishing the International Training Institute for the Sheet Metal and Air Conditioning Industry, the National Energy Management Institute Committee, the Sheet Metal Occupational Health Institute Trust, and the Industry Fund of the United States and the separate agreements and declarations of trusts of all other local and 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 agreements.

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. ***(See Addendum 14)***

SECTION 16. In the event that the Employer becomes delinquent in making contributions to any national or local Fund, the Union may withdraw all employees from the service of the Employer within five (5) days' notice of such delinquency by the trustees. The withdrawal of such employees from the service of the Employer shall not constitute a violation of any provision of this Agreement.

SECTION 17(a). All Employers, whether represented by a contractor association or not, which perform any work specified in Article I of this Agreement within the area covered by this Agreement shall comply with any bonding provisions governing local Funds that may be negotiated by the local parties and set forth as a written Addendum to this Agreement. The Employer shall likewise comply with bonding requirements established by the Trustees of the National Funds. ***(See Addendum 13)***

(b) When an Employer is performing any work specified in Article I of this Agreement outside of the area covered by this Agreement, and within the area covered by another Agreement with a local union affiliated with SMART, the International Association of Sheet Metal, Air, Rail and Transportation Workers the Employer shall comply with uniformly applied bonding requirements of that local area that are reasonable and necessary to ensure the timely payment of any contribution that may be required to local and national Funds, but in no event shall such bonds be in excess of three (3) months estimated contributions to local and national Funds.

(c) An Employer that has been delinquent in making contributions to any national or local fund shall, upon written notification of the trustees or local union, make the specified payment to such fund at weekly intervals. Such obligation shall continue until the Employer has not been delinquent in making contributions for a period of two consecutive months.

SECTION 18(a). The rate of employer contribution to the Supplemental Retirement Savings Plan (SRSP) shall be paid based upon all hours worked in accordance with the amounts shown on the current Wage and Fringe Benefit contribution schedule. The employer shall be liable for the payment of monthly contributions set forth above to the SRSP, the employer in no way guarantees payment of the benefits established by the SRSP nor does the employer guarantee the solvency of the SRSP.

(b) Effective September 1, 2020 and subject to the Trustees of the SMART Local 265 Supplement Retirement Savings Fund("Fund") amending the Fund to include a 401(k) component to permit employee elective deferrals to the Plan, the employers agree to deduct from employees' wages 401(k) contributions that have been authorized in writing by the employee and to timely remit those employee contributions to the Fund. Such contributions are to be remitted to the Fund in accordance with applicable IRS guidance and/or Plan policies and/or Plan provisions. Failure to withhold and remit authorized contributions may result in contribution assessments to the employer and/or ceasing employment of affected employees. The employer's failure to remit salary deferrals in accordance with applicable IRS guidelines may result in excise taxes assessed against the employer by the IRS. The determination of such taxes and preparation of related filings is the responsibly of the employer. It is the intention of the parties that the Fund preserve its Safe Harbor status and that, employer contributions made to the Fund pursuant to this agreement will not be less than 3% of the employees' wages (or such other percentage set by the Internal Revenue Code). It is agreed that employees will not be permitted to defer contributions that exceed the maximum annual amounts set forth in the Internal Revenue Code. The Trustees of the Fund have sole power and authority to administer the Plan, including the 401(k) component, and to construe and interpret the terms of the Plan, including the terms regarding the 401(k) component.

ARTICLE IX

SECTION 1. Journeyperson, apprentice and pre-apprentice sheet metal workers covered by this Agreement shall at minimum provide for themselves all necessary hand tools. The Union and the Employer shall establish a standardized tool list, which shall be set forth as a written addendum attached hereto. ***(See Addendum 8)*** Employees shall not be required as a condition of employment to furnish any tools beyond those listed in addendum 8.

SECTION 2. Journeyperson, apprentice and pre-apprentice 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 workers, 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.

SECTION 3. Journeyperson, apprentice and pre-apprentice sheet metal workers covered by this Agreement shall not use cell phones, PDA's, tablets or other electronic communication devices for personal business on paid time except in the case of an emergency. Employees shall not use personal electronic devices for business use.

ARTICLE X

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

SECTION 1. Grievances of the Employer or the Union arising out of interpretation or enforcement of this Agreement, shall be settled between the Employer directly involved and the duly authorized representative of the Union, if possible.

Both parties may participate in conferences through representatives of their choice. The local Employers' Association or the Local Union, on its own initiative, may submit grievances for determination by the Board as provided in this Section. The grievance procedure set forth in this Article applies only to labor-management disputes.

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

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

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

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

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

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

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

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

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

National Joint Adjustment Board,

P.O. Box 220956 Chantilly, VA 20153- 0956 or 4201 Lafayette Center Drive, Chantilly, VA 20151-1209

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

Any party that unsuccessfully challenges the validity of an award in a legal proceeding shall also be liable for the costs and attorney's fees of the opposing parties in the legal proceedings.

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

SECTION 8. In addition to the settlement of grievances arising out of interpretation or enforcement of this Agreement as set forth in the preceding sections of this Article, any controversy or dispute arising out of the failure of the parties to negotiate a renewal of this Agreement shall be settled as hereinafter provided. 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 procedures 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(s), or both, notice to that effect shall be given to the National Joint Adjustment Board.

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

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

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

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

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

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

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

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

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

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

ARTICLE XI

SECTION 1. All duly qualified apprentices shall be under the supervision and control of a Joint Apprenticeship and Training Committee composed of an equal number of trustees; one- half (½) by Employer, one-half (½) by Union. There shall be a minimum of 4 trustees. Said Joint Apprenticeship and Training Committee shall formulate and make operative such rules and regulations as they may deem necessary and which do not conflict with the specific terms of this Agreement, to govern eligibility, registration, education, transfer, wages, hours, working conditions of duly qualified apprentices and the operation of an adequate apprenticeship system to meet the needs and requirements of the trade. Said rules and regulations when formulated and adopted by the parties hereto shall be recognized as part of this Agreement.

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

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

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

SECTION 4. It is hereby agreed that the Employer shall apply to the Joint Apprenticeship and Training Committee and the Joint Apprenticeship and Training Committee shall grant apprentices on the basis of one (1) apprentice for each three (3) journeyperson regularly employed throughout the year. Provided, however, an Employer will not be entitled to a new apprentice if the Employer has an apprentice on layoff for lack of work.

SECTION 5. Each apprentice shall serve an apprenticeship of four (4) years and such apprentices shall not be in charge of work on any job and shall work under the supervision of a journeyperson until apprenticeship terms have been completed and they have qualified as journeyperson.

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

Year	First half	Second half
1st	40%	45%
2nd	50%	55%
3rd	60%	65%
4th	70%	75%
5th**	80%	85%

***As of September 1, 2021, there will no longer be a 5th year in the apprenticeship. Tiers 1st through 4th shall remain unchanged.*

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. ***(See Addendum 9)***

SECTION 7. Youth to Youth - The Union and SMACNA Greater Chicago agree to meet and develop a more detailed plan to implement the Youth to Youth program during the length of this agreement.

SECTION 8. The parties agree that concentrated apprenticeship training is preferable to night schooling. The parties recognize that previous experience in the industry can be considered when evaluating and placing sheet metal workers into the apprenticeship program and the JATC shall work cooperatively with the parties in establishing standards for placing employees into the program. The parties shall also address the need to provide continuity in health care for those workers entering the program with prior experience in the industry.

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

ARTICLE XII

SECTION 1. It is hereby agreed that the Employer may apply to the Joint Apprenticeship and Training Committee and the Joint Apprenticeship and Training Committee shall grant Pre-apprentices based on Addendum 21. Any apprentice of the Employer on layoff at the effective date of this Agreement must be rehired before said Employer is entitled to any pre-apprentice. Thereafter, the same conditions and ratios shall apply. ***(See Addendum 20)***

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

Pre-apprentices shall be enrolled as applicants for future openings in the apprenticeship program. The Joint Apprenticeship and Training Committee shall evaluate the qualifications of pre-apprentices for such openings during the first year of employment. No pre-apprentice shall be retained beyond one (1) year unless the pre-apprentice has been found to be qualified as an applicant. ***(See Addendum 20)*** The wage scale for pre-apprentices shall be a minimum of thirty percent (30%) of the wage rate of journeyperson sheet metal workers. Health and welfare coverage shall be arranged on behalf of the pre-apprentices by the parties. ***(See Addendum 20)***

National Pension contributions will be paid on all hours worked beginning with the first payroll period after ninety (90) days in the amount of five percent (5%) of the journeyperson pension fund contribution, to the next whole cent, or a minimum of thirty two cents ($0.32) per hour, whichever is greater for each hour worked on or after the effective date of this Agreement to the Sheet Metal Workers' National Pension Fund. The parties shall make all necessary arrangements so that any pre-apprentice being reclassified shall experience no break in benefits coverage. ***(See Addendum 20)***

ARTICLE XIII

SECTION 1. SMACNA Greater Chicago and SMART L.U. 265 are committed to promoting productive and cooperative Labor-Management relations. In furtherance of this goal, the local Employers' association and local Union agree to establish a Labor-Management Committee (LMCC) which shall meet on a regular basis, but not less often than quarterly, to discuss industry issues of mutual concern. Such committees will strive to improve communications, understand and respond to industry direction and trends, and resolve common issues collaboratively. ***(See Addendum 6)***

SECTION 2. Under the LMCC established in Article XIII, Section 1, the parties agree to establish a subdivision which shall be known as the Self-Funded Bond Program. This program will be funded in part by collectively bargained contributions to the LMCC established under Article XIII, Section 1 and set forth as a written Addendum to this Agreement and in part by an annual renewal fee of $250 to be charged to Employers endorsed under the Self-Funded Bond Program. ***(See Addendum 6)***

ARTICLE XIV

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

ARTICLE XV

SECTION 1. This Agreement and Addenda Numbers 1 through 26 attached hereto shall become effective on the 1st day of September 2020, and remain in full force and effect until the 1st day of June, 2024, and shall continue in force from year to year thereafter unless written notice of reopening is given not less than ninety (90) days prior to the expiration date. In the event such notice of reopening is served, this Agreement shall continue in force and effect until conferences relating thereto have been terminated by either party by written notice, provided, however, that, if this Agreement contains Article X, Section 8, it shall continue in full force and effect until modified by order of the National Joint Adjustment Board or until procedures under Article X, Section 8 have been otherwise completed.

SECTION 2. If pursuant to federal or state law, any provision of this Agreement shall be found by a court of competent jurisdiction to be void or unenforceable, all of the other provisions of this Agreement shall remain in 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 provisions of this Article, or any other Article of this Agreement, whenever an amendment to the Standard Form of Union Agreement shall be adopted by the sponsoring National Associations, any party to this Agreement, upon the service of notice to all other parties hereto, shall have this Agreement reopened thirty (30) days thereafter, for the sole and only purpose of attempting to negotiate such amendment or amendments into this Agreement for the duration of the term hereof. There shall be no strike or lockout over this issue.

SECTION 4. Each Employer hereby waives any right it may have to repudiate this Agreement during the term of this Agreement, or during the term of any extension, modification or amendment to this Agreement.

SECTION 5. By execution of this Agreement, the Employer authorizes SMACNA Greater Chicago 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 multiemployer bargaining unit represented by said Association unless this authorization is withdrawn by written notice to the Association and the Union at least one hundred-fifty (150) days prior to the then current expiration date of this Agreement.

In witness whereof, the parties hereto affix their signatures and seal this 31st Day of August 2020.

THIS STANDARD FORM OF UNION AGREEMENT HAS PROVIDED FOR THE INCLUSION OF PRE-APPRENTICES AND A REDUCTION OF THE WAGE SCHEDULE FOR NEW APPRENTICES. THE PURPOSE OF THIS IS TO MAKE CONTRACTORS MORE COMPETITIVE WITH NON-UNION COMPETITION. TO ACHIEVE THAT OBJECTIVE, EMPLOYERS AGREE TO MINIMIZE MULTIPLE MARKUPS. ***(See Addendum 20)***

Addenda to Standard Form of Union Agreement (Form A – 08-11)

All following addenda shall apply to the Agreement effective the 1st day of September, 2020 and continuing until the 1st day of June, 2024, by and between SMACNA Greater Chicago, hereinafter referred to as the Employer and Local Union No. 265 of SMART, the International Association of Sheet Metal, Air, Rail and Transportation Workers, hereinafter referred to as the Union for DuPage, Kane, Kendall, McHenry, Grundy, Iroquois, Kankakee, Livingston and Will Counties.

ADDENDUM No 1 – SHIFT WORK

(ref. Article VI, Sections 1, 2 and 4)

The regular working day (first shift) shall consist of eight and one-half (8 ½) hours, with one-half (½) hour unpaid lunch period, in the shop or on the job between six (6) a.m. and four-thirty (4:30) p.m. However, with mutual consent of all affected members of a work crew, an earlier starting time may be established. There shall be no disciplinary action taken against any member that refuses to comply with the earlier starting time.

Prior to establishing a second or third shift, the Union must be notified by the Employer regarding the use of the shift work. A minimum of three (3) consecutive days must be worked to establish shift work. The second shift shall be eight (8) continuous hours with a starting time between 3:00 P.M. and 8:00 P.M. and shall be paid at a base wage plus ten percent (10%), with a one-half (½) hour paid lunch period.

The third shift shall be eight (8) continuous hours with a starting time after 8:01 P.M. and shall be paid at a base wage plus fifteen percent (15%), with a one-half (½) hour paid lunch period.

All work performed in addition to the eight (8) hour shift, shall be paid for at one and one-half (1½) times the shift rate, except for work performed on Saturday after eight (8) hours of work, and Sunday and holidays designated in this Agreement, which shall be paid for at two (2) times the shift rate.

The previous language notwithstanding, a shift, once begun, shall finish at the same rate of pay that it started at. Furthermore, it shall not be necessary to have a first shift in order to have a second shift and it shall not be necessary to have a first and second shift in order to have a third shift.

ADDENDUM No. 2

(ref. Article VI Section 1&2)

When the job warrants and upon approval of the Business Manager, a work week of four (4), 10-hour days as opposed to five (5), 8-hour days may be worked, if all employees involved with such jobs agree to work a four (4) day, 10-hour day shift. There shall be no disciplinary action taken against any member that refuses to work a four (4) day, 10-hour day shift.

ADDENDUM No. 3

Roofing Work – Saturday Make-Up Day

(ref. Article VI Section 1 & MOU)

When a previous day of the week is canceled due to inclement weather and when working in conjunction with a Roofing Contracting Company on a roofing job site, and when Saturday work is required, a premium rate of scale plus One Dollar Fifty Cents ($1.50) per hour, up to forty (40) hours for the work week, Monday through Saturday, shall be paid. One and one-half (1½) times the regular rate shall be paid thereafter. Work in excess of eight (8) hours on Saturday, shall be paid at two (2) times the regular rate. There shall be no disciplinary action taken against any employee that refuses to work on Saturdays.

This Addendum does not apply to roof decking work.

ADDENDUM No. 4

(ref. Article VI Section 1)

Employees shall be at their designated work area, prepared to start work at the scheduled starting time each day and shall remain until quitting time.

ADDENDUM No. 5

(ref. Article VII Section 1&2)

Travel Clause - When working in Cook and Lake Counties of Illinois, two travel zones will be created. The dividing line for the two zones will be Route #94 from the Wisconsin border, down to the intersection of Route #94 and Cicero Ave. (Route #50), Cicero Avenue south to 147th Street/Route #83 and Route #83 east to the Indiana border. The area to the west of the dividing line will be Zone 1, the area to the east of the dividing line will be Zone 2.

When traveling in an employee's vehicle: Zone 1 will carry a $3.50 per diem; Zone 2 will carry a $7.00 per diem. When working in downtown Chicago and when transportation of tools is necessary, first and last day parking will be included. For collar counties surrounding Local #265's jurisdiction to the west, south and north, the current IRS standard for mileage will be paid when driving an employee's vehicle. In all cases, when traveling in an Employer's vehicle, no travel compensation will be provided. All employees will be required to be on the job site at starting time and remain until quitting time, (except when required to report directly to the shop at the start of the workday).

ADDENDUM No. 6 – LMCC

(ref. Article XIII Section 1&2)

LMCC - Create a Labor Management Cooperative Committee, according to the regulations established in the Federal Labor Relations Act, to promote the interests of the unionized sheet metal industry. Established on June 1, 1997, SMART Local 265 allocated monies from their hourly wage and benefit package to the LMCC. All Employers, whether represented by a contractor association or not, which perform any work specified in Article I of this Agreement within the area covered by this Agreement shall contribute to LMCC at the rate negotiated. ***(See Addendum 9)***

The parties agree that the total amount of the LMCC contributions will be allocated at the sole discretion of the LMCC trustees to any of the following: LMCC General Fund, Scholarship Fund, Self-Funded Bond Program, Rebate Program(s), Marketing Program, Random Drug Testing Program, or any other Program created by the LMCC Trustees.

After June 1,1997, if either party elects to withdraw from the LMCC, the LMCC will subsequently be dissolved. Remaining monies will revert back to contributing parties.

(a) SELF-FUNDED BOND PROGRAM - The Self-Funded Bond Program is created in furtherance of promoting the interests of the unionized sheet metal industry. Initial funding for the Self-Funded

Bond Program will be provided by SMART Local 265 in the amount of $500,000.00 as evidenced by promissory note, adequately secured, and bearing a reasonable rate of interest.

All Employers with their principal place of business within the territorial jurisdiction of this Agreement that have submitted the "Rider-A Application and Indemnity Agreement For Wage and Fringe Benefit Bond" and have been approved, shall be endorsed under the Self-Funded Bond Program and shall be assessed an annual renewal fee for the period of coverage determined by the LMCC, as administrator to the Self-Funded Bond Program.

Employers with their principal place of business not within the territorial jurisdiction of this Agreement but performing work specified in Article I of this Agreement within the area covered by this Agreement are required to comply with the bonding provisions set forth in Addendum No. 14.

ADDENDUM No. 7 – STEWARDS

Stewards on job sites and in the shop, are appointed by the Union. The Steward shall be given a reasonable time during work hours to perform his/her duties as Steward. The Steward shall not be discharged or replaced, except for termination of the work at the job site or for sufficient reason. In the event the Steward is discharged for reason; prior notification shall be given to the Union. No Foreman or General Foreman shall be a Steward.

The Labor Management Cooperative Committee (LMCC) Trustees are comprised of 5 Labor Trustees and 5 Management Trustees. With unanimous approval of the LMCC the Union may assign a Steward to a company at large.

ADDENDUM No. 8 – TOOL LIST

(ref. Article IX)

Journeyperson and apprentice sheet metal workers covered by this Agreement shall provide for themselves:

Pipe Crimpers	Slotted Screwdriver	Chalk Line
Scratch Awl	Phillips Head Screwdriver	Drift Pin
Whitney Hand Punch w/Dies	Hand Seamer-Folders	Pry Bar (Wonder Bar type) or Claw Hammer
"Bull" Snips	Dividers – 10"	Channel Locks
Right Cut Snips	Vice Grips	Panduit Gun
Left Cut Snips	Allen Wrench Set	6" Circumference Tape
25' Rule	Cold Chisel	Tool Container
Combination Square	Crescent Wrench	Center Punch
Torpedo Level	Side Cutter for Wire	12" Drive Turner
Tinner's Hammer	Pop Riveter – 1/8"	Dolly
Utility Knife	Plumb Bob	Scriber

Service technicians, journeyperson and service apprentices covered by this Agreement shall provide for themselves the following tools:

Scratch Awl	Phillips Head Screwdriver	Refrigeration Wrench
Channel Locks	Allen Wrench Set	Crescent Wrench
Right Cut Snips	Nut Drivers 3/16",1/4", 5/16", 3/8", 11/32",7/16",1/2"	Valve Core Removal Tool
Left Cut Snips	Wire Stripper/Crimper	Needle Nose Pliers
25' Tape	Lineman's Pliers	Fuse Pullers
Torpedo Level	Hacksaw Frame	Thermostat Screwdriver
Slotted Screwdriver	Tool Container	Razor Knife
Side Cutters		

ADDENDUM No. 9 – WAGES

(ref. Article VIII Section 1 & Article XI Section 6)

This Agreement includes wage increases for the next year of the following: Effective dates 09/01/2020 – $2.67 wage and benefit increase.

A & C Members

Base Wage **	$50.33
Local Pension	$7.84
Supp. Retirement Savings Fund	$9.75
National Pension	$0.87
Health & Welfare	$11.00
Local	$1.11
National	$0.18
Education Fund	$1.29
LMCC	$1.06
SMACNA G.C.	$0.40
Industry Fund	$1.46
SASMI	$2.39
Total Package	**$84.93**

B Members

Base Wage **	$48.35
Local Pension	$0.00
Supp. Retirement Savings Fund	$9.75
National Pension	$10.69
Health & Welfare	$11.00
Local	$1.11
National	$0.18
Education Fund	$1.29
LMCC	$1.06
SMACNA G.C.	$0.40
Industry Fund	$1.46
SASMI	$2.39
Total Package	**$84.93**

The following classifications shall be paid over scale based on the listed percentage times the current journeyperson Base Rate.

Foreman Rate of Pay: 5%, General Foreman Rate of Pay: 8%, Superintendent Rate of Pay: 9%

**This allocation includes a $0.50 per hour deduction for Organization Fund; a $0.31 per hour deduction for the Defense Fund, and a $0.19 per hour deduction for IA Working Assessment, for a total deduction of $1.00 plus 2.25% LU Working Assessment is applied to gross wages for hours worked and then remitted to SMART L.U. 265.

This Collective Bargaining Agreement also includes:

September 1, 2020- $2.67 ($0.02 allocated to the Industry Fund)

June 1, 2021- $2.62 ($0.02 allocated to the Industry Fund)

June 1, 2022- $2.72 ($0.02 allocated to the Industry Fund)

June 1 2023- $2.77 ($0.02 allocated to the Industry Fund)

After taxes have been deducted from the base wages, one dollar and twenty-two cents ($1.00 plus 2.25% Working Assessment) will be remitted with the balance of the fringe benefits to L.U. 265. The remaining seventy-two cents ($0.50) plus 2.25% Working Assessment shall be deducted in compliance with the requirements of Section 302(c)(4) of the Labor Management Relations Act of 1947, as amended, and shall be used by the Union for the purpose of organizing and general administrative activity.

Journeyperson and Apprentice Base Wage Rates

Wage rates are computed using the collectively bargained base wage, minus the one dollar ($1.00) for Defense/Local 265 Organizing Fund/I.A. Assessment contributions. One dollar ($1.00) is then re-added to arrive at the taxable wage. The 2.25% LU Working Assessment is applied to gross wages for hours worked and then remitted to SMART L.U. 265 (see applicable wage sheets).

The graduated wage scale for apprentices is established on the following percentage basis of the base wage rate of journeyperson sheet metal workers:

Year	First half	Second half
1st	40%	45%
2nd	50%	55%
3rd	60%	65%
4th	70%	75%
5th**	80%	85%

NOTE - All fringe benefits apply to apprentices ***(See Addendum 19, Sec. 2 & 3).***

***As of September 1, 2021, there will no longer be a 5th year in the apprenticeship. Tiers 1st through 4th shall remain unchanged.*

The Employer shall make contributions for each employee covered by this Agreement to SASMI Trust Fund equal to three percent (3%) of the established journeyperson base wage, any local or national fringe benefit fund and other fringe benefit account including, but not limited to, Pension, Health and Welfare, Annuity and other similar or related funds or plans.

ADDENDUM No. 10

FOREMEN, GENERAL FOREMEN AND SUPERINTENDENTS

(ref. Article IV Section 1)

Beginning on June 1, 2017 and continuing through the life of this agreement, Sheet Metal Workers' Foremen, shall receive an additional two dollars and fifty-two cents ($2.52) **(5% x journeyperson base wage)** per hour, General Foremen shall receive four dollars and three cents ($4.03) **(8% x journeyperson base wage)** per hour, and Superintendents shall receive four dollars and fifty-three cents ($4.53) **(9% x journeyperson base wage)** per hour over the journeyperson scale. The actual dollar amount shall reflect the current journeyperson base rate multiplied by the appropriate percentage.

A journeyperson sheet metal worker Foreman shall be required for every job site that requires six (6) or more journeyperson. One of these six (6) shall be Foreman. There shall be a second journeyperson sheet metal Foreman on the job when twelve (12) journeyperson are employed. (1 of 6, 2 of 12, 3 of 18, etc.). One of the first three Foremen shall be designated as General Foreman and there shall be no more than one (1) General Foreman on any one job. It is understood that the schedule of hiring General Foremen and Foremen applies to the job site only. A journeyperson Sheet Metal Workers Superintendent shall be required for every shop that requires 35 or more journeyperson.

ADDENDUM No. 11

UNEMPLOYMENT COMPENSATION

Any Employer who is signatory to this Agreement and who employs one or more employees, shall be required to be covered by and contribute to the Unemployment Compensation Fund of the State of Illinois, and provide the registration number assigned to them by the Illinois Department of Labor under the provisions of the Unemployment Compensation Act.

ADDENDUM No. 12

WORKERS' COMPENSATION AND PUBLIC LIABILITY

The Employer agrees to provide a Certificate of Insurance covering Public Liability and Workers' Compensation Insurance.

ADDENDUM No. 13 - SURETY BOND

(ref. Article VIII Section 17a)

Every Employer with its principal place of business within the territorial jurisdiction of this Agreement and performing work specified in Article I of this Agreement within the area covered under this Agreement shall be endorsed under the Self-Funded Bond Program upon submission and acceptance of the "Rider-A Application and Indemnity Agreement for Wage and Fringe Benefit Bond".

Every Employer whose principal place of business is not within the territorial jurisdiction of this Agreement, but performing work specified in Article I of this Agreement within the area covered under this Agreement shall be required to furnish an acceptable surety bond, or an irrevocable bank letter of credit, or a certificate of deposit from an accredited financial institution in favor of SMART, Local 265 conditioned on the payment of wages and all fringe benefits. The amount of said surety bond, or irrevocable bank letter of credit, or certificate of deposit shall be in the amount of $8,000 per employee.

Any Employer whose principal place of business is not within the territorial jurisdiction of this Agreement, but performing work specified in Article I of this Agreement within the area covered under this Agreement who permits his account with the respective Funds to become thirty (30) days delinquent, shall be advised by the Union, in writing, sent via Certified Mail, that unless such delinquency is cleared within seven (7) days, the contractor's employees shall be removed and steps will be taken to call in the bond.

Every Employer who is performing work specified in Article I of this Agreement within the area covered under this Agreement shall be required to furnish hire notification to the Union. This notification shall be done through our secure web-based portal.

The Union agrees to enforce this contribution compliance portion of the Agreement diligently and without discrimination between Employers.

ADDENDUM No. 14 - FRINGE BENEFITS

(ref. Article VIII Section 1, 12b, 13b & 15)

All Employers will submit benefit remittance and contributions monthly to SMART Local 265 as well as the National Benefit Funds. These contributions are due by the twentieth (20th) day of each month, for all of a Covered Employee's Hours of Work in the preceding month; unless otherwise agreed, such contributions and remittance data shall be transmitted electronically via the National Benefit Funds' secure online Internet Payment System, accessible at www.smwnbf.org (IPS Support Team can be reached via email: ips@smwnbf.org or by calling 800-231-4622). Should the Plan fail to receive the requisite contributions by the due date, the Employer will be delinquent and will be subject to all damages, interest and other charges applicable under the respective Trust Documents and federal law.

As of June 1, 2017, the vast majority of contractors already follow this procedure. However, this will be a new process for some. In consideration, there will be a 3-month grace period to support the learning curve of this process. The grace period shall end on

September 1, 2017.

Welfare Fund - The Employer shall pay into SMART, L.U. 265 Welfare Fund, as provided for in Addendum No. 9, for each hour worked for each sheet metal worker journeyperson, apprentice, applicant, pre-apprentice and owner/member***.

National Pension Fund - The Employer shall pay into SMART, National Pension Fund as provided for in Addendum No. 9 for each hour worked for each sheet metal worker journeyperson, apprentice, pre-apprentice, applicant and owner/member***. ***(See Addendum 20)***

Local Pension Fund - The Employer shall pay into SMART, L.U. 265 Pension Fund, as provided for in Addendum No. 9, for each hour worked for each sheet metal worker journeyperson, apprentice and applicant***.

National Training - The Employer shall pay into the International Training Institute Fund direct, the sum of twelve cents ($0.12) per hour for each hour worked for each sheet metal worker journeyperson, apprentice and pre-apprentice and pre-apprentice members ***.

NEMI Fund - The Employer shall pay into The National Energy Management Institute Fund through the ITI, the sum of three cents ($0.03) per hour for each hour worked for each sheet metal worker journeyperson, apprentice and pre-apprentice and pre-apprentice members ***.

SMART Scholarship Fund - The Employer shall pay into SMART, the International Association of Sheet Metal, Air, Rail and Transportation Workers Scholarship Fund the sum of one cent ($0.01) per hour for each hour worked for each sheet metal worker journeyperson, apprentice and pre-apprentice and pre-apprentice members ***.

S.M.O.H.I.T. - The Employer shall pay into the Sheet Metal Occupational Health Institute Trust the sum of two cents ($0.02) per each hour worked for each sheet metal journeyperson, apprentice, and pre-apprentice and pre-apprentice members ***.

For a total I.T.I. Fund contribution of eighteen cents ($0.18).

Education Fund -The Employer shall pay into SMART, L.U. 265 Education Fund, as provided for in Addendum No. 9, for each hour worked for each sheet metal worker journeyperson, apprentice and applicant***.

Industry Fund - The Employer shall pay into SMACNA Greater Chicago Fund, the sum of One Dollar Forty-Six Cents ($1.46) per hour for each hour worked for all Local 265 members in their employ. (Journeyperson, Apprentices and Applicants).

**** Bargaining unit employees hereunder shall include Owner/Members, i.e., employees of incorporated Employers who: [a] are officers, directors, or majority stockholders of an incorporated Employer; [b] perform work covered by the terms of this Agreement; and [c] are listed on the Registration Statement filed with the Sheet Metal Workers' National Pension Fund and National Cola Fund. Contributions on behalf of Owner/Members shall be made to the National Pension Fund for all hours for which the Owner/Members works or is entitled to payment. In any event, however, the Employer will contribute on one (1) Owner/Member on the basis of the greater of all hours worked or the minimum number needed to maintain health and welfare plan eligibility, <u>but in no event, shall the hours be less than 350 hours every three (3) months. All additional Owners/Members will be contributed on the basis of the greater of all hours worked or the minimum number needed to maintain health and welfare plan eligibility, but in no event, shall the hours be less than the 620 hours every four (4) months.</u>*

S.A.S.M.I. (Stabilization Agreement of The Sheet Metal Industry)

The Employer shall make contributions for each employee covered by this Agreement to SASMI Trust Fund equal to three percent (3%) of the established journeyperson base wage, any local or national fringe benefit fund and other fringe benefit account including, but not limited to, Pension, Health and Welfare, Annuity and other similar or related funds or plans. ***(See Addendum 9)***

ADDENDUM No. 15

Mandatory Fringe Benefit Fund Audits

Fringe Benefits – All Employers party to this Agreement shall be subject to an audit by the Trustees of the Employee Benefit Funds to verify that all contributions required to be paid under the terms of this Agreement have been made to the respective funds. Timecards or time sheets for all employees are to be filled out weekly and saved by the Employer for a period of no less than two (2) years.

ADDENDUM No. 16

SMART-P.A.L. (Political Action League)

The sum designated by the employee per hour worked shall be deducted by the Trustees of SMART, L.U. No. 265 Defense Fund and that amount shall be forwarded to SMART-PAL upon the members voluntarily signing an authorization card.

ADDENDUM No. 17 – SERVICE

(ref. Article VI Section 1 and MOU)

Section 1(a). SERVICE WORK

Service work shall be categorized as **Service Work** or **Residential Service Work**. **Service Work** shall include all service work other than single family homes. **Residential Service Work** shall be limited to residential single-family homes.

Any employee not On Call, who is dispatched for any Service Work, shall be paid all hours worked including portal to jobsite, but not less than 2 hours pay.

Section 1 (b). On Call

Voluntary On-Call During the Standard Work Week – Employees may volunteer for On Call Duty. Submission to voluntary On Call Duty listing shall not be a condition of employment. Compensation, if any, for such voluntary listing shall be as agreed between the employer and the individual employee. If the employee is actually called to work, the employee shall receive only the greater of the agreed Voluntary Standby Duty compensation, if any, or pay for the hours actually worked, portal to portal.

Mandatory On-Call - Service Work- Any serviceperson designated to be available for a specific time period, to be dispatched for emergency **Service Work** during the Employer's non-business hours, shall be compensated as follows:

Days	*Rate per Day*
Monday-Friday	*1 times Journeyperson Base Rate*
Saturday	*1.5 times Journeyperson Base Rate*
Sunday	*2 times Journeyperson Base Rate*

If an employee is actually called to work, the employee shall receive only the greater of the minimum guarantee or pay for the hours actually worked including portal to jobsite.

Mandatory On Call - Residential Service Work - Any serviceperson designated to be available for a specific time period, to be dispatched for emergency **Residential Service Work** during the Employer's non-business hours, shall be compensated as follows:

Days	*Rate per Day*
Monday-Friday	*.5 times Journeyperson Base Rate*
Saturday	*.75 times Journeyperson Base Rate*
Sunday	*1 times Journeyperson Base Rate*

If an employee is actually called to work, the employee shall receive only the greater of the minimum guarantee or pay for the hours actually worked including portal to jobsite.

Section 2. TOOLS AND EQUIPMENT

The contractor shall furnish all tools and equipment necessary for the serviceperson, to do his/her job, with the exception of non-power hand tools. ***(See Addendum 8)***

Section 3. TRAVEL

If employee uses their own vehicle, they shall be paid the current IRS standard per mile for all work performed for the Employer.

Section 4. RESIDENTIAL SERVICE, RESIDENTIAL REPLACEMENT & MAINTENANCE WORK

Scheduled Residential Service, Residential Replacement & Maintenance Work shall be defined as HVAC service performed in single family dwellings/units. The regular working day shall consist of eight (8) consecutive hours, (excluding one half (½) hour meal time), between the hours of 7:00 a.m. and 7:00 p.m.; beginning with Monday and ending Saturday of each week.

For scheduled Residential Replacement and Service Work only, the work week may be defined as Monday through Saturday, between the hours of 7:00 am and 7:00 pm, however, once 40 hours have been worked in any given work week, all hours worked on Saturday shall be paid at one and one half (1½) time the regular rate. Additionally, all work performed after eight (8) hours in one day shall be paid at one and one half (1½) time the regular rate. Scheduled service work shall be defined as work scheduled with at least forty-eight (48) hours of advanced notice to the member. There shall be no disciplinary action taken against any member that refuses to work on Saturday.

ADDENDUM No. 18 - SERVICE TECHNICIANS

The servicing, maintenance and repairs of the following equipment: Furnaces (gravity, forced air, etc.), heat pumps, all types of burners (coal, gas, oil, etc.) and all air conditioners. The servicing and repair of all window units.

Overtime Rate of Pay: Overtime rate of pay for a service technician shall be one and a half (1½) times the service technician's scale.

Rate of Pay: The hourly wage rate for a service technician shall be eighty percent (80%) of the highest journeyperson's base wage in the jurisdiction of L.U. 265. All fringes will be paid as per L.U. 265's Agreement and the Standard Form of Union Agreement (SMACNA Greater Chicago Fringe Benefits).

*****ADDENDUM No. 17 & No. 18*****

The Union and SMACNA Greater Chicago agree to meet and develop a more detailed plan to address the needs of residential service work. This will include, but not limited to, on a trial basis, flat-rate clean and check at 1 ¼ the base rate, including travel.

ADDENDUM No. 19 – APPRENTICES

SECTION 1. All apprentices will be required to attend school one (1) full week forty (40) hours, five (5) times a year**. Scheduling for apprentice training school shall be at the direction of the Joint Apprenticeship and Training Committee. First year apprentices will be paid at the regularly scheduled wage scale while attending school. Third, fourth and fifth year apprentices shall be entitled up to four (4) hours pay per day at the regularly scheduled wage scale while attending apprenticeship school. Second year apprentices shall be paid one half (½) day from the Employer and will be reimbursed for expenses equal to the Employer's contribution from the Education Fund while attending apprentice school.

**After Sept. 01, 2021 Schedule will be revised by JATC Approval to accommodate 4-year apprenticeship duration.

SECTION 2. For apprentices beginning their indenture after September 1, 2010, the contribution rate to the SRSF shall be $3.00 per hour.

SECTION 3. For apprentices beginning their indenture on or after September 1, 2017, the contribution rate to the 265 Local Pension Fund and the SRSF shall graduate at the same percentage as wages. The percentage shall be applied to the current journeyperson contribution rate for these funds.

SECTION 4. First, Second, Third, Fourth and Fifth year apprentice wage rates will increase on each March 1st and each September 1st, if approved by the Joint Apprenticeship and Training Committee regardless of assigned session dates. All first-year apprentice rates will begin on September 1st, regardless of assigned session dates.

SECTION 5. Apprentices shall be laid off in order of seniority. However, the intention of this requirement is not to force a contractor to employ an apprentice who is not performing to such standards as will ensure continued employment as a journeyperson. Therefore, a contractor may layoff an apprentice without respect of the seniority protocol if that apprentice has demonstrated inferior work habits or skills, and with prior approval of the JATC.

ADDENDUM No. 20
PRE-APPRENTICES, APPRENTICES AND RATIOS
(ref. Article XII Section 1 & Article XV Section 5)

It is hereby agreed that the Employer may apply to the Joint Apprenticeship and Training Committee and the Joint Apprenticeship and Training Committee shall grant Apprentices and Pre-apprentices on the basis of the following schedule:

Journeyperson	Apprentices	Pre-apprentices
3	1	1
6	2	1
9	3	1
12	4	2
15	5	2
18	6	3

One apprentice and pre-apprentice shall be dispatched to "Traveling" contractors at the sole discretion of the Business Manager.

Pre-apprentices will be paid as per Article XII of the SFUA at 30% of journeyperson's base wages. Pre-apprentice wages will increase to thirty-five percent (35%) of journeyperson wages after ninety (90) days of continuous employment prior to start of apprenticeship. At time of apprenticeship wages will go to forty percent (40%). ***(See Addendum 9)***

All pre-apprentices hired prior to January 1st, will be enrolled as candidates for Apprenticeship Training School starting in September of the following year. All pre-apprentices hired after January 1st may be considered as candidates for Apprenticeship Training School starting in September of that same year, however, the Employer does have the option of deferring application for Apprenticeship candidacy until the following year.

The Employer shall pay into the SMART, No.265 Health and Welfare Fund, at the rate in effect, for each hour worked for each sheet metal pre-apprentice, if retained as an employee of the company beyond thirty (30) days.

Contributions on behalf of pre-apprentices retained beyond thirty (30) days shall be retroactive to the first day of employment. Pre-apprentices enrolled in the Health and Welfare Plan will be subject to the Plan requirement of 500 hours of premium contributions prior to being eligible for benefits. Benefits will begin the first of the following month after reaching 500 hours. Pre-apprentices terminated prior to thirty (30) days of employment will not be enrolled in the Health and Welfare Plan.

The Employer shall pay into the SMART National Pension Fund, thirty-two cents ($0.32) per hour for each hour worked for each pre-apprentice, beginning with the first payroll period after ninety (90) days. Any mandatory increases to the National Pension Fund will be complied with.

ADDENDUM No. 21 - ALUMINUM GUTTER WORK

This wage classification will apply to all continuous aluminum gutter work performed on all residential dwellings. The wage rate will be seventy percent (70%) of the highest journeyperson's wage scale.

Contractors will pay into the SMART Local 265's Health & Welfare Fund, Local 265 Supplemental Retirement Fund, Industry Fund, National Training Fund, NEMI Fund, SMART Scholarship Fund, S.M.O.H.I.T. Fund, Industry Fund, and Organizing Fund at the appropriate rate per Local 265's Standard Form of Union Agreement.

Two-year Training Period

Year	First 6 months	Second 6 Months
1st	30%	40%
2nd	50%	60%

ADDENDUM No. 22 - FAVORED NATIONS CLAUSE

(ref. Article VIII Section 12a)

If any more favorable conditions are granted by Local Union No. 265 to any other Employer, under the Building Trades Agreement in the jurisdictional area of their contract, all Employers will have the right to adopt the same as an amendment to their Agreement, effective at once.

This clause will not apply to New Construction Residential Work, Resolution 78 Work or Project Agreements and other Agreements negotiated by the International Association.

Upon notification to the Executive Vice President of SMACNA Greater Chicago, certain work disciplines, absent objection within ten (10) working days, shall be exempt from the Favored Nations Clause.

It is further agreed between the parties that an Employer not desiring to contribute to the Industry's Promotion Fund, established in Article 8, Section 12a hereof, shall give written notice that they will not participate in the Industry's Promotion Fund and, as an alternative, give thirty (30) days written notice that they will contribute to the SMART, Local 265 J.A.T.C. Fund, an additional forty cents ($0.40) per hour worked by each employee covered by the terms of this Agreement. The remaining one dollar and six cents ($1.06) of the Industry Fund for the Local 265 Scholarship Fund, the Self-Bonding Fund and the LMCC will continue to be contributed under the Industry Fund.

ADDENDUM No. 23 - Health Safety and Education

SMART, Local No. 265 and the Employer Associations, being vitally concerned about the health, safety, education and productivity of all workers within the sheet metal industry, agree to the following two provisions:

Both parties have met for the express purpose of negotiating an alcohol and substance abuse program which includes a properly formulated drug testing policy. Copies of the current policy and any possible future policies will be available at the Local 265 Union office or by contacting the SMACNA Greater Chicago office.

There shall be a Sheet Metal Continuing Education Fund established for the purpose of providing continuous education and training for sheet metal journeyperson and apprentices. Funding for this program will be accomplished through a one cent ($0.01) per hour contribution on all hours worked. SMART, Local No. 265 will recommend that all sheet metal workers participate in up to eighteen (18) hours of continuing education programs each year and will make every effort to recommend that all of its journeyperson attain an OSHA 30 certification.

ADDENDUM No. 24 - Legally Celebrated Holidays

(ref. Article VI Section 2)

The following days or the day on which they are legally celebrated by the federal government shall be recognized as legal holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day.

ADDENDUM No. 25 - National Pension (Alternative Schedule)

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, except where the Agreement provides for the automatic allocation or reallocation of the wage and fringe benefit package, the parties will reopen this Agreement solely for purposes of adopting one of the schedules provided by the NPF under the Re-habilitation Plan or Funding Improvement Plan, as applicable.

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 contribution rates to the NPF under that schedule. In no event shall the total wage/fringe package be increased during the term of this Agreement. 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.

For the term of this Agreement, the Employer's Contribution Rate to the National Pension Fund shall include the contribution rates required by the 2009 Alternative Schedule as determined by the National Pension Fund in conjunction with the Notice of Critical Status and shall be increased by the date and in the amount required in the 2009 Alternative Schedule, no later than the first (1st) day of June 2014 and the first (1st) day of such month in each succeeding calendar year during the term of the Agreement. In no event may this date, notwithstanding any other term of the Agreement, be later than the date specified in the 2009 Alternative Schedule.

The parties further agree that any contributions or increase in contributions that are required by the 2009 Alternative Schedule shall be allocated from the existing wage/fringe package. If an Employer is required to pay any amounts regardless of the nature or source relating in any way to the National Pension Fund other than the contributions set forth in this Agreement, the hourly wage shall be reduced so as to make the Employer whole.

ADDENDUM No. 26 - Professional Development Training

The Union and Employer recognize that some non-site-specific training benefits the employer, the employee, and the entire sheet metal industry. Prior to the commencement of Professional Development Training (PDT), written approval from the union shall be obtained. The rate of pay shall be equal to the members' current base rate and shall be limited to 16 hours per calendar year. Approved PDT shall **not** be defined as hours worked when determining contributions required under Addendum No. 26 - Fringe Benefits. There shall be no disciplinary action taken against any member that refuses PDT.

Effective Date: September 1, 2020

For

SMART Local 265

President / Business Manager

For

SMACNA Greater Chicago

Chairman – Bargaining Committee

CERTIFICATION OF INSURANCES

I/We certify that I/We carry Insurance as provided in the Federal and State Statutes and as required by the terms of the 2020-2024 Agreement.

Federal Social Security
Account No. ______________________________

State of Illinois Unemployment
Act Compensation No. ______________________________

Workers' Compensation
Insurance Policy No. ______________________________

Name of Insurance
Company: ______________________________

Policy Expiration Date: ______________________________

ACCEPTANCE OF AGREEMENT

I/We hereby certify that I/We have read and have full knowledge of the terms and conditions of this Agreement. I/We hereby agree to be bound by and subject as required by the terms of this Agreement.

Company Name: ______________________________

Address: ______________________________

City: ____________________ State: __________ Zip: ____________

Phone: ____________________ Fax: ____________________

Website: ____________________ Email: ____________________

Authorized Signature: ______________________________

Print Name exactly as signed above: ______________________________

Title: ______________________________

For SMART Local 265

By: ______________________________
(President / Business Manager)

Signed this ______________ day of ______________, ______________

~Notes~

~Notes~

~Notes~

MEMORANDUM OF UNDERSTANDING
between the
SHEET METAL, AIR, RAIL and TRANSPORTATION
INTERNATIONAL
ASSOCIATION LOCAL 265
and
SMACNA GREATER CHICAGO

MEMORANDUM OF UNDERSTANDING
between the
SHEET METAL, AIR, RAIL and TRANSPORTATION INTERNATIONAL ASSOCIATION LOCAL 265
and
SMACNA GREATER CHICAGO

During negotiations leading up to the Collective Bargaining Agreement dated June 1, 2014 through May 31, 2017 it was agreed to make modification to Addendum No.3 titled Roofing Work – Saturday Make-Up Day. Unfortunately, the agreed upon language changes were unintentional left out of the 2014-2017 final draft. This was oversight was not realized until negotiating the 2017-2020 agreement. Minutes from the 2014-2017 negotiations were reviewed and both the Union and Contractors Association agree there was an unintentional oversight. The changes reflected below shall be in effect in the current Collective Bargaining Agreement with the effective dates of June 1, 2017 through May 31, 2020. The agree upon changes are shown strikethrough in red below.

ADDENDUM No. 3
Roofing Work – Saturday Make-Up Day
(*ref. Article VI Section 1*)
Change Summary

When a previous day of the week is canceled due to inclement weather and when ~~working in conjunction with a Roofing Contracting Company~~ on a roofing job site, and when Saturday work is required, a premium rate of scale plus One Dollar Fifty Cents ($1.50) per hour, up to forty (40) hours for the work week, Monday through Saturday, shall be paid. One and one-half (1½) times the regular rate shall be paid thereafter. Work in excess of eight (8) hours on Saturday, shall be paid at two (2) times the regular rate. There shall be no disciplinary action taken against any employee that refuses to work on Saturdays.
~~This Addendum does not apply to roof decking work.~~

ADDENDUM No. 3
Roofing Work – Saturday Make-Up Day
(*ref. Article VI Section 1*)

When a previous day of the week is canceled due to inclement weather and when on a roofing job site, and when Saturday work is required, a premium rate of scale plus One Dollar Fifty Cents ($1.50) per hour, up to forty (40) hours for the work week, Monday through Saturday, shall be paid. One and one-half (1½) times the regular rate shall be paid thereafter. Work in excess of eight (8) hours on Saturday, shall be paid at two (2) times the regular rate. There shall be no disciplinary action taken against any employee that refuses to work on Saturdays.

Agreed:

Kenneth J. Wiesbrook — 3-6-18
(Signature) *(Date)*
Kenneth J Wiesbrook
President
SMACNA GREATER CHICAGO

[signature] — 3/6/18
(Signature) *(Date)*
John P Daniel
President/Business Manager
SMART LU 265

MEMORANDUM OF UNDERSTANDING
between the
SHEET METAL, AIR, RAIL and TRANSPORTATION INTERNATIONAL ASSOCIATION LOCAL 265
and
SMACNA GREATER CHICAGO

During the negotiation of the current Collective Bargaining Agreement with the effective dates of June 1, 2017 through May 31, 2020, Addendum No.18 – Service had substantial changes. One of those changes was to clearly separate and define "Service Work" and "Residential Service Work". This process also allowed for needed On Call Pay language changes respective to the work being performed "Service Work" and "Residential Service Work".

To everyone's benefit, many of the members of Local 265 are proficient in both "Service Work" and "Residential Service Work". It is also true that some of the Contractors working under this agreement perform both "Service Work" and "Residential Service Work".

To that end, it has been agreed that if a Local 265 member is on call and has an expectation of receiving a call for "Service Work" or "Residential Service Work", he/she shall be compensated under the terms of "Service Work".

ADDENDUM No. 18 – SERVICE
(ref. Article VI Section 1)

Section 1. SERVICE WORK
Service work shall be categorized as **Service Work** or **Residential Service Work. Service Work** shall include all service work other than single family homes. **Residential Service Work** shall be limited to residential single-family homes.

Any employee not On Call, who is dispatched for any Service Work, shall be paid all hours worked including portal to jobsite, but not less than 2 hours pay.

Section 1 (a). On Call
Voluntary On Call During the Standard Work Week – employees may volunteer for On Call Duty. Submission to voluntary On Call Duty listing shall not be a condition of employment. Compensation, if any, for such voluntary listing shall be as agreed between the Employer and the individual Employee. If the Employee is actually called to work, the Employee shall receive only the greater of the agreed Voluntary Standby Duty compensation, if any, or pay for the hours actually worked, portal to portal.

Mandatory On Call - Service Work- Any serviceman designated to be available for a specific time period, to be dispatched for emergency **Service Work** during the Employer's non-business hours, shall be compensated as follows:

Days Rate per Day
Monday-Friday................ 1 times Journeyman Base Rate
Saturday .... 1.5 times Journeyman Base Rate
Sunday .... 2 times Journeyman Base Rate

If an employee is actually called to work, the employee shall receive only the greater of the minimum guarantee or pay for the hours actually worked including portal to jobsite.

Mandatory On Call - Residential Service Work - Any serviceman designated to be available for a specific time period, to be dispatched for emergency **Residential Service Work** during the Employer's non-business hours, shall be compensated as follows:

Days Rate per Day
Monday-Friday............... .5 times Journeyman Base Rate
Saturday .... .75 times Journeyman Base Rate
Sunday .... 1 times Journeyman Base Rate

If an employee is actually called to work, the employee shall receive only the greater of the minimum guarantee or pay for the hours actually worked including portal to jobsite.

Agreed:

Kenneth J. Wiesbrook	3-6-18		3/6/18
(Signature)	*(Date)*	*(Signature)*	*(Date)*
Kenneth J Wiesbrook President SMACNA GREATER CHICAGO		John P Daniel President/Business Manager SMART LU 265	

MEMORANDUM OF UNDERSTANDING

RE: Wellness Center

This Memorandum of Understanding entered into this 14th day of October, 2020 (the "Effective Date"), by and between SMACNA Greater Chicago and each business establishment individually, whether represented by a contractor association or not (hereinafter the "Employers") and Local Union No. 265 SMART, the International Association of Sheet Metal, Air, Rail and Transportation Workers (hereinafter the "Union"), is made a part of the current Agreement between the Sheet Metal, Air, Rail and Transportation International Association Local 265 and SMACNA Greater Chicago, effective September 1, 2020 to May 31, 2024 (the "CBA").

WHEREAS, the Employers and the Union entered into the CBA on September 1, 2020; and

WHEREAS, Section 8, Addendum No. 9, Addendum No. 14, Addendum No. 20, and Addendum No. 21 of the CBA obligate the Employers to make contributions on behalf of covered employees for certain health and welfare benefits pursuant to the SMART Local No. 265 Health and Welfare Fund ("Welfare Fund") as referenced in the CBA; and

WHEREAS, the Employers and the Union now wish to provide health and welfare benefits to covered employees in addition to those provided under the CBA;

NOW THEREFORE. the Employers and the Union agree as follows:

1. By execution of this Memorandum of Understanding, the Employers and the Union acknowledge that the Board of Trustees of the Welfare Fund shall prepare the necessary documents and agreements to provide benefits available through a Wellness Center located at 15900 W. 127th St., Lemont, IL 60439 (the "Wellness Center") and take the necessary actions to establish additional wellness centers in the future in order to provide benefits for employees covered by the CBA, and agree to be bound by the terms of those agreements, as applicable; provided, that such documents are in compliance with applicable laws. Furthermore, the Employers and Union ratify all legally valid actions taken by the Board of Trustees of the Welfare Fund that are within the scope of their authority to establish the Wellness Center.

2. Pursuant to the terms of the CBA, the Employers contribute to the Welfare Fund which makes health and welfare benefits, including benefits provided through the Wellness Center, available to each eligible employee (and his/her dependents) of the Employers pursuant to the terms of the Welfare Fund's trust and plan documents which are incorporated by reference to the CBA.

3. The parties represent that a copy of this Memorandum of Understanding has been provided to the Board of Trustees of the Welfare Fund prior to the execution of the Memorandum of Understanding by the parties. The parties also represent that the Trustees have not raised any objection to the language of this Memorandum of Understanding and agree to honor the terms of the Memorandum of Understanding, provided that such terms do not violate the terms of the documents governing the Welfare Fund.

4. It is understood the Welfare Fund is a multiemployer employee welfare plan as defined under Sections 3(1) and 3(37) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") (29 U.S.C. 1002(1), 1002(37)), and that the benefits provided at the Wellness Center and any subsequent wellness centers to eligible participants of the Welfare Fund are component benefits of the Welfare Fund; and that the Welfare Fund and any benefits of the Welfare Fund including the Wellness Center and any subsequent wellness centers, constitute a plan that is established or maintained under or pursuant to one or more collective bargaining agreements, pursuant to ERISA Section 1002(40)(A)(i) and 29 C.F.R. 2510.3-40.

5. This Memorandum of Understanding shall be binding upon the parties, their successors and assigns and shall continue in full force and effect from September 1, 2020 until its termination on May 31, 2024, unless mutually agreed upon by the Parties to extend the terms, in writing.

IN WITNESS WHEREOF, Employers and Union have caused this Memorandum of Understanding to be signed and delivered by their duly authorized representatives, as of the date set forth above.

Local Union No. 265 SMART
International Association of Sheet Metal, Air, Rail and Transportation Workers

By: ______________________

Its: President / Business Manager

SMACNA Greater Chicago

By: Kenneth J. Westbrook

Its: Chairman – Bargaining Committee

EXHIBIT B

International Association of Sheet Metal, Air, Rail and Transportation Workers Local Union No. 265

3110 Woodcreek Drive
Downers Grove, IL 60515-5411

Kevin Galass
Fin. Sec'y-Treas./Bus. Rep.

James Jones
Recording Secretary

SHEET METAL | AIR | RAIL | TRANSPORTATION
SMART®

Matt Gugala
President/Business Manager

Phone: 630-668-0110
Fax: 630-668-0932

Business Representatives:
Brian McSherry
Ron Mika
Brian Dahlman
Tom Syron

Apprentice Rates

The following Wage Rates and Fringe Benefit contributions per hour, and Payroll Deductions shall be in effect from June 01, 2026 through May 31, 2027

Apprentice Year		Total Base Rate	Local Pension	Supp. Retirement Savings Plan	National Pension	Health & Welfare	Education Fund: Local	Education Fund: National	Industry Fund: LMCC	Industry Fund: SMACNA Greater Chicago	Industry Fund: SASMI	Total Fringe Benefits	Total Package
First Year													
1st - 6 Months	40%	$25.09	$ 3.29	$ 4.30	$ 0.93	$ 18.91	$ 1.64	$ 0.18	$ 1.02	$ 0.49	$ 1.45	$ 32.21	$ 57.30
2nd - 6 Months	45%	$28.08	$ 3.70	$ 4.84	$ 0.93	$ 18.91	$ 1.64	$ 0.18	$ 1.02	$ 0.49	$ 1.55	$ 33.26	$ 61.34
(Deductions)													
Organizing Fund		$0.60											
Defense Fund		$0.41											
IA Working Assessment		$0.22											
LU Working Assessment			ON TOTAL HOURS WORKED										
1st 6 Months		$0.80											
2nd 6 Months		$0.86											
Second Year													
1st - 6 Months	50%	$31.06	$ 4.11	$ 5.38	$ 0.93	$ 18.91	$ 1.64	$ 0.18	$ 1.02	$ 0.49	$ 1.66	$ 34.32	$ 65.38
2nd - 6 Months	55%	$34.04	$ 4.52	$ 5.91	$ 0.93	$ 18.91	$ 1.64	$ 0.18	$ 1.02	$ 0.49	$ 1.77	$ 35.37	$ 69.41
(Deductions)													
Organizing Fund		$0.60											
Defense Fund		$0.41											
IA Working Assessment		$0.22											
LU Working Assessment			ON TOTAL HOURS WORKED										
1st 6 Months		$0.92											
2nd 6 Months		$0.97											
Third Year													
1st - 6 Months	60%	$37.03	$ 4.93	$ 6.45	$ 0.93	$ 18.91	$ 1.64	$ 0.18	$ 1.02	$ 0.49	$ 1.87	$ 36.42	$ 73.45
2nd - 6 Months	65%	$40.01	$ 5.34	$ 6.99	$ 0.93	$ 18.91	$ 1.64	$ 0.18	$ 1.02	$ 0.49	$ 1.98	$ 37.48	$ 77.49
(Deductions)													
Organizing Fund		$0.60											
Defense Fund		$0.41											
IA Working Assessment		$0.22											
LU Working Assessment			ON TOTAL HOURS WORKED										
1st 6 Months		$1.03											
2nd 6 Months		$1.08											
Fourth Year													
1st - 6 Months	70%	$43.00	$ 5.75	$ 7.53	$ 0.93	$ 18.91	$ 1.64	$ 0.18	$ 1.02	$ 0.49	$ 2.08	$ 38.53	$ 81.53
2nd - 6 Months	75%	$45.98	$ 6.17	$ 8.06	$ 0.93	$ 18.91	$ 1.64	$ 0.18	$ 1.02	$ 0.49	$ 2.19	$ 39.59	$ 85.57
(Deductions)													
Organizing Fund		$0.60											
Defense Fund		$0.41											
IA Working Assessment		$0.22											
LU Working Assessment			ON TOTAL HOURS WORKED										
1st 6 Months		$1.14											
2nd 6 Months		$1.20											

Matthew R. Gugala

MATTHEW GUGALA
President/Business Manager
SMART, Local 265

Kenneth J. Wiesbrook

KEN WIESBROOK, Chairman
SMACNA Greater Chicago
Bargaining Committee

Copied In-House

Serving the following: DuPage, Grundy, Iroquois, Kane, Kankakee, Kendall, Livingston, McHenry and Will Counties

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EXHIBIT C

AGREEMENT

between the

SMACNA Greater Chicago

and the

INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL AND TRANSPORTATION (SMART) LOCAL NO. 73, OF CHICAGO, COOK AND LAKE COUNTIES, ILLINOIS

JUNE 1, 2026

TO

MAY 31, 2029

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AGREEMENT

between the

SMACNA Greater Chicago

and the

INTERNATIONAL ASSOCIATION
OF SHEET METAL, AIR, RAIL
AND TRANSPORTATION
(SMART)
LOCAL NO. 73,
OF CHICAGO, COOK AND LAKE
COUNTIES, ILLINOIS

JUNE 1, 2026
THROUGH
MAY 31, 2029

PREAMBLE

This Agreement is entered into to prevent strikes and lockouts; to facilitate peaceful adjustment of grievances and disputes between employer and employee in this trade; to prevent waste and unnecessary and avoidable delays and expenses; for the purpose of making available to the employer sufficient skilled workmen and so far as possible to provide continuous employment of labor. Such employment shall be in accordance with the conditions herein set forth and at the wages herein agreed upon so that stable conditions may prevail in building construction; that building costs may be as low as possible consistent with fair wages and conditions and finally to establish the necessary procedure by which these ends may be accomplished.

SMACNA Greater Chicago (the "Association"), Employers of Local No. 73 labor, recognize the International Association of Sheet Metal, Air, Rail and Transportation (SMART) Local No. 73 (the "Union"), and the Union recognizes the Association as the respective bargaining agency for the purpose of collective bargaining for all of the employees referred to in this Agreement.

ARTICLE I
JURISDICTION

Section 1.1. This Agreement covers the rates of pay, rules and working conditions 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 non-ferrous metal work of the U.S. No. 10 gauge or its equivalent or lighter gauge and all other materials used in lieu thereof and of all air-veyor systems and all 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 used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches, and (e) all other work included in the jurisdictional claims of Sheet Metal Workers' International Association.

Section 1.2. All computerized equipment used in the performance of work described in Section 1.1 shall be operated by a member of Local No. 73.

ARTICLE II
SUBCONTRACTING

Section 2.1. Conditions of Employment Requirement. 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 2.2. Prefabrication. 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 any fabricators who pay their employees engaged in such fabrication not less than the wage scale for comparable sheet metal fabrication, as established under provisions of this Agreement.

Section 2.3. Precedence Clause. The provisions of this Article in no manner relieve the Employer of its obligation established pursuant to Section 13.11 of Article XIII of this Agreement.

ARTICLE III
TYPE OF WORK

The Employer agrees that none but journeymen or apprentices and probationary apprentice sheet metal workers under the jurisdiction of the Joint Apprenticeship Committee shall be employed on any work described in Article I and further, for the purpose of proving jurisdiction, agrees to voluntarily provide the Union with written evidence of assignment on the Employer's letterhead for certain specified items of work to be performed at a jobsite prior to commencement of work at the site. Lists of such specific items, which may be revised from time to time, as agreed to by and between SMACNA Greater Chicago and the Union, shall be provided to the Employer. The written evidence may be submitted through our secure web-based portal.

ARTICLE IV
FURNISHING OF EMPLOYEES

The Union agrees to furnish upon request by the Employer, duly qualified journeymen, apprentices and probationary apprentice 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. If the Union fails to provide qualified sheet metal workers within 48 hours, the Employer may hire workers of his own choosing. The Union shall provide these workers with temporary work permits. To the extent allowed by law, the Employer agrees to cooperate with the Union and to employ, to the extent practicable, journeymen 50 years of age and older, taking into consideration their experience, work record and capabilities.

ARTICLE V
UNION SECURITY

Section 5.1. Recognition. In as much as the Union has submitted proof and the Employer is satisfied that the Union represents an uncoerced majority of its employees in the bargaining unit described herein, the Employer recognizes the Union as the exclusive collective bargaining agent for all employees now or hereafter within that bargaining unit, unless and until such time as the Union loses its status as the employees' exclusive representative as a result of an NLRB election requested by the employees. The Employer agrees that it will not request an NLRB election and expressly waives any right it may have to do so. The Employer acknowledges by execution of this Agreement that it has an Agreement pursuant to Section 9(a) of the National Labor Relations Act, as amended.

Section 5.2. Union Security. 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 5.3. LMRA Amendment. If during the term of this Agreement the Labor-Management Relations Act of 1947 shall be amended by Congress in such manner as to change the time within which an employee may be required to acquire Union membership, such time limit shall become immediately effective instead of and without regard to the time limit specified in Section 5.2 of this Article.

Section 5.4. Savings Clause, Union Security. The provisions of this Article shall be deemed to be of no force and effect in any state, to the extent to which the making or enforcement of such provision is contrary to law. In any state where the making and enforcement of such provision is lawful only after compliance with certain conditions precedent, this Article shall be deemed to take effect as to involved employees immediately upon compliance with such conditions.

ARTICLE VI
HOURS, WAGES, WELFARE AND PENSION, SAVINGS PLAN, ORGANIZING, APPRENTICE/ ORGANIZING AND EDUCATION, ANNUITY PLAN

Wage and fringe benefit contribution rates for June 1, 2026 through May 31, 2029, shall be as provided in Schedules A, B and C. Schedules A, B and C shall be adjusted to reflect that the wage and fringe benefit package shall be increased by a total of $4.51 per hour, to be allocated to existing wage and/or fringe benefits.

Effective June 1, 2027, the wage and fringe benefit package shall be increased by a total of $4.61 per hour, to be allocated to existing wage and/or fringe benefits by mutual agreement between the Association and the Union.

Effective June 1, 2028, the wage and fringe benefit package shall be increased by a total of $4.91 per hour, to be allocated to existing wage and/or fringe benefits by mutual agreement between the Association and the Union.

Approval of any of the following in this Article must be given by any officer or business representative of the Union. Failure to obtain prior approval when required shall give the Union the right to take men from the job.

Section 6.1. Regular Workday and Workweek. Prior approval to change any work hours is required. The regular workday shall be eight (8) hours, plus one-half hour for lunch between 7:00 a.m. and 3:30 p.m., Monday through Friday.

By the majority agreement of workers at the job site or shop, and by approval of the Employer or as job site conditions mandate, and notification by the Employer to the Union, the regular 7:00 a.m. starting time may be changed a maximum of one hour in either direction.

Any employee required to start work prior to 6:00 a.m. shall receive premium compensation as follows:

(1) Employees starting work before 6:00 a.m. but not earlier than 5:00 a.m. shall be paid one (1) hour at one and one-half (1½) times the regular straight-time hourly rate, the remainder of the 8 hr. shift to be paid at regular straight time pay.

(2) Employees starting work before 5:00 a.m. but not earlier than 4:00 a.m. shall be paid a minimum of four (4) hours at one and one-half (1½) times the regular straight-time hourly rate, the remainder of the 8 hr. shift to be paid at regular straight time pay.

(3) Employees starting work before 4:00 a.m. shall be paid at one and one-half (1½) times the regular straight-time hourly rate for all hours worked, up to eight (8) hours. Any hours worked in excess of eight (8) hours in such early start shift to be paid at double (2x) the regular straight-time hourly rate.

Section 6.2. Work on Occupied Buildings. When installation work cannot be done on an occupied building during the regular workday because of disturbance or interference with tenants, the Employer will be required to obtain prior approval from a union officer or business representative, then the Employer may start the job between the hours of 4:00 p.m. to 6:00 p.m. and time and one quarter shall be paid for eight (8) hours work. Any jobs starting after 6:00 p.m. shall be paid at time and one half for eight (8) hours of work. Double time shall be paid for all hours after eight (8) hours of work.

Section 6.3. Wages. The hourly rate of wages for journeymen and apprentice Sheet Metal Workers and others employed under the apprenticeship program shall be in accordance with Schedules A, B and C of this Agreement.

Section 6.4. Overtime. Prior approval for overtime and work on holidays is required from any officer or business representative.

A. The first four (4) hours of overtime each day, Monday through Friday, and on Saturday between 7:00 a.m. and 3:30 p.m. shall be paid for at one and one-half times the regular straight time hourly rate of pay. All other overtime hours shall be paid for at double the straight time hourly rate of pay.

B. All overtime pay on emergency work shall be one and one-half times the regular hourly rate. In the event such overtime on emergency work shall be performed beyond 12:01 a.m. Sunday or on any holiday specified herein, the hourly overtime pay shall be double the regular hourly rate. Emergency work shall be any work that cannot be done on a regular basis. Emergency work applies to both shop and field labor but does not apply on new construction.

C. All work performed on legal holidays viz.: New Year's Day, Memorial Day, Fourth of July, Thanksgiving Day and Christmas Day, or days celebrated as such shall be paid for at the rate of double time. There shall be no work performed on Labor Day.

Legal holidays occurring on a Saturday will be celebrated on that Saturday and if work is performed on that Saturday it will be paid at double time. Legal holidays occurring on a Sunday will be celebrated on the following Monday, and if work is performed on Monday, double time shall be paid for hours worked.

Section 6.5. Shift Work. Shift work shall be permitted, but only with the prior approval of any Officer or Business Representative of the Union. Where such approval has been given the following conditions shall prevail:

A. Shift work in the field or shop shall be from 12:01 a.m. Monday to 11:59 p.m. Friday.

B. Where two (2) shifts in the field or shop are permitted, the first shift shall work eight (8) hours from 7:00 a.m. to 3:30 p.m. (with one-half hour for lunch) at the regular hourly rate.

   The second shift in the field or shop shall work eight (8) hours from 3:30 p.m. to midnight (with one-half hour for dinner) and shall receive one and one-quarter times the regular hourly rate.

C. Where three (3) shifts in the field or shop are permitted, the first shift shall work eight (8) hours from 7:00 a.m. to 3:30 p.m., (with one-half hour for lunch) at the regular hourly rate.

   The second shift shall work seven and one-half (7½) hours from 3:30 p.m. to 11:30 p.m. (with one-half hour for dinner) and shall receive one and one-quarter times the regular hourly rate.

   The third shift shall work seven (7) hours from 11:30 p.m. to 7:00 a.m. (with one-half hour for breakfast) and shall receive one and one-quarter times the regular hourly rate.

D. In the event of a dispute on the part of the Union as to whether or not the work qualifies as shift work, if no other abrogation of the contract is involved, a meeting of the Joint Arbitration Board will be called within forty-eight (48) hours to resolve the dispute. In the meantime, the men will not be removed from the work.

E. Shift work hours can also be adjusted in accordance with Article VI, Section 6.1.

F. There shall be no shift work on Saturday, Sunday or holidays without prior approval of any Officer or Business Representative of the Union.

Section 6.6. Savings Plan. Effective June 1, 1977, there shall be established in the individual name of each employee, covered by this Collective Bargaining Agreement who is employed and for whom hours are reported, a personal savings account in a bank depository, designated by the Joint Arbitration Board, into which there shall be deducted by the Employer from the employee's wages an amount specified in Schedules A, B and C, on all hours worked by said journeyman and apprentice covered by this Agreement. Said amount deducted and any interest accrued thereon shall be the sole property of the individual employee to whose account it has been credited. Said amount deducted and personal account shall be designated with the title "Savings Plan" for purpose of this Agreement.

Employees who do not have a personal savings account will have their monthly savings deduction held by the union office. Funds held by the union office are eligible for distribution on the second Friday of each month. Distributions can be made available for pickup or transmitted to the employee via U.S. Mail or private courier service.

> The above deduction is a part of the employee's gross earnings. Such deduction shall be subject to all Federal, state and local income and FICA tax withholdings. The Employer shall remit to the depository the gross amount as computed under this Section without regard to such Federal, state and local income and FICA tax withholdings

In the event that deduction to the Savings Plan Fund remains unpaid on the thirtieth day of the aforementioned month, an additional charge of fifteen percent (15%) of the amount of the deduction due must be paid.

Every employer shall make available to the Union any and all records of the covered employees that the Union may require in connection with the sound and efficient operation of the Savings Plan.

Section 6.7. Organizing, Apprentice Organizing and Education Fund. The Union has established pursuant to the approval of its membership a Program for Journeymen Organizing, Apprentice Organizing and Education Fund in compliance with Article 24 of the Constitution of International Association of Sheet Metal, Air, Rail and Transportation (SMART).

The hourly deduction from the employee's wages pursuant to this section for any classification covered by this Agreement are set forth in the attached Schedules A, B, and C.

The above deduction is a part of the employee's gross earnings. Such deduction shall be subject to all Federal, state and local income and FICA tax withholdings. The Employer shall remit to the depository the gross amount as computed under this Section without regard to such Federal, state and local income and FICA tax withholdings.

In the event the Organizing, Apprentice Organizing and Education Fund deduction remains unpaid on the thirtieth (30th) day of the month in which it is required to be filed, an additional charge of fifteen percent (15%) of the amount of the deduction due must be paid.

The Employer shall make available to the Union any and all records of the covered employees that the Union may require in connection with the sound and efficient operation of the Fund.

Section 6.8. **Paydays**. In instances where payment is made by personal delivery or direct deposit, such payment must be delivered to the employee or deposited into his or her account within four (4) regular working days immediately following the termination of each pay period.

In instances where payment is made by mailing, the Employer shall allow an adequate mailing period to provide for payment to be in the hands of the employee on the regular payday as provided in the preceding paragraph of this Section 6.8.

Where payment is made by mail and is postmarked within 2 working days immediately following the termination of the pay period, then the Employer will be in compliance with this section.

In the event of a layoff, employees must be paid in full at time of layoff.

In the event of a termination for cause the terminated employee must be paid in full at time of termination.

If an Employer fails to comply with the terms of this section concerning payment of wages at the time of lay-off or termination, such failure will result in the Employer being required to pay the Employee an additional two hours pay at the rate of pay he was receiving at the time of termination or layoff. Employer may also comply with this section concerning payment of wages at the time of layoff or termination by providing a direct deposit into the Employee's account on the day of layoff or termination provided the Employee has previously authorized and received payment by direct deposit.

Section 6.9. Welfare Fund. The rate of Welfare contribution shall be in accordance with Schedules A, B and C attached hereto and made a part hereof and shall be paid based upon all hours worked. The welfare contribution covering all employees performing work performed by members and apprentices as required of Local No. 73 shall be made to the Sheet Metal Workers' Local No. 73 Welfare Fund. The contributions of the Employer shall be used to purchase group insurance such as life, hospitalization, accident and health, sick benefits, and such other forms of group insurance as the said Welfare Fund may wish to provide.

The Welfare Fund shall be administered pursuant to the Agreement and Declaration of Trust dated February 1, 1950, and amended from time to time since that date, and executed jointly by equal representatives of the Union and representatives of SMACNA Greater Chicago and shall be considered to be a part hereof as if set forth in detail. The Employer confirms and ratifies the appointment of the three (3) Employer Trustees who, with their successors designated in the manner provided in said Agreement and Declaration of Trust, are called Employer Trustees.

Each Union Trustee must be an elected official of the Union and a member of the Union in good standing. Each Employer Trustee must represent an Employer which is a signatory to this Collective Bargaining Agreement and which maintains a shop within the jurisdiction of the Union or be the Executive Director of the Association.

The trust is lawful and is qualified under all applicable laws and specifically with regard to Section 302(c)(5) of the Labor-Management Relations Act of 1947, as amended, and the trust is qualified under the applicable provisions of the Internal Revenue Code, so that all contributions by the Employer will be deductible for income tax purposes.

The Welfare Fund contributions shall be paid monthly up to and including the last payroll date in each and every calendar month on or before the fifteenth day of the following month.

The Employer's sole liability shall be for the payment of the monthly contributions set forth above and in no way guarantees payment of the benefits established by Trust Fund nor the solvency of the Fund. Furthermore, the Employer shall not be liable for any fund deficiency within the meaning of the Employee Retirement Income Security Act of 1974, as amended.

The contributions are to be stated on forms provided by the Fund or other acceptable forms.

In the event the Welfare Fund contribution remains unpaid on the thirtieth (30th) day of the month in which it is required to be filed, an additional charge of fifteen percent (15%) of the amount of the contribution due must be paid.

Every Employer shall make available to the Welfare Fund any and all records of the covered employees that the Welfare Fund may require in connection with the sound and efficient operation of the Welfare Fund.

The Welfare Fund will provide coverage to non-bargaining unit employees of employers under Plan C pursuant to terms established by the Trustees from time to time and at the contribution rate for Residential Service Specialists set forth in Schedule D. Contributions will be based on 160 hours per month for each month during which eligible non-bargaining unit employees are paid wage income by the employer.

Welfare Plan coverage will be provided to Residential Service Specialists hired on or after June 1, 2005 under Plan C only at the rate set forth in Schedule D in accordance with the resolutions of the Welfare Fund Board of Trustees.

Section 6.10. Pension Fund. The rate of Pension contributions shall be in accordance with Schedules A, B and C attached hereto and made a part hereof and shall be paid based upon all hours worked. The Pension contributions covering all employees, except Residential Service Specialists hired on or after June 1, 2005, performing work performed by members of Local No. 73 shall be made to the Sheet Metal Workers' Local No. 73 Pension Fund. The contributions of the Employer shall be used for the establishment of such pension and retirement benefits as the said Pension Fund may wish to provide.

The Pension Fund shall be administered pursuant to the Agreement and Declaration of Trust dated September 9, 1950, and amended from time to time since that date, and executed jointly by equal representatives of the Union and representatives of SMACNA Greater Chicago and shall be considered to be a part hereof as if set forth in detail. The Employer confirms and ratifies the appointment of the three (3) Employer Trustees who, with their successors designated in the manner provided in said Agreement and Declaration of Trust, are called Employer Trustees.

Each Union Trustee must be an elected official of the Union and a member of the Union in good standing. Each Employer Trustee must represent an Employer which is a signatory to this Collective Bargaining Agreement and which maintains a shop within the jurisdiction of the Union or be the Executive Director of the Association.

The trust is lawful and is qualified under all applicable laws and specifically with Section 302(c)(5) of the Labor-Management Relations Act of 1947, as amended and the Trust has been approved under applicable provisions of the Internal Revenue Code so that all contributions by the Employer to said Fund will be fully deductible for federal income tax purposes.

The Pension Fund contributions shall be paid monthly up to and including the last payroll date in each and every calendar month on or before the fifteenth day of the following month. The contributions are to be as stated on forms provided by the Pension Fund, or other acceptable forms.

The Employer shall be liable for the payment of monthly contributions set forth above and Employer in no way guarantees payment of the benefits established by the Trust Fund, nor does Employer guarantee the solvency of the Fund.

However, it is understood that the foregoing is not to be construed as exempting the employer from withdrawal liability for the Trust Fund as determined in accordance with the Multi-Employer Pension Plan Amendments Act of 1980 and amendments thereto.

In the event the Pension Fund contributions remain unpaid on the thirtieth day of the month in which it is required to be filed, an additional charge of fifteen percent (15%) of the amount of the contribution due must be paid.

Every Employer shall make available to the Pension Fund any and all records of the covered employees that the Pension Fund may require in connection with the sound and efficient operation of the Pension Fund.

Section 6.11. Annuity Plan. The rate of Annuity contributions shall be in accordance with Schedules A, B and C attached hereto and made a part hereof and shall be paid based upon all hours worked. The Annuity contributions covering all employees performing work performed by members of Local No. 73 shall be made to the Sheet Metal Workers' Local No. 73 Annuity Plan. The contributions of the Employer shall be used for the establishment of such Annuity benefits as the said Annuity Plan provides.

The Annuity Plan contributions shall be paid monthly up to and including the last payroll date in each and every calendar month on or before the fifteenth day of the following month. The contributions are to be as stated on forms provided by the Annuity Plan, or other acceptable forms.

The Employer shall be liable for the payment of monthly contributions set forth above and Employer in no way guarantees payment of the benefits established by the Annuity Plan, nor does Employer guarantee the solvency of the Annuity Plan.

In the event the Annuity Plan contributions remain unpaid on the thirtieth day of the month in which it is required to be filed, an additional charge of fifteen percent (15%) of the amount of the contribution due must be paid.

Every employer shall make available to the Annuity Plan any and all records of the covered employees that the Annuity Plan may require in connection with the sound and efficient operation of the Annuity Plan.

Section 6.12. Moonlighting. Members and apprentices of Local No. 73 and others employed under the Apprenticeship Program are strictly prohibited from performing side jobs on their own, or from contracting with their employer, or other contractor, as an independent contractor. Members, apprentices and others employed under the Apprenticeship Program violating this Section of this Agreement shall have Article No. 17 Section 1(e) and Section 1(h) of the International Association of Sheet Metal, Air, Rail and Transportation (SMART) Constitution invoked against his continuing membership in Local No. 73.

Section 6.13. Building Fund. Effective June 1, 2001, the Union has established pursuant to the approval of its membership a Building Fund. The rate of the Building Fund deduction shall be in accordance with Schedules A, B and C attached hereto and made a part hereof and shall be paid based upon all hours worked. The Building Fund deduction from the wages of all employees performing work performed by members of Local No. 73 shall be made to the Sheet Metal Workers' Local No. 73 Building Fund.

The above deduction is a part of the employee's gross earnings. Such deduction shall be subject to all Federal, State and local income and FICA tax withholdings. The Employer shall remit to the depository the gross amount as computed under this Section without regard to such Federal, state and local income and FICA tax withholdings.

The Building Fund deductions shall be paid monthly up to and including the last payroll date in each and every calendar month on or before the fifteenth day of the following month.

The deductions are to be as stated on forms provided by the Building Fund, or other acceptable forms.

In the event Building Fund deductions remain unpaid on the thirtieth day of the month in which they are required to be paid, an additional charge of fifteen percent (15%) of the amount of the deductions due must be paid by the Employer.

Every employer shall make available to the Building Fund any and all records of the covered employees that the Building Fund may require in connection with the sound and efficient operation of the Building Fund.

Effective June 1, 2020, the Building Fund deduction is $0.00. The Union reserves the right to increase the deduction effective June 1 of any future year in an amount to be determined by the Union.

Section 6.14. Working Assessment and Per Capita Dues. Working Assessments and Per Capita Dues shall be deducted by the Employer from the employee's wages in the amounts specified in the attached Schedules A, B and C on all hours worked by journeyman and apprentice members covered by this Agreement as required by the S.M.A.R.T. Constitution.

These deductions are to be remitted monthly together with a report stating the number of hours worked by each employee and the Union shall deposit said monies in its General Fund. The above deductions are part of the employee's gross earnings. Such deduction shall be subject to all Federal, States and local income and FICA tax withholdings.

In the event any of the deductions referenced in this section remain unpaid on the thirtieth day of the month following the month to be reported on, an additional charge of fifteen percent (15%) of the amount of the deduction must be paid.

The employer shall make available to the Union any and all records of the covered employees that the Union may require in connection with the sound and efficient collection of the deductions referenced in this section.

6.15 Joint Audit and Collection Program. The Employer agrees to be bound by all terms of a Joint Audit and Collection Program as established or amended from time to time with respect to obligations under Sections 6.6, 6.7, 6.9, 6.10, 6.11, 6.13, 6.14, 12.1, 12.2, 13.18, 13.24, 15.2, and 17.2. The Joint Audit and Collection Program as established or amended from time to time is expressly incorporated herein by reference in its entirety. The parties unequivocally agree to submit the matters referenced in this section for final and binding resolution in accordance with the dispute resolution procedures set forth in the Joint Audit and Collection Program, as presently established or periodically amended. The Joint Audit and Collection Program is in addition to the Grievance Procedure set forth in Article X. The parties to the Joint Audit and Collection Program shall not be required to exhaust the Grievance Procedure prior to pursuing collection under the Joint Audit and Collection Program.

ARTICLE VII
TRANSPORTATION

Section 7.1. Shop to Job Site/Job Site to Job Site Transportation Expense. Transportation expense going to and/or from residence to shop shall be paid by the employee. Transportation expenses from shop to job site or job site to job site shall be paid by the Employer when directed by the Employer, in accordance with the latest Internal Revenue Service mileage allowance.

Section 7.2. Residence to Job Site Transportation within Jurisdiction. No transportation expense shall be paid to workmen in going to and from residence to job site within the geographical jurisdiction of Local No. 73.

Section 7.3. Residence to Job Site Transportation Beyond Jurisdiction. Transportation expense shall be paid to workmen in going to and from residence to job site beyond the geographical jurisdiction of Local No. 73 based on the shortest distance from the county line in which the job is located to the job site on the basis of the latest Internal Revenue Service mileage allowance.

Workmen to report on job site at regular starting time and leave site at regular quitting time. This section applies only to Will County, DuPage County, Kane County, and McHenry County in Illinois; and Lake County in Indiana and Kenosha County in Wisconsin. Travel pay for job sites in areas other than the above-named counties shall be determined in a written agreement between employer and employee.

Section 7.4. Expense Dispute. Any workman demanding transportation expense in excess of that herein provided for, or any employer refusing to pay transportation expense shall be subject to action by the Joint Arbitration Board.

ARTICLE VIII
WORK REQUIREMENTS

Section 8.1. Work Rates. The minimum hourly rate of wages for journeymen sheet metal workers covered by this Agreement when employed in a shop or on a job within the jurisdiction of the Union to perform any work specified in Article I of this Agreement shall be as set out in Schedule A, except as hereinafter specified in Section 8.2 of this Article.

Section 8.2. Higher Scale. On all work specified in Article I of this Agreement, fabricated and/or assembled by journeymen, apprentices, and/or pre-apprentices within the jurisdiction of this Union, or elsewhere, for erection and/or installation within the jurisdiction of any other Local Union affiliated with Sheet Metal Workers' International Association, 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 8.3. Work Exceptions. The provisions of Section 8.2 of this Article, Section 2.2 of Article II and 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 only
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 8.4. Plenums and Air Pollution Control Systems. The provisions of Section 8.2 of this Article shall not be applicable to the manufacture for sale to the trade or purchase of PLENUMS-Double wall panels for use in construction of air housing, or to AIR POLLUTION CONTROL SYSTEMS fabricated for the purpose of removing air pollutants, excluding air conditioning, heating and ventilating systems.

Section 8.5. Outside Workers. Except as provided in Sections 8.2 and 8.6 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 8.6. Out of Jurisdiction Work. When the Employer has any work specified in Article 1 of this Agreement to be performed outside of the area covered by this Agreement and within the area covered by another Agreement with another union affiliated with the Sheet Metal Workers' International Association, and if qualified sheet metal workers are available in such area, he may send no more than two (2) journeymen 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 8.1 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 (SMART) covering the area then the minimum conditions of the home local union shall apply.

Section 8.7. Wage Scale Definition. In applying the provisions of Sections 8.2, 8.5 and 8.6 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 8.8. No Duplication of Welfare Benefit. Welfare benefit contributions shall not be duplicated.

Section 8.9. Reporting Pay. Qualified journeymen, apprentice and probationary apprentice sheet metal workers who report for work by direction of the Employer and are not placed at work, shall be entitled to two (2) hours pay at the established rate. It is agreed that employees who start work at the beginning of any work period shall receive not less than four (4) hours pay unless discharged for cause. This provision shall not apply when occasioned by conditions over which the Employer has no control.

Section 8.10. Non-Firm Journeymen. 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.

ARTICLE IX
TOOLS AND VEHICLES

Section 9.1. Hand Tools. Journeymen and apprentice sheet metal workers covered by this Agreement shall provide for themselves all necessary hand tools.

Section 9.2. **Transportation of Equipment and Materials**. Journeymen and apprentice 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 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 the Multi-Employer Bargaining Agency, agree to utilize and be bound by this Article.

Section 10.1. Grievance, Step 1. Grievances of the Employer or the Union, arising out of interpretation or enforcement of this Agreement, shall be settled between the Employer directly involved and the duly authorized representative of the Union, if possible. An Employer may have the local Employers' Association present to act as his representative.

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 10.1(a). Joint Arbitration Board. The Joint Arbitration Board shall be composed of three (3) representatives of SMACNA Greater Chicago, which may include its Executive Director, or their alternates, each representative having one (1) vote, and three representatives of the Union, each having one (1) vote. The Joint Arbitration Board shall meet regularly on the third (3rd) Wednesday of each calendar month and at other times as it decides. The Joint Arbitration Board will adopt rules or procedures under which it will operate. At the regular January meeting it shall select from its members a Chairman and a Secretary to serve until the next following January meeting. Chairman and Secretary shall be alternately occupied by representatives of the Union and the Association. For example, when a Union representative holds the position of Chairman, the Association's representative will hold the position of Secretary.

Section 10.2. Grievance, Step 2 – Joint Arbitration Board. Grievances not settled as provided in Section 10.1 of this Article may be appealed by either party to the Joint Arbitration Board 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, to render a final and binding determination, except as provided in Sections 10.3 and 10.6 of this Article. The Employers' Association, on its own initiative, may submit grievances for determination by the Board as provided in this Section.

Notice of appeal to the Joint Arbitration Board shall be given thirty (30) days after termination of the procedures described in Section 10.1 of this Article, unless the time is extended by a mutual agreement of the parties. Such notice by a party shall be in writing and will be forwarded by certified mail to the Chairman and Secretary of the Joint Arbitration Board and to the other party involved (Employer or Union, as the case may be).

Section 10.3. Grievance, Step 3 – Three-Member Panel. Grievances not disposed of under the procedure prescribed in Section 10.2 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 Union and one (1) representative appointed by the Employer's Association or by the Employer involved if said Employer is not a member of the Employers' Association. The panel representatives of the Union, and of the Employers' Association or Employer which is not a member of the Employers' Association shall come from Cook or Lake Counties. This panel will then select an impartial third party to sit as the third member of the panel. If the two representatives are unable to select an impartial third party within ten (10) days of meeting, then they will immediately jointly apply to the American Arbitration Association for a panel of five impartial arbitrators' names. The representatives will then alternately strike names from the panel. The person whose name remains shall be the impartial third party. Before such name striking procedure commences, both representatives shall have the right to reject one complete panel.

Notice of appeal to the panel shall be given within thirty (30) days after termination of the procedures prescribed in Section 10.2 of this Article. Such notice will be in writing and will be forwarded by certified mail to the President of the Union, the President of the Employers Association and to the other party involved (Employer or Union, as the case may be).

The panel shall meet promptly to select the impartial third party, 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.

The three-member panel shall promptly schedule a hearing at which each party shall have a right to present evidence, examine and cross-examine witnesses, make a record and file arguments.

The panel's duly rendered decision shall be final and binding on the Employer(s), Union and employees involved. In the event a majority decision is not rendered, the Step 3 procedure will be commenced again.

The fees and expenses of the third party (arbitrator) and the hearing room shall be shared equally by the Employer(s) and the Union. All other expenses shall be borne by the party incurring them.

Section 10.4. Remedies. The Joint Arbitration Board and the three-member panel are empowered to render such decisions and grant such relief to either party as they deem necessary and proper, including awards of damages, fines or other compensation. The authority to impose fines includes, but is not limited to, the power to fine parties who fail to appear in an amount to be determined by the Joint Arbitration Board for each occurrence. The jurisdiction of the Joint Arbitration Board and the three-member panel shall be only in regard to the particular dispute before it and neither the Board nor the panel shall have the power or authority to add to, subtract from, modify or change, in any way, the terms of this Agreement.

Section 10.5. Enforceability. If a decision is rendered by the three-member panel and it is not contested within thirty (30) days of its issuance to the parties involved, and it is not complied with, the Joint Arbitration Board may direct that the collective bargaining agreement between the Employer involved in the grievance and the Union be canceled. In the event that the decision is not complied with within thirty (30) days, the Joint Arbitration Board will give the parties involved thirty (30) days' notice prior to canceling the agreement, during which time the parties involved may show their compliance.

Section 10.6. Time Limits. 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 aforementioned procedures and there shall be no cessation of work by strike or lockout by any party to a grievance against whom a final decision is rendered pursuant to the provisions of Article X of this Agreement.

ARTICLE XI
NATIONAL AGREEMENTS

Section 11.1 Agreements, national in scope, between International Association of Sheet Metal, Air, Rail and Transportation (SMART) and other International Unions, covering work jurisdiction and the assignment, allocation and division of work among employees represented for the purposes of collective bargaining by such labor organizations, shall be respected and applied by the Employer, provided such Agreements have been consummated with the knowledge of and without objection from Sheet Metal and Air Conditioning Contractors' National Association, Inc.

Section 11.2 Notwithstanding any other provision of this Article, or any other Article of this Agreement, whenever an amendment to the Standard Form of Union Agreement shall be adopted by the sponsoring national associations, any party to this Agreement, upon the service of notice to all other parties hereto, shall have this Agreement reopened thirty (30) days thereafter, for the sole and only purpose of attempting to negotiate such amendment or amendments into this Agreement for the duration of the term hereof. There shall be no strike or lockout over this issue.

ARTICLE XII
APPRENTICE TRAINING PROGRAM

Section 12.1. Employer's Contribution. The rate of Apprentice and Journeymen's Training Fund contribution shall be in accordance with Schedules A, B and C attached hereto and made a part hereof and shall be paid based on all hours worked. The Apprentice and Journeymen's Training Fund contribution covering all Apprentices performing work as required by Local No. 73 shall be made to the Apprentice and Journeymen's Training Fund. The time spent by the Apprentice attending school shall be excluded.

The Sheet Metal Workers' Local No. 73 Apprentice and Journeymen's Training Fund shall be administered pursuant to the Agreement and Declaration of Trust dated June 1, 1965, and amended from time to time since that date, and executed jointly by equal representatives of the Union and representatives of SMACNA Greater Chicago, which may include its Executive Director, and shall be considered to be a part hereof, as if set forth in detail. The Employer confirms and ratifies the appointment of three (3) Employer Trustees who with their successors designated in the manner provided in said Agreement and Declaration of Trust, are called Employer Trustees.

The Trust is lawful and is qualified under all applicable laws and specifically with Section 302(c)(5) of the Labor-Management Relations Act of 1947, as amended and the Trust has been approved under applicable provisions of the Internal Revenue Code so that all contributions by the Employer to said Fund will be fully deductible for federal income tax purposes.

The contributions shall be paid monthly up to and including the last payroll date in each and every calendar month on or before the fifteenth (15th) day of the following month. The contributions are to be stated on forms provided or approved by the Sheet Metal Workers' Local No. 73 Apprentice and Journeymen's Training Fund.

In the event contributions remain unpaid on the thirtieth (30th) day of the aforesaid following month, a charge of fifteen percent (15%) of the amount of the contribution due must be paid.

The Employer shall make available to the Sheet Metal Workers' Local No. 73 Apprentice and Journeymen's Training Fund any and all records of the covered employees that the Fund may require in connection with the sound and efficient operation of the Sheet Metal Workers' Local No. 73 Apprentice and Journeymen's Training Fund.

Section 12.2. Additional Contribution. Upon demand of either party hereto, the Joint Apprenticeship Committee shall review the expenses incurred by the Fund in the operation of and the carrying out of the apprenticeship program to determine whether or not the current contribution is sufficient to pay the necessary and proper costs of this program. It is agreed that in the event that an increase in said contribution is warranted by economic conditions during the term of this Agreement, such increase shall be negotiated by the Joint Arbitration Board and made a part of this Agreement. Such increased contribution shall not become effective until fifteen (15) days prior written notice is given to all Employers who sign this Agreement.

Section 12.3. Apprentice Selection. The selection of apprentices shall be in accordance with written policies and procedures adopted by the Joint Apprenticeship Committee. Said written statement of policy shall be considered to be a part hereof as if fully set forth in detail herein.

Section 12.4. Joint Apprenticeship Committee Authority. The Joint Apprenticeship Committee is hereby declared to be the joint authority to carry on the work of the apprenticeship program. Articles VI and VIII of this Agreement, hereof are hereby declared to govern respectively.

Section 12.5. Joint Apprenticeship Committee Composition. For the purposes of this Agreement the Joint Apprenticeship Committee has been formed by the Joint Arbitration Board for the purpose of administering the Apprenticeship program. The Joint Apprenticeship Committee shall be composed of three (3) representatives of Employers' Association, which may include its Executive Director, each representative having one (1) vote, and three (3) representatives of the Union, each having one (1) vote.

Section 12.6. Apprentice Application. Application for apprenticeship shall be filed with the Joint Apprenticeship Committee through its Apprentice Coordinator pursuant to the procedure established by the Joint Apprenticeship Committee.

Section 12.7. Employer Application to Employ Apprentice. Any Employer qualified under the rules of the Joint Apprenticeship Committee desiring an apprentice shall make application for said apprentice to the Joint Apprenticeship Committee through its Apprentice Coordinator. The Employers, however, shall have the option to accept or reject any and all apprentices offered him by said Committee's Coordinator pursuant to the Rules established by the Joint Apprenticeship Committee.

Section 12.8. Apprentice Jurisdiction. Apprentices during the entire training period shall be under the jurisdiction and control of the Joint Apprenticeship Committee which has authority to protect the welfare and also to instruct, direct and discipline them.

Section 12.9. Apprentice Employment. Any Employer assigned an apprentice and said apprentice is indentured to said Employer by the Joint Apprenticeship Committee shall keep him at work at the trade for not less than ten (10) months, in each year, (this period of ten months shall include the time spent by the Apprentice in concentrated training) except in case of strikes, lockout, sickness or other unavoidable causes, or by action of the Joint Apprenticeship Committee.

Section 12.10. Probation. Any Employer assigned an Apprentice who has successfully completed the l0 week Pre-Apprentice Program may take him or her on a trial basis for ninety (90) days after date of employment, but thereafter shall keep him or her at work at the trade for not less than ten (10) months, in each year, except in case of strikes, lockout, sickness or other unavoidable causes, or by action of the Joint Apprenticeship Committee. Any Employer discharging an apprentice during the ninety (90) day trial period, or at any time thereafter shall immediately notify the Joint Apprenticeship Committee in writing, giving the name of the apprentice and the reason for said Discharge.

Disposition of such apprentice shall be made by the Committee within thirty (30) days of receipt of notice of discharge.

Section 12.11. Employer Training. The Employer agrees that the apprentice shall work under such conditions as will result in normal advancement, and shall have him attend classes or do the required amount of study or manual training work as prescribed by the Joint Apprenticeship Committee, and if required shall submit proof to the Committee of such attendance to studies or lectures. Employer shall also agree that apprentices will not be employed in a manner that may be considered by the Joint Apprenticeship Committee as unfair to either party to this Agreement.

Section 12.12. Apprentice School Pay. The apprentice shall attend school with pay in accordance with the Rules and Standards of the Apprenticeship Program for the Sheet Metal Trade Local No. 73 as established by the Joint Apprenticeship Committee. Pay for days of school shall be paid by the Apprentice and Journeymen's Training Fund.

Section 12.13. Apprenticeship Assignment. The apprentice shall serve and complete his apprenticeship with the Employer to whom he is indentured by the Joint Apprenticeship Committee.

Section 12.14. Apprentice Reassignment. Only the Joint Apprenticeship Committee may reassign an apprentice to work, either temporarily or permanently, for another contractor party to this Agreement other than the one to whom he is indentured, provided that the Employer to whom the apprentice is reassigned will assume all the obligations so designated by the Joint Apprenticeship Committee.

Section 12.15. Apprentice Ratio. The Joint Apprenticeship Committee shall assign, transfer, and re-assign all apprentices to regular members of the Employer's Association and to individual Employers who are covered by this Agreement or who subscribe to its terms and who employ at least three (3) journeymen for ten (10) months of the year.

The Employer shall be entitled to employ apprentices on the following basis:

- Ratio of apprentices to journeymen shall not exceed one (1) apprentice for every three (3) journeymen; two (2) apprentices for every five (5) journeymen; three (3) apprentices for every six (6) journeymen; and then one (1) apprentice for every two (2) journeymen thereafter.
- At no time shall the proportion of apprentices in training be greater than 33.33% of the total company work force represented by the Sheet Metal Workers' Local No. 73.
- It shall be compulsory to train one (1) apprentice if the contractor employs at least seven (7) journeymen ten (10) months of the year and for each ten (l0) additional journeymen employed ten (l0) months of the year, the contractor will train one (l) additional apprentice.

Section 12.16. Apprenticeship Term. An apprenticeship shall be for a period of not less than four (4) years, except as designated by the Joint Apprenticeship Committee, at the expiration of which time his or her Employer during this period shall prepare a statement for consideration by the Joint Apprenticeship Committee, which statement shall set forth the deportment, experience and general knowledge of the trade that the apprentice has acquired. The Committee will then recommend he or she be raised to journeymen, provided that he or she has received sufficient credit at such schools, selected by the said Committee, and provided his or her knowledge of the trade, is such as will satisfy the said Committee, that he or she is a good and efficient journeyman.

The Joint Apprenticeship Committee shall hold examinations of apprentices and shall certify as to the elevation to the next wage classification.

Apprentices failing to fulfill the requirements of the Apprenticeship Program may be set back in the program or dropped from the program by the Joint Apprenticeship Committee and also dismissed from the service of Employer pursuant to the Rules and Standards of the Joint Apprenticeship Committee.

Section 12.17. Certification. When the Joint Apprenticeship Committee has examined and passed on the qualifications of an apprentice to be a journeyman, it shall so certify in writing to the Local No. 73.

Section 12.18. Apprentice Wage Rate. The rate of wages for apprentices will be in accordance with Schedule C hereof.

Section 12.19. Administration. The Joint Apprenticeship Committee shall conduct its meetings and transact all the business in connection with the Apprenticeship Rules in the same manner as otherwise provided for in this Agreement. Between meetings of the Committee routine matters may be handled by the Chairman, Coordinator or Secretary of the Joint Apprenticeship Committee, acting jointly, and their action shall be subject to approval or revision by the Joint Apprenticeship Committee.

Section 12.20. Apprentice Rule Changes. These Apprentice rules shall not be amended, altered or suspended except by two-thirds vote of the Joint Apprenticeship Committee and ratification by the Joint Arbitration Board.

Section 12.21. Apprenticeship Committee Expenses. The expenses incurred by the Joint Apprenticeship Committee in carrying out the provisions of this Agreement with relationship to apprentices shall be borne by the Sheet Metal Workers' Local No. 73 Apprentice and Journeymen's Training Fund.

Section 12.22. Coordinator of Apprenticeship. The Apprenticeship Program shall be administered by a Coordinator of Apprenticeship and the Joint Apprenticeship Committee under the direction and control of the Joint Arbitration Board. The Coordinator shall be selected by the Trustees of the Sheet Metal Workers' Local No. 73 Apprentice and Journeymen's Training Fund.

Section 12.23. Concentrated Training. The parties have agreed to a Concentrated Training Program and the Joint Apprenticeship Committee has the authority to adopt and implement that program.

Section 12.24. Scholarship Loan Agreement. It is the understanding of the parties to this Agreement that the funds contributed by signatory Employers to the International Training Institute and Local No. 73 Apprentice and Journeymen's Training Fund will not be used to train apprentices or journeymen who will be employed by employers in the Sheet Metal Industry not signatory to a collective bargaining agreement providing for contributions to the International Training Institute and the Local No. 73 Apprentice and Journey-men's Training Fund. Therefore, the trustees of the International Training Institute and the Local No. 73 Apprentice and Journeymen's Training Fund shall adopt and implement a Scholarship Loan Agreement Program which will require apprentices and journeymen employed by signatory Employers to repay the cost of training either by service following training within the union sector of the industry or by actual repayment of the cost of training if the individual goes to work for a non-signatory Employer in the Sheet Metal Industry. The cost of training shall include the reasonable value of all International Training Institute and the Local No. 73 Apprentice and Journeymen's Training Fund materials, facilities and personnel utilized in training. If a Local JATC does not implement the Scholarship Loan Agreement, the Local JATC shall be prohibited from utilizing International Training Institute materials and programs.

Section 12.25. Probationary Apprentice. The Joint Apprenticeship Committee has adopted a Probationary Apprentice Program. The Probationary Apprentice Program will be supervised by the Joint Apprenticeship Training Committee.

A. Probationary Apprentices will be selected from the list of apprentice applicants maintained by the Joint Apprenticeship Training Committee ("JATC"). Probationary Apprentices will be selected in accordance with the same ranking system utilized by the JATC for purposes of selecting apprentices.

B. No Probationary Apprentice shall perform work on any job unless he or she is under the direct supervision of a journeyman sheet metal worker/supervisor, nor shall he or she be assigned by his employer to work on a job in the jurisdiction of another local union.

C. The following are the ratios which will be maintained in the assignment of Probationary Apprentices. Initially, no contractor may employ a Probationary Apprentice unless he employs at least one apprentice. The remaining employment ratios will be maintained:

i. One (1) apprentice and one (l) Probationary Apprentice;

ii. Three (3) apprentices and two (2) Probationary Apprentices;

iii. Thereafter, one (1) Probationary Apprentice may be assigned for each additional three (3) apprentices employed by the contractor.

It is understood that the Apprentice/Probationary Apprentice ratios will be maintained by each contractor employing Probationary Apprentices. Thus, if the number of apprentices at a contractor decreases, the number of Probationary Apprentices must decrease as well, so that the above-mentioned ratios are maintained.

D. Probationary Apprentices will be paid at a rate of forty percent (40%) of the Journeyman's wage rate (as defined in the attached Wage Rate and Benefit Schedule). All overtime to Probationary Apprentices will be paid at overtime rates as per the Bargaining Agreement. Each contractor will determine what other benefits, if any, will be provided to Probationary Apprentices. No fringe contributions to Pension, Savings, Annuity, Journeymen Organizing, Apprentice Organizing and Education Fund, International Training Institute, National Pension Fund, Industry Fund and LMCC. Thereafter, the Joint Apprenticeship Training Committee shall annually review the status of the probationary apprentice wage and make recommendations to the Joint Arbitration Board for adjustments.

E. In addition to wages each contractor will pay $1.00 per hour of every hour of work by a Probationary Apprentice to the Welfare Fund.

F. Probationary Apprentices will work no more than one year as a Probationary Apprentice for a contractor(s).

Section 12.26. Apprentice Safety Training. All apprentices shall be required to attend a thirty hour safety course on OSHA both at the beginning of their indentured apprenticeship course work and not more than six months prior to the end of their course work at the Apprentice School.

Section 12.27. Job-Site/Shop Flexibility. Flexibility with regard to the use of apprentice and probationary apprentices per job site or shop location is as follows:

- For the first six (6) apprentices that a contractor employs, a one (1) to one (1) journeyman to apprentice ratio may be used in the shop and/or at a specific job location(s), thereafter a two (2) to one (1) journeyman to apprentice in training ratio will be in effect.

- A companywide journeyman to apprentice ratio will be maintained as per section 12.15 Apprentice Ratio.

Section 12.28. **Apprentice Contributions on Illinois Prevailing Wage Projects.** Fringe benefit contributions on hours worked by apprentices on projects covered by the Illinois Prevailing Wage Act should be paid in the amounts due for a Journeyman on Schedule A only if and to the extent required by the Illinois Prevailing Wage Act on or after July 1, 2026. In all other instances, fringe benefit contributions should be paid to the Funds for each hour worked by an apprentice in the amounts due for Schedule C for each hour worked.

ARTICLE XIII
GENERAL CONDITIONS

Section 13.1. Work, No Limitation. There shall be no limitation as to the amount of work a man shall perform during his working day.

Section 13.2. Tools, No Restrictions. There shall be no restriction of the use of machinery, tools or appliances.

Section 13.3. Employment of Apprentices. The employment of apprentices shall not be prohibited as long as the Employer remains qualified to train apprentices. The Joint Apprenticeship Committee is to be the sole judge of said Employer qualification. No apprentice shall perform work on any job unless he is under the direct supervision of a qualified journeyman sheet metal worker, nor shall he be assigned by his employer to work on a job in the jurisdiction of another local union.

Section 13.4. Supervision. Foreman, General Foreman and Superintendents shall be agents of the Employer.

Section 13.5. Workers' Right. The worker is at liberty to work for whomever he or she sees fit, but he or she shall demand and receive the hourly wage rate and fringe benefits agreed upon by the Joint Arbitration Board in this trade under all circumstances.

Section 13.6. Employer's Right. The Employer or his agents are at liberty to employ and discharge whomever they see fit. See Sec. 13.19.

Section 13.7. Small Task Assignments. In the interest of economy, and at the discretion of the Employer, all small tasks covered by this Agreement may be done by workmen, or laborers of other trades, if mechanics or apprentices of this trade are not on the building or job, but the said small tasks are not to be of longer duration than one-half hour in any one day.

Section 13.8. Conflict with Agreement. The parties hereto shall not pass or enforce bylaws or working rules conflicting with this Agreement.

Section 13.9. Accidents. The Foreman shall report to the Union and to the Employer any serious accident which may occur upon the work.

Section 13.10. Agreement Execution. There shall be individual signing of agreements by all contractors except those contractors listed as members of SMACNA Greater Chicago which is designated as bargaining agent for the industry. In the event a contractor resigns his membership in the Association, the Union shall be notified immediately. Obtaining membership in the aforementioned Contractor Association does in no way guarantee an agreement with the Union.

Section 13.11. Shop Fabrication Requirement. All employers within the bargaining unit who are bound by this Agreement must maintain a shop and fabricate all items installed on the jobs that fall within the jurisdictional boundaries of Local No. 73, except as otherwise agreed with relation to any particular job. Items listed in this Agreement, Article VIII, Section 8.3 are not governed by this section. Subject to the prior approval of the union, contractors engaged only in the installation of specialty items such as decking, siding, lockers, shelving, kitchen equipment, convector covers, cooling towers, and work strictly limited to testing and balancing only, shall not be required to maintain a fabrication shop.

Section 13.12. High Pay. Where employees are required to work from boatswain chairs, trusses, frames, ladders, scaffolds not attached to structures, and mechanical lifts, at a distance of forty (40) feet or more from the ground or floor level, they shall receive one dollar ($1.00) per hour above the regular hourly rate.

Section 13.13. Bad Checks. Where an employee receives a check from an Employer and the employee cashes or deposits said check and it is returned by the bank marked N.S.F. or Account Closed, the Employer shall pay a penalty of $75.00 to the employee who received such check.

Section 13.14. Parking Fees. Employees assigned to all job sites located in areas where parking fees are required shall be reimbursed for parking fees for their first and last day on such job sites. This shall not apply where the next job site is less than one-quarter (¼) mile away.

Section 13.15. Eight (8) Floors Restriction. Under no circumstances shall a man be required to walk up more than eight (8) floors to get to his work place. Where Employer has no control Article VIII, Section 8.9 shall apply.

Section 13.16. Work Stoppage. The Officials of the Union shall take its members and apprentices from the work of the Employer under the following conditions:

A. To collect wages due its members.

B. To collect contributions and penalties to the Welfare, Pension and Apprentice and Journeymen's

Training Fund, Annuity Plan, Organizing, Apprentice Organizing and Education Fund, Savings Plan Industry Fund and LMCC due under the provisions of this Agreement.

C. Where the Employer has failed to obtain the prior approval of the Union where required.

D. For failure of the Employer to guarantee Wages and Welfare, Pension and Apprentice and Journeymen's Training Fund, Annuity Plan, Organizing, Apprentice Organizing and Education Fund, Savings, Industry Fund Plan and LMCC contributions required by this Agreement.

E. For failure of the Employer to maintain the statutory limit of Workers' Compensation Insurance.

F. For failure of the Employer to contribute under the Unemployment Compensation Act.

G. For failure of the Employer to pay Social Security (F.I.C.A.) tax on each employee.

H. For failure of an Employer to sign this Agreement.

Section 13.17. Owners Handling Tools. No owner-employee who is not a member of International Association of Sheet Metal, Air, Rail and Transportation (SMART) No. 73 and employed by a firm, corporation or individual proprietorship shall be allowed to handle tools on outside work. Only one owner-employee who is not a member of the Union may handle tools in the shop, only during regular working hours and with at least one (l) journeyman sheet metal worker employed in the shop at the time. An owner-member of the Union may handle tools on outside work or in the shop subject to the terms of Section 8.10 of this Agreement.

Section 13.18. **Owner-Member-Immediate Family Contribution.** On behalf of a member of the Union who has an equity ownership interest in the Employer (an "owner-member") and any members of the Union who are the spouse or children (including any adopted children or stepchildren) of an owner-member and employed by the Employer (such spouse or child, an "immediate family member"), the Employer shall contribute to all of the fringe benefit programs referenced below for any month in which the owner-member or immediate family member, as the case may be, is employed by the Employer as if the owner-member or immediate family member worked 160 hours in such month, whether or not the owner-member or immediate family member is working with the tools of the trade in their employment with the Employer. Notwithstanding the foregoing and except with respect to the National Pension Fund, the contribution obligation in this section shall cease with respect to any owner-member or immediate family member upon the owner-member or immediate family member commencing the receipt of retirement benefits from the Pension Fund unless that owner-member or immediate family member engages in work with the tools of the trade. Contributions shall be made on any owner-member and/or immediate family member who engages in any work listed in Article 1, Sections 1.1 and Section 1.2 of this Agreement at the rate of 160 hours for each month in which such work is performed regardless of the receipt of retirement benefits from the Pension Fund. The fringe benefit programs referenced in this section are the Pension Fund, the Welfare Fund, the Apprentice and Journeymen's Training Fund, the Savings Plan, the Annuity Fund, the Building Fund, the Organizing, Apprentice Organizing and Education Fund, the Industry Fund, LMCC, the National Pension Fund and the International Training Institute.

Section 13.19. Stewards. Whenever two (2) or more journeymen members of the Union are working together in the shop, the Union and the Employer shall jointly select one (1) man as Steward. In the field, Stewards are appointed by the Union. The Steward shall be given a reasonable time during working hours to perform his duties as Steward. The Steward shall not be discharged or replaced except for termination of the work at the job site for the Job Site Steward, within 30 days of a bona fide change of ownership for the Shop Steward, or for any steward at any time for sufficient reasons. (For the purpose of this Agreement, the term "bona fide change of controlling ownership" does not include transfers among family members or to trusts that benefit family members.) In the event the Steward is discharged for reason, prior notification shall be given to the

Union and Employer and the matter adjusted between the parties involved.

Section 13.20. Business Agent. The Officers (full time) or Business Agents of the Union shall at all times have the privilege, during working hours, to enter any employer's shop or to go on any jobs to transact whatever business he may have to perform, but they shall in no way interfere with the progress of the work.

Section 13.21. Labor-Management Meetings. The parties have agreed to mandatory quarterly meetings of representatives of the Association and the Union to discuss industry issues.

Section 13.22. Safety Training. The Union will host voluntary OSHA thirty-hour safety course up to two times a year.

Section 13.23. Architectural Trainees. The Union shall require architectural trainees to attend evening training classes. All cost and expense of such training whatsoever shall be borne solely by the Apprentice and Journeymen Training Fund.

Section 13.24. Dues Check Off. The Employers agree to implement a dues check off with respect to Local No. 73 Union dues, if requested by the Union. The dues check off must comply with all applicable laws. The Union agrees to indemnify the Employer for any claims, losses or attorney's fees incurred in relation to the dues check off.

ARTICLE XIV
JOINT CONFERENCE BOARD

Section 14.1. General. A Joint Conference Board has been created by agreement between the Construction Employers' Association of Chicago and the Building Trades Council of Chicago. It is hereby agreed by the parties to this Agreement that they will recognize the authority of said Joint Conference Board and that its decision shall be final and binding upon them.

Section 14.2. Settlement Procedure. In cases of jurisdictional or other disputes between the Sheet Metal Workers' Local No. 73 and a union member of the same International Association, the matter in dispute shall be settled in the manner set forth by their International Constitution, but there shall be no abandonment of the work pending such settlement.

Section 14.3. Appeals. All decisions of the Joint Conference Board upon questions of jurisdiction over work shall be subject to appeal of the National Board of Jurisdictional Awards, but the decisions of the Joint Conference Board shall be final and binding until such time as the National Board for Jurisdictional Awards shall thereafter make its decision.

Section 14.4. Arbitration. All disputes must be arbitrated and the decision of the Arbiters shall be final and binding upon the parties hereto. There shall be no abandonment of work during such arbitration.

ARTICLE XV
GUARANTEES

Section 15.1. Contribution Guarantees. All Employers, parties to this Agreement, shall guarantee wages, Welfare, Pension, Annuity Plan, Organizing, Apprentice Organizing and Education Fund, Savings Plan and Apprentice and Journeymen's Training Fund, Industry Fund and LMCC contributions in the following manner:

Section 15.2. Surety Bond. Each employer shall procure and maintain, at his own expense, a Surety Bond in the principal sum designated below to guarantee payment of wages and Pension, Welfare, Savings Plan, Apprentice and Journeymen's Training Fund, Annuity Plan, Organizing, Apprentice Organizing and Education Fund, the International Training Institute, Industry Fund and LMCC contributions, assessments and fines during the term of this Agreement:

Number of Employees	Principal Bond Sum
1 - 3	$ 15,000.00
4 - 6	$ 30,000.00
7 - 9	$ 52,500.00
10 - 14	$ 75,000.00
15 - 20	$105,000.00
21 - 30	$150,000.00
31 - 40	$210,000.00
41 - 50	$270,000.00
51 - 60	$330,000.00
61 - 75	$390,000.00
76 & Over	$450,000.00

The Joint Arbitration Board may amend this schedule once per year by mutual agreement. The Joint Arbitration Board may also require increased Bonds or other security in individual cases.

Section 15.3. Surety Bond Application. The form of application and their terms of said Surety Bond shall be made on a standard basis as determined by the Joint Arbitration Board. In lieu of a bond, the Joint Arbitration Board is authorized to provide for a Letter of Credit or an Escrow Agreement for the amount of the Surety Bond required and in a form acceptable to the Joint Arbitration Board.

Section 15.4. Surety Bond Certification. Each Employer shall certify to the Joint Arbitration Board, on forms approved by the Joint Arbitration Board, attesting to the procurement of the Surety Bond, Letter of Credit or Escrow Agreement required in Section 15.2 above. An original or certified copy of the Surety Bond, Letter of Credit or Escrow Agreement shall be in the hands of the Joint Arbitration Board within sixty (60) days after the effective date of this Agreement. Any employer who becomes subject to this Agreement by executing a supplemental agreement shall file a certified or original copy of the Surety Bond, Letter of Credit or Escrow Agreement with the Joint Arbitration Board before he can employ members of Local No. 73.

Section 15.5. Workers' Compensation. Every Employer who shall come within the provisions of Section 3 of the Workers Compensation Act of Illinois or who shall have elected to provide for any pay the compensation provided for in said Act, must insure his entire liability to pay such compensation by some insurance carrier authorized, licensed or permitted to do such business in the State of Illinois. Each Employer shall file with the Union a certificate of such insurance containing no less than a ten day notice of cancellation.

Section 15.6. Unemployment Compensation. In order to insure all employees covered by this Agreement against the hazards of unemployment resulting through no fault of their own, it is agreed that all Employers not already required to pay contributions under said Unemployment Compensation Act, shall hereby waive any objections so to do and take such steps as shall be required to become liable for the payment of contributions thereunder in the manner provided by the aforesaid Act, and regulations promulgated pursuant thereto.

ARTICLE XVI
VALIDITY

Section 16.1. Signing Agreement. It is understood that a condition of this Agreement is that all Employers of Local No. 73 members shall sign this Standard Form of Union Agreement and all Supplemental Agreements.

Section 16.2. Savings Clause Agreement. Any provision of this Agreement which is contrary to any valid applicable local, State or Federal law shall not be effective nor shall the invalidity of any part of the Agreement affect the remaining part hereof.

Section 16.3. Gender. The use of masculine (feminine) gender shall be understood to include both masculine and feminine genders.

ARTICLE XVII
METROPOLITAN CHICAGOLAND SHEET METAL INDUSTRY FUND

Section 17.1. General. The Employer has established a Trust Fund known as the Metropolitan Chicagoland Sheet Metal Industry Fund which Trust Fund is used to establish and conduct educational programs for the (1) General Public, (2) Employer Member, (3) Employee Members, and (4) Others with respect to new techniques and ideas and methods which will improve the Industry and increase the contribution that the Industry and its employees can make to the community and to carry out such other purposes as may be set forth in the Agreement and Declaration of Trust executed by said Metropolitan Chicagoland Sheet Metal Industry Fund and the Trustees of the Industry Fund with the purpose and intent to promote, support and improve the employment opportunities for the employees of such employer.

Section 17.2. Contribution. The Employer shall pay to the Metropolitan Chicagoland Sheet Metal Industry Fund, and the Industry Fund of the United States, c/o 4530 Roosevelt Road, Hillside, Illinois 60162-2053 an amount as specified in Schedules A, B and C attached hereto and made a part hereof, applicable to all hours worked by all members and apprentices of Local No. 73 employed by the Employer covered by this Agreement. Such payments shall be made monthly and directly to said Fund on or before the 20th day of the succeeding month.

The contributions are to be stated on forms provided by the Fund or other acceptable forms.

In the event the Industry Fund contribution remains unpaid on the thirtieth (30th) day of the month in which it is required to be filed, an additional charge of fifteen percent (15%) of the amount of the contributions due must be paid.

Section 17.3. Reporting. The Metropolitan Chicagoland Sheet Metal Industry Fund shall submit to the Sheet Metal Workers' International Association, Local No. 73, not less often than semiannually written reports describing accurately and in reasonable detail the nature of activities in which it is engaged or which it supports directly or indirectly with any of its funds. One time per year, the Metropolitan Chicagoland Sheet Metal Industry Fund shall include in such written report a financial statement attested to by a certified public accountant containing its balance sheet and detailed statement of annual receipts and disbursements. Further specific detailed information in regard to the Metropolitan Chicagoland Sheet Metal Industry Fund activities or its receipts and/or expenditures shall be furnished to the International Association of Sheet Metal, Air, Rail and Transportation (SMART), Local No. 73 upon written request.

ARTICLE XVIII
NATIONAL BENEFIT FUNDS

Section 18.1. National Pension Fund. The Trust is lawful and is qualified under all applicable laws and specifically, Section 302(c)(5) of the Labor Management Relations Act of 1947, as amended, and the Trust has been approved under applicable provisions of the Internal Revenue Code so that all contributions by the Employer to said fund will be fully deductible for federal income tax purposes.

The National Pension Fund contributions shall be paid monthly up to and including the last payroll date in each and every calendar month on or before the 20th of the following month. The contributions are to be stated on forms provided by the International Association of Sheet Metal, Air, Rail and Transportation (SMART) National Pension Fund or other acceptable forms.

The Employer in no way guarantees the payment of any benefits provided under the Plan or the solvency of the Fund. The Employer's sole obligation and liability shall be limited to making monthly contributions to the Fund as herein provided. Furthermore, the Employer shall not be liable for any fund deficiency within the meaning of the Employee Retirement Income Security Act of 1974, as amended. If an Employer is required to pay any amount regardless of the nature or source (including, but not limited to, additional contributions, contribution surcharges, excise taxes, any amounts required under Internal Revenue Code Section 432 or any other amount) relating in any way to the National Pension Fund other than the contributions set forth in Schedules A, B and C, damages set forth under section 502(g)(2) of ERISA, or multiemployer pension plan withdrawal liability required by 29 U.S.C. Section 1001 et. seq., the package shall be reduced or reallocated so as to make the Employer whole.

In the event the Pension Fund contributions remain unpaid on the 20th day of the month they are due, an additional charge of fifteen percent (15%) of the amount of the contribution due must be paid.

Every Employer shall make available to the National Pension Fund any and all records of the covered employees that the National Pension Fund may require in connection with the sound and efficient operation of the Pension Fund.

Employers will contribute to the National Pension Fund for the Sheet Metal and Air Conditioning industry in accordance with Schedules A, B and C for each hour worked by all employees of the Employer covered by this Agreement.

For the term of this Agreement, the Parties to this Agreement have adopted National Pension Fund's First Alternative Option under the 2019 Funding Improvement Plan as in effect when the Collective Bargaining Agreement is entered into and as amended from time to time. The Employer will contribute to the Sheet Metal Workers National Pension Fund at the hourly Contribution Rates set forth in this Agreement, and in accordance with the First Alternative Option and National Pension Fund's Trust Document. The First Alternative Option and the National Pension Fund Trust Document are incorporated into this Agreement and form a part of this Agreement.

The Employer's Contribution Rate to the National Pension Fund will be increased by the date and in the amount required in the First Alternative Option, no later than the first

(1st) day of June 2021 and the first (1st) day of such month in each succeeding calendar year. In no event may this date, notwithstanding any other term of the Agreement, be later than the date specified in the First Alternative Option. The parties further agree that any increase in contributions that is required by the First Alternative Option shall be allocated from the existing package.

Section 18.2. International Training Funds. Effective as of the date of this Agreement, the Employer shall contribute to the International Training Institute for the Sheet Metal and Air Conditioning Industry (ITI), National Energy Management Institute Committee (NEMIC), and Sheet Metal Occupational Health Institute Trust (SMOHIT) the hourly contribution rates in accordance with Schedules A, B and C for each hour worked by all employees of the Employer covered by this Agreement. Payments shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the ITI, NEMIC or SMOHIT, or, for purposes of collection and transmittal electronically. Contributions to SMOHIT shall cease when the Institute Trustees determine that the Trust is financially self-sufficient.

The parties recognize that the National Funds can receive and process contribution reports and remittances electronically. The parties agree to encourage employers to utilize the electronic reporting and remittance system.

The parties agree to be bound by, and act in accordance with, the respective Plan Documents, Agreements and Declarations of Trusts and/or Trust Documents establishing or governing the International Training Institute for the Sheet Metal and Air Conditioning Industry, the National Energy Management Institute Committee, the Sheet Metal Occupational Health Institute Trust, and the Industry Fund of the United States.

ARTICLE XIX
MANAGEMENT RIGHTS

The Employer shall retain the sole right to manage his business and direct his work force; to supervise the work of his employees in scheduling all construction work; to judge the satisfactory performance of his employees without discrimination and to select and utilize tools and fabricating equipment in the shop and on the job site.

To maintain order and efficiency on the job site including the right to hire, discharge, assign, transfer and direct his work force.

To determine the number of hours worked in the shop and field; to determine the starting and quitting time of the employees; subject to regulations and restrictions imposed in this Agreement; to reserve the sole right to schedule the shipment of all goods which are covered by this Agreement, subject to such regulations and restrictions governing the exercise of these rights as are expressly provided in this Agreement.

ARTICLE XX
LABOR MANAGEMENT COOPERATIVE COMMITTEE (LMCC)

SMACNA Greater Chicago and the Union are committed to promoting productive and cooperative Labor-Management relations. In furtherance of this goal, the parties agree to participate in a Labor-Management Cooperation Fund, under authority of, and for the purposes stated in, Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. §175(a). The parties intend this arrangement to comply with Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. §186(c)(9).

Representative of SMACNA Greater Chicago and the Union shall meet and adopt a Trust Agreement which establishes the operation and structure of the Fund. Among the operations the Trustees of the L M C C may implement in their discretion is a self-funded bonding pro gram. All questions concerning the Fund's operation and structure shall be resolved exclusively as set forth in the

Trust Agreement as interpreted by the Trustees, including the terms of any self-funded bonding program. Disputes arising under the Trust Agreement shall not be subject to the grievance arbitration mechanism outlined herein. This exception shall not apply to rights or duties which are established pursuant to the instant Agreement, which remains arbitrable, as specified herein.

ARTICLE XXI
NON-DISCRIMINATION

The Employer and the Union agree to provide an opportunity for equal employment regardless of race, sex, color, creed, national origin, marital status, age, veteran or handicap status as those terms are defined by law.

ARTICLE XXII
POLITICAL ACTION CHECK-OFF

The Employer shall deduct five cents ($0.05) per hour for each hour worked from wages of employees who are members of the Union, provided no such deduction shall be made from the wages of any employee who has not executed and delivered to the Employer his revocable written authorization for such deduction. This deduction is to be remitted monthly together with a report stating the number of hours worked by each employee and the Union shall deposit said monies in an account designated as the International Association of Sheet Metal, Air, Rail and Transportation (SMART), Local No. 73 Political Action Committee Fund.

Said Committee will forward an amount (presently $0.03 per hour) to the Sheet Metal Workers' International Association Political Action League Fund. There is no retroactivity to this Article of the contract. The effective date for deductions shall be the date as reflected on the authorization card signed by the member and provided by the Union.

In the event that deduction to the Political Action Committee Fund remains unpaid on the thirtieth day of the month following the month to be reported on, an additional charge of fifteen percent (15%) of the amount of the deduction due must be paid.

The employer shall make available to the Union any and all records of the covered employees that the Union may require in connection with the sound and efficient operation of the Fund.

ARTICLE XXIII
SERVICE SPECIALIST AGREEMENT

A Service Specialist Agreement has been entered into between the parties to this Agreement and ratified by the membership. The parties agreed to jointly author a service addendum to go into effect July l, l994. The Agreement covers scope of work, wages and employment ratios for residential, commercial, and journeyman service specialists. The agreed upon addendum shall be deemed a part of this agreement.

ARTICLE XXIV
TERM

This Agreement is entered into this 1st day of June, 2026 between SMACNA Greater Chicago and each business establishment individually, whether represented by a contractor association or not, hereinafter referred to as the Employer, and Local No. 73, International Association of Sheet Metal, Air, Rail and Transportation (SMART) hereinafter referred to as the Union for Lake and Cook Counties, Illinois.

By the execution of this Agreement, the Employer authorizes SMACNA Greater Chicago to act as the collective bargaining representative for all matters relating to this Agreement. The parties agree that the Employer will be hereafter 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 ninety (90) days prior to the then current expiration date of this Agreement.

This Agreement and Addenda attached hereto shall become effective on the 1st day of June, 2026, and remain in full force and effect until the end of the 31st day of May 2029 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.

IN WITNESS WHEREOF, the parties hereto affix their signatures and seal this 1st day of June 2026.

SMACNA Greater Chicago	INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL AND TRANSPORTATION (SMART) LOCAL NO. 73
s/Tom Coonan	s/Raymond Suggs

POLICY STATEMENTS

I. It is the joint policy of the parties to this Agreement to encourage all sheet metal workers, in the interest of their personal safety and well-being, to voluntarily participate in OSHA and HAZCOM training.

II. Joint Substance Abuse Policy

Section 1. Policy Statement. The parties to this agreement recognize that substance abuse is a major national concern and that reducing substance abuse in the workplace will improve the safety, health, well-being and productivity of sheet metal workers at all levels of employment. To those ends, individuals with substance abuse problems must be identified and encouraged to participate in proper treatment.

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

A. Use, possession, manufacture, distribution, dispensation, or sale of alcohol or illegal drugs on company premises or while on company business, or while in a company supplied vehicle.

B. Storing in a locker, desk, or other repository on company premises or jobsite, any alcohol or controlled substance whose use is unauthorized.

C. Being under the influence of alcohol or a controlled substance on company premises or jobsite, or while on company business, or while in a company supplied vehicle.

D. Any possession, use, manufacture, distribution, dispensation, or sale of alcohol or of illegal drugs that adversely affects the individual's work performance, his own or others' safety at work.

E. Failure to adhere to the requirements of an approved alcohol or drug treatment or counseling program in which the employee is enrolled.

Section 3. Prescribed and Over-the-Counter Medication. A sheet metal worker using prescribed medication, which according to the prescribing physician may impair his/her physical or mental ability, or using an over-the-counter medication that warns of similar impairment, must report such usage to his/her immediate supervisor in order to determine if a job reassignment is warranted.

Section 4. Substance Testing. Substance testing is warranted under any one of four (4) conditions. These are pre-employment screening (see Section 6 of Policy Statement), probable cause, work opportunity mandated testing and random testing. Probable cause may be indicated in a variety of situations, including but not limited to, an individual's involvement in an on-the-job accident involving fatality, serious bodily injury, or substantial property damage.

Section 5. General Provisions. Certain circumstances support substance testing as a warranted vehicle for determining possible impairment and/or a propensity for substance abuse. These include:

1. Pre-employment screening.
2. Probable cause.
3. Work opportunity mandated testing.
4. Random testing/Drug Free Workplace.

Whenever testing is utilized, it shall be accomplished through dignified and humane procedures insuring complete confidentiality of specimen custody and test results. The individual being tested, and EAP shall have access to the test results. When applicable, the sheet metal employer shall be notified of the positive or negative results, only.

For all testing, tests shall be conducted by qualified and accredited laboratories which comply with the Scientific and Technical Guidelines for Federal Drug Testing Programs and the Standards for Certification of Laboratories Engaged in Urine Drug Testing for Federal Agencies issued by the Alcohol, Drug Abuse and Mental Health Administration of the United States Department of Health and Human Services, or standards established by the applicable State having jurisdiction, whichever are the more stringent; maintain high quality control procedures; and, follow manufacturer's protocols. All initial positive tests shall be subject to a confirmation assay, such as a Gas Chromatography with Mass Spectrometry (GC/MS). The levels of detected substances for determining positive results shall be those established as legitimate by the Alcohol, Drug Abuse and Mental Health Administration of the United States Department of Health and Human Services, or those established by the State having jurisdiction, whichever are the more stringent.

Marijuana/Cannabis shall not be included in any testing under this policy unless a test for Marijuana/Cannabis is required to work on a particular jobsite.

Section 6. Pre-Employment Screening. The screening of new prospective employees may be implemented to ascertain whether an applicant is capable of safely performing the duties of and meeting the prerequisites for the employment proffered. Therefore, pre-employment drug/alcohol testing of applicants for the sheet metal positions covered by the terms of this collective bargaining agreement may screen out those with a substance abuse.

Employers requiring pre-employment drug screening will pay for all costs of the test, wages and fringes for union members for a minimum of 2 hours or the actual time required.

Section 7. Probable Cause. Substance testing may be implemented when there is "probable cause". Probable cause shall be defined as those circumstances, based on objective evidence about the employee's conduct in the workplace, that would cause a reasonable person to believe that the employee is demonstrating signs of impairment due to alcohol or drugs. Examples of objective evidence include, when an employee shows signs of impairment such as difficulty in maintaining balance, slurred speech, erratic or atypical behavior, or otherwise appears unable to perform his/her job in a safe manner.

Section 8. Work Opportunity Mandated Testing. In all situations where an employer is required to agree to a testing program in order to qualify as a bidder on the project, testing may be required, but only if performed in accordance with these standards and applied uniformly to all personnel having access to the work-place. There shall be no discrimination against any employee who refuses a job assignment to a project that has alcohol/ drug testing.

Section 9. Drug Free Workplace with Random Testing. The parties have agreed to a mandatory Drug Free Workplace testing program which is expressly incorporated herein. The Drug Free Workplace Program is intended to supplement the terms hereof and shall not diminish any rights of an Employer hereunder.

Section 10. Alcohol/substance abuse is recognized as treatable. The desired result is rehabilitation. The preferred procedure is rehabilitation. The preferred procedure is through referral to a locally operated industry Employee Assistance Program (EAP). The EAP should provide employee and supervisor educational programming, individual and family counseling, as well as treatment referral services. Workplace problems arising out of an employee's relationship with substance abuse may warrant a variety of management responses, including referral for treatment, testing, disciplinary action, or even termination of employment.

The employer will bear the cost of all employer mandated testing.

The employer agrees to hold the union harmless and to bear any expenses incurred by the union in defending litigation arising out of the employer's activities in carrying out the drug testing program.

III. SMACNA Greater Chicago Policy Regarding Direct Bidding of Sheet Metal Work

Whereas the customary system of having the mechanical contractor as a prime subcontractor and the sheet metal contractor as a sub-subcontractor originated years ago because the primary method of heating our buildings by boilers and steam and hot water systems involved large amounts of piping work, and

Whereas modern technology has changed the industry so that now the primary systems in our buildings are sophisticated heating, ventilating and air conditioning systems which require large amounts of duct work and air handling units, and

Whereas, the sheet metal contractor, who is the primary air handling contractor, is most qualified by reason of training and experience to have direct responsibility to the general contractor, and Whereas the ratio on commercial HVAC jobs may have a ductwork to piping breakdown between 80% and 20%, and

Whereas direct bidding reduces costs to the construction purchaser, provides better control by general contractors of HVAC work which is the major part of the work, eliminates the third party in the payment process from the general contractor, and

Whereas mechanical contractors who have their own sheet metal shops and perform the sheet metal work with their own forces are already providing the benefits of a direct sheet metal bid, so therefore

Be It Resolved, that SMACNA Greater Chicago encourages the concept of direct bidding whenever appropriate and practical on jobs where the ductwork/air handling outweighs the piping work and that the sheet metal contractor should be a prime subcontractor to the general contractor.

CONDITIONS LISTED BELOW ARE IN EFFECT REGARDING FOREMAN, GENERAL FOREMAN AND SUPERINTENDENT

Wages. The rate of wages for Foreman, General Foreman and Superintendent shall be in accordance with Schedules A, B and C and are minimum rates.

FOREMAN

A Foreman shall be required on any job site where there are from four (4) to twelve (12) men working together. The Foreman shall be a member of the Union in good standing. He shall be subject to the terms of this Agreement. Foreman wage is 10% over scale.

GENERAL FOREMAN

A General Foreman shall be required on any job site where there are two (2) Foremen or twenty-five (25) men. The General Foreman shall be a member of the Union in good standing. He shall be selected by and be the Agent of the Employer. He shall be subject to the terms of this Agreement. General Foreman wage is 11% over Scale.

SUPERINTENDENT

Where a Superintendent is employed, he shall be a member of the Union in good standing. He shall be selected by and be the Agent of the Employer. He shall be subject to the terms of this Agreement. Superintendent wage is 13% over scale.

WAGE RATE AND FRINGE BENEFIT SCHEDULE INTERNATIONAL
ASSOCIATION OF SHEET METAL, AIR, RAIL AND
TRANSPORTATION WORKERS, LOCAL NO. 73
AND
SMACNA GREATER CHICAGO
EFFECTIVE JULY 1, 2026 THROUGH MAY 31, 2027

JOURNEYMAN TAXABLE WAGE RATE-SCHEDULE A		
07-01-26	Wage	$56.85
	Time and One Half	$85.28
	Double Time	$113.70
(DEDUCTIONS)	Savings Plan	(1.50)
	Organizing/Education	(0.54)
	Per Capita Tax	(0.22)
****	Working Assessment	(1.59) - ON THE FIRST FORTY (40) HOURS PER WEEK

JOURNEYMAN FRINGE BENEFITS

LOCAL PENSION	ANNUITY FUND	APPRENTICE TRAINING FUND	ITI NTF FUND	WELFARE FUND	INDUSTRY FUND	NATIONAL PENSION	LMCC
9.26	14.03	1.25	.22	17.81	.56	5.91	0.38

FOREMNAN TAXABLE WAGE RATE-SCHEDULE A		
07-01-26	Wage	$62.54
	Time and One Half	$93.81
	Double Time	$125.08
(DEDUCTIONS)	Savings Plan	(1.50)
	Organizing/Education	(0.54)
	Per Capita Tax	(0.22)
****	Working Assessment	(1.59) - ON THE FIRST FORTY (40) HOURS PER WEEK

FOREMAN FRINGE BENEFITS

LOCAL PENSION	ANNUITY FUND	APPRENTICE TRAINING FUND	ITI NTF FUND	WELFARE FUND	INDUSTRY FUND	NATIONAL PENSION	LMCC
9.26	14.03	1.25	.22	17.81	.56	5.91	0.38

Wage is 10% over scale____

GENERAL FOREMAN TAXABLE WAGE RATE-SCHEDULE A		
07-01-26	Wage	$63.10
	Time and One Half	$94.65
	Double Time	$126.20
(DEDUCTIONS)	Savings Plan	(1.50)
	Organizing/Education	(0.54)
	Per Capita Tax	(0.22)
****	Working Assessment	(1.59) - ON THE FIRST FORTY (40) HOURS PER WEEK

GENERAL FOREMAN FRINGE BENEFITS

LOCAL PENSION	ANNUITY FUND	APPRENTICE TRAINING FUND	ITI NTF FUND	WELFARE FUND	INDUSTRY FUND	NATIONAL PENSION	LMCC
9.26	14.03	1.25	.22	17.81	.56	5.91	0.38

The General Foreman category applies to all shop foreman, regardless of number of men up to 25

Wage is 11% over scale

SUPERINTENDENT TAXABLE WAGE RATE-SCHEDULE A		
07-01-26	Wage	$64.24
	Time and One Half	$96.36
	Double Time	$128.48
(DEDUCTIONS)	Savings Plan	(1.50)
	Organizing/Education	(0.54)
	Per Capita Tax	(0.22)
****	Working Assessment	(1.59) - ON THE FIRST FORTY (40) HOURS PER WEEK

SUPERINTENDENT FRINGE BENEFITS

LOCAL PENSION	ANNUITY FUND	APPRENTICE TRAINING FUND	ITI NTF FUND	WELFARE FUND	INDUSTRY FUND	NATIONAL PENSION	LMCC
9.26	14.03	1.25	.22	17.81	.56	5.91	0.38

Above 25 men, the Superintendents scale applies.

Wage is 13% over scale

**** WORKING ASSESSMENT IS CALCULATED ONLY ON THE FIRST FORTY (40) HOURS OF THE WORK WEEK. CALCULATION IS ON THE JOURNEYMAN WAGE PACKAGE

APPRENTICE TAXABLE WAGE RATE-SCHEDULE C — APPRENTICE FRINGE BENEFITS

			LOCAL PENSION	ANNUITY FUND	APPRENTICE TRAINING FUND	ITI NTF FUND	WELFARE FUND	INDUSTRY FUND	NATIONAL PENSION	LMCC
PROBATIONARY APPRENTICE										
	40%JS*	$21.92	0.00	0.00	0.00	0.00	1.00	0.00	0.00	0.00
	Time and One Half	$32.88								
	Double Time	$43.84								
07/01/26-FIRST YEAR										
1st – 6 Months	42.5%/JS*	$23.29	0.00	0.00	0.83	0.22	15.18	0.44	5.91	0.38
	Time and One Half	$34.94								
	Double Time	$46.58								
2nd – 6 Months	45%/JS*	$24.66	0.00	0.00	0.83	0.22	15.18	0.44	5.91	0.38
	Time and One Half	$36.99								
	Double Time	$49.32								

(Deductions)

Per Capita Tax	(0.22)	
****Working Assessment		ON THE FIRST FORTY (40) TOTAL HOURS PER WEEK
1st – 6 Months	(0.69)	
2nd – 6 Months	(0.71)	

<u>07/01/26-SECOND YEAR</u>										
1st – 6 Months	50%/JS*	$27.41	0.00	0.00	1.25	0.22	16.81	0.56	5.91	0.38
	Time and One Half	$41.12								
	Double Time	$54.82								
2nd – 6 Months	55%/JS*	$30.15	0.00	0.00	1.25	0.22	16.81	0.56	5.91	0.38
	Time and One Half	$45.23								
	Double Time	$60.30								
(Deductions)										
	Per Capita Tax	(0.22)								
	****Working Assessment		ON THE FIRST FORTY (40) TOTAL HOURS PER WEEK							
	1st – 6 Months	(0.79)								
	2nd – 6 Months	(0.83)								
<u>07/01/26-THIRD YEAR</u>										
1st – 6 Months	60%/JS*	$34.11	0.00	8.42	1.25	0.22	17.81	0.56	5.91	0.38
	Time and One Half	$51.17								
	Double Time	$68.22								
2nd – 6 Months	65%/JS*	$36.95	0.00	9.12	1.25	0.22	17.81	0.56	5.91	0.38
	Time and One Half	$55.43								
	Double Time	$73.90								
(Deductions)	Savings Plan									
	1st – 6 Months	(0.90)								
	2nd – 6 Months	(0.98)								
	Organizing/Education	(0.54)								
	Per Capita Tax	(0.22)								
	****Working Assessment		ON THE FIRST FORTY (40) TOTAL HOURS PER WEEK							
	1st – 6 Months	(1.03)								
	2nd – 6 Months	(1.08)								

07/01/26-FOURTH YEAR

1st – 6 Months	70%/JS*	$39.80	0.00	9.82	1.25	0.22	17.81	0.56	5.91	0.38
	Time and One Half	$59.70								
	Double Time	$79.60								
2nd – 6 Months	75%/JS*	$42.64	0.00	10.52	1.25	0.22	17.81	0.56	5.91	0.38
	Time and One Half	$63.96								
	Double Time	$85.28								
(Deductions)	Savings Plan									
	1st – 6 Months	(1.05)								
	2nd – 6 Months	(1.13)								
	Organizing/Education	(0.54)								
	Per Capita Tax	(0.22)								
	****Working Assessment		ON THE FIRST FORTY (40) TOTAL HOURS PER WEEK							
	1st – 6 Months	(1.14)								
	2nd – 6 Months	(1.19)								

First and Second Year Apprentices do not receive contributions for Annuity Fund, Savings Plan or Organizing and Education. Employer contributions to the Annuity Fund and Savings Plan for Third and Fourth Year Apprentices will be based on a percentage of Journeyman contributions as listed above and shall include $.54 for Organizing and Education.

* PERCENTAGE OF JOURNEYMAN WAGE OF $54.81

** PERCENTAGE OF JOURNEYMAN WAGE OF $56.85

**** WORKING ASSESSMENT IS CALCULATED ONLY ON THE FIRST FORTY (40) HOURS OF THE WORK WEEK. CALCULATION IS ON THE JOURNEYMAN WAGE PACKAGE

WAGE RATE AND FRINGE BENEFIT SCHEDULE INTERNATIONAL
ASSOCIATION OF SHEET METAL, AIR, RAIL AND TRANSPORTATION WORKERS, LOCAL NO. 73
AND
SMACNA GREATER CHICAGO
EFFECTIVE JULY 1, 2026 THROUGH MAY 31, 2027

RESIDENTIAL GUTTER TAXABLE WAGE RATE-SCHEDULE B –RESIDENTIAL GUTTER FRINGE BENEFITS
(50% OF JOURNEYMAN WAGE)

07-01-26	Wage	$28.43			APPRENTICE	ITI				
	Time and One Half	$42.65	LOCAL	ANNUITY	TRAINING	NTF	WELFARE	INDUSTRY	NATIONAL	
	Double Time	$56.86	PENSION	FUND	FUND	FUND	FUND	FUND	PENSION	LMCC
			0.00	7.02	.30	.22	10.96	.39	5.91	0.38
(DEDUCTIONS)	Savings Plan	(0.75)								
	Organizing/Education	(0.54)								
	Per Capita Tax	(0.22)								
****	Working Assessment	(0.80) - ON THE FIRST FORTY (40) HOURS PER WEEK								

– NOTES –

– NOTES –

– NOTES –

EXHIBIT D

WAGE RATE AND FRINGE BENEFIT SCHEDULE
INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL AND TRANSPORTATION WORKERS, LOCAL NO. 73 AND SMACNA GREATER CHICAGO
EFFECTIVE JULY 1, 2026 THROUGH MAY 31, 2027

JOURNEYMAN TAXABLE WAGE RATE – SCHEDULE A			JOURNEYMAN FRINGE BENEFITS							
			LOCAL PENSION	ANNUITY FUND	APPRENTICE TRAINING FUND	ITI NTF FUND	WELFARE FUND	INDUSTRY FUND	NATIONAL PENSION	LMCC
07/01/26	Wage	$56.85								
	Time and One Half	$85.28								
	Double Time	$113.70								
(Deductions)	Savings Plan	(1.50)	$9.26	$14.03	$1.25	$0.22	$17.81	$0.56	$5.91	$0.38
	Organizing/Education	(0.54)								
	Per Capita Tax	(0.22)								
***	Working Assessment	(1.59)	ON THE FIRST FORTY (40) TOTAL HOURS PER WEEK							

FOREMAN TAXABLE WAGE RATE – SCHEDULE A			FOREMAN FRINGE BENEFITS							
			LOCAL PENSION	ANNUITY FUND	APPRENTICE TRAINING FUND	ITI NTF FUND	WELFARE FUND	INDUSTRY FUND	NATIONAL PENSION	LMCC
07/01/26	Wage	$62.54								
	Time and One Half	$93.81								
	Double Time	$125.08								
(Deductions)	Savings Plan	(1.50)	$9.26	$14.03	$1.25	$0.22	$17.81	$0.56	$5.91	$0.38
	Organizing/Education	(0.54)								
	Per Capita Tax	(0.22)								
***	Working Assessment	(1.59)	ON THE FIRST FORTY (40) TOTAL HOURS PER WEEK							

Wage is 10% over scale

GENERAL FOREMAN TAXABLE WAGE RATE – SCHEDULE A			GENERAL FOREMAN FRINGE BENEFITS							
			LOCAL PENSION	ANNUITY FUND	APPRENTICE TRAINING FUND	ITI NTF FUND	WELFARE FUND	INDUSTRY FUND	NATIONAL PENSION	LMCC
07/01/26	Wage	$63.10								
	Time and One Half	$94.65								
	Double Time	$126.20								
(Deductions)	Savings Plan	(1.50)	$9.26	$14.03	$1.25	$0.22	$17.81	$0.56	$5.91	$0.38
	Organizing/Education	(0.54)								
	Per Capita Tax	(0.22)								
***	Working Assessment	(1.59)	ON THE FIRST FORTY (40) TOTAL HOURS PER WEEK							

The General Foreman category applies to all shop foremen, regardless of number of men up to 25.
Wage is 11% over scale.

SUPERINTENDENT TAXABLE WAGE RATE – SCHEDULE A			SUPERINTENDENT FRINGE BENEFITS							
			LOCAL PENSION	ANNUITY FUND	APPRENTICE TRAINING FUND	ITI NTF FUND	WELFARE FUND	INDUSTRY FUND	NATIONAL PENSION	LMCC
07/01/26	Wage	$64.24								
	Time and One Half	$96.36								
	Double Time	$128.48								
(Deductions)	Savings Plan	(1.50)	$9.26	$14.03	$1.25	$0.22	$17.81	$0.56	$5.91	$0.38
	Organizing/Education	(0.54)								
	Per Capita Tax	(0.22)								
***	Working Assessment	(1.59)	ON THE FIRST FORTY (40) TOTAL HOURS PER WEEK							

Above 25 men, the Superintendents scale applies.
Wage is 13% over scale.

*** WORKING ASSESSMENT IS CALCULATED ONLY ON THE FIRST FORTY (40) TOTAL HOURS OF THE WORK WEEK. CALCULATION IS ON THE JOURNEYMAN WAGE PACKAGE.

See reverse side for Apprentice Wage Scale – Schedule C

APPRENTICE TAXABLE WAGE RATE -SCHEDULE C			APPRENTICE FRINGE BENEFITS							
			LOCAL PENSION	ANNUITY FUND	APPRENTICE TRAINING FUND	ITI NTF FUND	WELFARE FUND	INDUSTRY FUND	NATIONAL PENSION	LMCC
PROBATIONARY APPRENTICE										
	40%JS*	$21.92	$0.00	$0.00	$0.00	$0.00	$1.00	$0.00	$0.00	$0.00
	Time and One Half	$32.88								
	Double Time	$43.84								
07/01/26 -FIRST YEAR										
1ST – 6 Months	42.5%JS*	$23.29	$0.00	$0.00	$0.83	$0.22	$15.18	$0.44	$5.91	$0.38
	Time and One Half	$34.94								
	Double Time	$46.58								
2nd – 6 Months	45%JS*	$24.66	$0.00	$0.00	$0.83	$0.22	$15.18	$0.44	$5.91	$0.38
	Time and One Half	$36.99								
	Double	$49.32								
(Deductions)	Per Capita Tax	(0.22)								
***	Working Assessment		ON THE FIRST FORTY (40) TOTAL HOURS PER WEEK							
	1ST-6 Months	(0.69)								
	2nd 6 Months	(0.71)								
07/01/26 -SECOND YEAR										
1ST – 6 Months	50%JS*	$27.41	$0.00	$0.00	$1.25	$0.22	$16.81	$0.56	$5.91	$0.38
	Time and One Half	$41.12								
	Double Time	$54.82								
2nd – 6 Months	55%JS*	$30.15	$0.00	$0.00	$1.25	$0.22	$16.81	$0.56	$5.91	$0.38
	Time and One Half	$45.23								
	Double	$60.30								
(Deductions)	Per Capita Tax	(0.22)								
***	Working Assessment		ON THE FIRST FORTY (40) TOTAL HOURS PER WEEK							
	1ST-6 Months	(0.79)								
	2nd 6 Months	(0.83)								
07/01/26 – THIRD YEAR										
1ST – 6 Months	60%JS**	$34.11	$0.00	$8.42	$1.25	$0.22	$17.81	$0.56	$5.91	$0.38
	Time and One Half	$51.17								
	Double Time	$68.22								
2nd – 6 Months	65%JS**	$36.95	$0.00	$9.12	$1.25	$0.22	$17.81	$0.56	$5.91	$0.38
	Time and One Half	$55.43								
	Double	$73.90								
(Deductions)	Savings Plan									
	1st -6 Months	(0.90)								
	2nd – 6 Months	(0.98)								
	Organizing/Education	(0.54)								
	Per Capita Tax	(0.22)								
***	Working Assessment		ON THE FIRST FORTY (40) TOTAL HOURS PER WEEK							
	1ST-6 Months	(1.03)								
	2nd 6 Months	(1.08)								
07/01/26 – FOURTH YEAR										
1ST – 6 Months	70%JS**	$39.80	$0.00	$9.82	$1.25	$0.22	$17.81	$0.56	$5.91	$0.38
	Time and One Half	$59.70								
	Double Time	$79.60								
2nd – 6 Months	75%JS**	$42.64	$0.00	$10.52	$1.25	$0.22	$17.81	$0.56	$5.91	$0.38
	Time and One Half	$63.96								
	Double	$85.28								
(Deductions)	Savings Plan									
	1st -6 Months	(1.05)								
	2nd – 6 Months	(1.13)								
	Organizing/Education	(0.54)								
	Per Capita Tax	(0.22)								
***	Working Assessment		ON THE FIRST FORTY (40) TOTAL HOURS PER WEEK							
	1ST-6 Months	(1.14)								
	2nd 6 Months	(1.19)								

First and Second Year Apprentices do not receive contributions for Annuity Fund, Savings Plan or Organizing and Education Employer contributions to the Annuity Fund and Savings Plan for Third and Fourth Year Apprentices will be based on a percentage of Journeyman contributions as listed above and shall include $.54 for Organizing and Education.

* PERCENTAGE OF JOURNEYMAN WAGE OF $54.81/ **PERCENTAGE OF JOURNEYMAN WAGE OF $56.85

*** WORKING ASSEESSMENT IS CALCULATED ONLY ON THE FIRST FORTY (40) TOTAL HOURS OF THE WORK WEEK. CALCULATION IS ON THE JOURNEYMAN WAGE PACKAGE.