

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**METROPOLITAN SHEET METAL
JOURNEYMAN & APPRENTICE TRAINING
TRUST FUND**

AND

**MINNESOTA NEWSPAPER AND
COMMUNICATIONS GUILD, CWA 37002**

JULY 1, 2022-JUNE 30, 2027

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AGREEMENT

THIS AGREEMENT is executed and effective as of the 1st day of July 2022, by and between the Metropolitan Sheet Metal Journeyman and Apprentice Training Trust Fund, Minneapolis and St. Paul, Minnesota and vicinity, its successors or assigns, hereinafter referred to as the Employer, and the Minnesota Newspaper Guild Typographical Union, CWA Local 37002, AFL-CIO, CLC, hereinafter referred to as the Union.

PREAMBLE

As evidence of their determination to secure mutually beneficial stabilized and harmonious employment relations, each of the parties acknowledges and accepts responsibility for the fulfillment of their respective obligations under this Agreement and pledges full and timely cooperation in carrying out its provisions.

ARTICLE 1 Recognition

The Employer recognizes the Union as the sole and exclusive representative and bargaining agent for the purpose of collective bargaining with respect to wages, hours, terms and other conditions of employment, for all employees covered under the classifications listed in Addendum A.

Excepting temporary replacements whose tenure shall be defined for a defined duration, the jurisdiction of the Union shall include:

- (a) The kind of work either normally or presently performed within the unit covered by this Agreement, and,
- (b) Any kind of work similar in skill, or performing similar functions, as the kind of work either normally or presently performed in said unit.

ARTICLE 2 Union Security & Checkoff

2.1 All employees covered by this Agreement shall be required as a condition of employment to become and remain members of the Union in good standing during the term of this Agreement. The Union agrees to accept for membership employees hired by the Employer. The test of good standing shall be in accordance with applicable law.

2.2 There shall be no discrimination because of Union affiliation. The parties agree that all present employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement, shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the thirtieth (30th) day following the effective date of this Agreement or the expiration of their probationary period (wherever is sooner), become and remain members in good standing in the Union.

2.3 It shall also be a condition of employment that all employees covered by this Agreement employed after the effective date of this Agreement shall, on the thirtieth (30th) day following the

beginning of such employment, become and remain members in good standing. For the purposes of this Article, membership in the Union shall mean the tendering of periodic dues and initiation fees uniformly required of all employees.

2.4 The Employer agrees, upon written authorization from the individual employee, to deduct from the first pay day of each calendar month, for the following month, and all initiation fees, reinstatement fees, monthly dues and/or assessments which may be levied by the Union upon its members on a uniform basis, and to promptly remit the same to the Financial Secretary of the Union, with an itemized statement showing from whom deducted and the amount. The Employer shall have ten (10) days to correct any errors on dues checkoff upon notification from the Union.

2.5 Any employee covered by this Agreement who voluntarily refuses to go through a picket line on the premises of this Employer, or any other premises where a labor dispute exists, shall not be deemed to have violated this Agreement.

2.6 The Union shall submit to the Employer a single statement indicating the amount of dues, assessments and initiation or reinstatement fees due from each employee and update such list whenever there is a change in the amounts to be deducted. The Union agrees to indemnify and hold the Employer harmless from any such claims resulting from improper amounts deducted from the employee=s paycheck in reliance upon Employee Payroll Deduction Authorization Forms.

ARTICLE 3 Employer's Rights & Duties

Nothing in this Agreement shall be construed as taking away the unquestionable duty and right of the Employer to manage, develop and direct its business and working forces. The exercise of such exclusive right shall not violate the spirit and intent of this Agreement.

ARTICLE 4 Hours of Work, Overtime & Premium Pay

4.1 No Guarantee - This Article is intended to indicate the normal number of hours of work. It shall not be construed as a guarantee of minimum or maximum hours of work per day or per week, or of the number of days of work per week, or if working schedules; however, this Section is subject to Article X on Seniority.

4.2 Standard Work Day and Week - The standard work day shall be eight (8) working hours within eight and one-half (8-1/2) hours. Whenever practical, split shifts shall be limited. The standard work week shall consist of five (5) consecutive eight (8) hour days for a total of forty (40) hours per week.

4.3 Flex Time - Flexible work hours and schedules may be worked when there is mutual agreement between the Employer and employee. All hours worked in excess of eleven (11) hours per day shall be paid for at one and one-half (1-1/2) times the regular rate of pay.

4.4 Standard Part-Time Work Week - The standard part-time work week shall be five (5) consecutive six (6) hour days for a total of thirty (30) hours per week.

4.5 Rest Periods - Employees are granted two (2) ten (10) minute rest periods, one before and one

after the half (1/2) hour unpaid lunch.

4.6 Overtime Work - Overtime will be distributed as equally as practical. Refusal to accept overtime shall not be a cause of discipline, but it is agreed that the Employee responds to the need for the Employer shall be within reason.

4.7 Weekly Overtime Pay - All non-exempt employees shall receive overtime pay for all hours worked in excess of eleven (11) hours per work day and forty (40) hours per standard work week. Overtime pay shall be at the rate of one and one-half (1-1/2) times the regular hourly rate.

4.8 When called to work on Saturday, Sunday or a holiday, the employee shall be guaranteed a minimum of four (4) hours pay at the applicable overtime rate.

4.9 All work required by the Employer to be performed on Saturday shall be paid for at one and one-half (1-1/2) times the regular rate of pay. All work performed on Sunday shall be paid for at two (2) times the regular rate of pay.

ARTICLE 5 Wages & Job Classification

5.1 Minimum Wage Rates - The minimum wage rates and classification are listed in Addendum A, and made part of this Agreement. The wage scale as set forth in Addendum A of this Agreement reflects minimum rates and does not prohibit an employee from receiving a higher wage.

5.2 Reduction in Conditions - By the signing of this Agreement, no employee shall suffer any loss or reduction in wages or benefits. Any over scale wages may be reduced without cause upon notice to the employee. The Employer agrees to meet and confer with the Union prior to any reduction in overscale payments.

5.3 New Job Classification - Should the Employer create a new job classification or job description, it shall notify and negotiate the terms and conditions of employment with the Union.

5.4 Higher Rate - An employee shall be paid the higher rate of pay for all work performed in a higher job classification, and shall be paid the lower rate for all work performed in a lower paid job classification. This shall not apply where the change in job classification may be considered a minor factor, or is unscheduled, infrequent, of short duration, or is due to an emergency.

5.5 Subcontracting - Any work subcontracted out of the office will be brought back into the office if work/jobs should slow down. This is so that no office employee would suffer a layoff or reduction in hours or loss of work as a result of subcontracting. The subcontracting of payroll services shall be permitted without limitation.

ARTICLE 6 Holidays

6.1 All employees covered by this Agreement shall receive the following holidays with pay:

New Year's Day
Memorial Day

Thanksgiving Day
Day After Thanksgiving Day

July Fourth
Martin Luther King Jr. Day
Labor Day

*Last Working Day Preceding Christmas Day
Christmas Day
*Last Working Day Preceding New Year's Day
One (1) Personal Day

* The Last Working Day Preceding Christmas Day and the Last Working Day Preceding New Year's Day may be traded for a Personal Holiday subject to mutual agreement between Employer and employee.

6.2 When a recognized holiday falls on Saturday, the Employer will observe the holiday on the preceding Friday.

6.3 Employees required to work on any of the foregoing holidays shall be paid double time for all time worked on such holidays in addition to the regular holiday pay.

6.4 When any of the above holidays fall on Sunday, the following Monday shall be considered a holiday and any time worked on that day shall be paid for at the rate of double time.

ARTICLE 7

Vacations

7.1 Upon completion of one (1) year of employment on each anniversary date of hire thereafter, an employee shall receive vacation with pay based on the following:

Less than Five Years	10 Days
Five Years	15 Days
Six Years	16 Days
Seven Years	17 Days
Eight Years	18 Days
Nine Years	19 Days
Ten Years - Nineteen Years	20 Days
Twenty Years or More	25 Days

7.2 In the event a holiday named in this Agreement falls during an employee's vacation period, such employee shall receive an additional day's vacation.

7.3 Senior employees shall be given preference in the selection of vacation periods.

7.4 Any employee separated from their position shall receive pay in lieu of any earned and unused vacation.

7.5 In the event of death of an employee, all earned vacation pay shall be payable to the beneficiary of said employee.

7.6 Earned vacation shall be taken within the Contract year due unless mutually agreed to extend same. Any agreement to extend the time period for taking a vacation shall be in writing and executed prior to the end of the year received.

7.7 An Employer may buy back any accrued and unused vacation at one hundred percent (100%) of value each year if mutually agreed. Any agreement to buy back vacation shall be in writing and

executed prior to the end of the year received.

ARTICLE 8

Sick Leave & Leave of Absence

8.1 Any regular employee shall be granted twelve (12) days sick leave per year with pay for each year of employment, starting with hiring date, same to be considered cumulative up to thirty-six (36) days during a rolling three (3) year time period. On the employee's anniversary date, the sick leave days remaining from the first year of the employee's three (3) previous years of service (ending the day before the anniversary date) will be paid at the rate of fifty percent (50%) of the current rate of pay and those sick days shall be dropped from the rolling three (3) year time period, and the twelve (12) new sick leave days shall be added to the rolling period.

8.2 Employees who have been in the employ of the Employer less than one (1) year shall receive sick leave on a basis of one (1) day for each one hundred seventy-three (173) hours actually worked after their starting date. Any sick leave with pay taken during the first year of employment shall be considered to have been borrowed from the twelve days of sick leave granted on the employee's one year anniversary of employment.

8.3 Necessary sick leave without pay, not exceeding one (1) year except as herein provided, shall be granted by the Employer to an employee with four (4) years or more of service. Employees shall request such leaves in writing with a copy to the Employer and to the Union. If granted, the Employer will provide confirmation of the leave in writing to the employee and also provide a copy to the Union. Employees receiving such leave shall continue to accrue seniority. The Union and the Employer may, upon written agreement, extend the sick leave beyond one (1) year, but such agreement shall specify whether or not the seniority shall continue to accrue. The Employer, on request, may require medical proof of illness.

8.4 Any employee requesting, in writing to the Employer and to the Union and receiving a leave of absence for pregnancy or any other disability shall only receive sick leave benefits for that time off deemed due to disability, by a physician's written statement. (See below for pregnancy or any other disability leave.)

8.5 If a holiday falls within the time an employee is on sick leave, that day shall not be counted against accumulated sick leave.

8.6 The Employer agrees to grant the necessary time off without discrimination to any employee designated by the Union to attend a labor convention, or to serve in any capacity on other official Union business. Leave under this section shall not exceed 36 months, but can be extended an additional 36 months by mutual agreement between the Employer and the Union.

8.7 An employee who is called for jury duty will be reimbursed for the difference between the amount paid for such service and the straight time hourly rate for the employee's regular scheduled hours of work during the period of service. The Employer shall not be required to pay the Jury Duty reimbursement for a period of service greater than 120 calendar days in any calendar year. Employees will be expected to report for their regular duties when temporarily excused from attendance at Court. Such employee shall not suffer any loss of seniority during such absences.

8.8 The Employer agrees to abide by the provisions of the Selective Service Act and its judicial

interpretations with respect to leaves of absence due to military service.

8.9 An employee requesting in writing to the Employer a leave of not to exceed one (1) year, may be granted such leave with the written permission of the Employer. Failure to comply with the provision shall result in the complete loss of seniority rights of the employee involved.

8.10 All employees covered by this Agreement shall, in the event of a death in immediate family, such as spouse, all legal and stepchildren, father and mother, brothers, sister, mother-in-law or father-in-law, and stepparents, be granted three (3) days off with pay; one (1) day off with pay in the event of death of brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents or grandchildren.

8.11 Sick leave and time off for doctor/dental appointments shall be permitted in two (2) hour segments and shall be subtracted from earned and unused sick leave days.

Employees with at least twelve (12) months of service, upon written request to the Employer, shall be granted up to a total of twelve (12) workweeks of unpaid leave during any twelve (12) month period for one or more of the following reasons:

- a. for the birth and care of the newborn child of the employee;
- b. for placement with the employee of a son or daughter for adoption or foster care;
- c. to care for an immediate family member (spouse, child or parent) with a serious health condition; or
- d. to take a medical leave when the employee is unable to work because of a serious health condition.

8.12 An employee shall be allowed to use their accrued sick leave due to illness or injury of an employee's dependent child. If the employee's dependent child's illness or injury requires the employee's absence for an extended period of time, the Employer reserves the right to request a doctor's statement.

ARTICLE 9 Safety & Health

Any employee sent home or sent for medical attention by reason of physical injury occurring while at work shall be compensated for the regular work hours of work lost but not beyond the end of her/his shift during the day on which the accident occurred. If such employees, after returning to work, are required by reason of their injury to visit a doctor for examination or treatment, they shall be compensated for the regular hours of work lost while absent from work for such purposes for a period not to exceed six (6) months or 80 hours compensation, whichever comes first. In such cases the employee shall not leave her/his work until time to meet her/his appointment and shall return to work when her/his treatment or examination is completed. The Union agrees that no part of the above clause shall be used to make unreasonable proof that her/his absence was necessary for treatment or examination.

ARTICLE 10 Seniority

10.1 Newly hired employees shall be considered on a trial basis for a period of 600 work hours from the date of hire. Upon written request a 240 work hour extension of such probationary period may be

granted.

10.2 During the term of the 600 work hour probationary period, such employee shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. Such employees may be terminated any time during the probationary period without any recourse whatsoever. After the completion of the probationary period, seniority shall be effective as of the original date of employment.

10.3 Seniority shall mean length of continuous service with the Employer (Metro Area JATC).

10.4 An employee shall lose all seniority rights for any one or more of the following reasons:

- a. Voluntary resignation
- b. Discharge for just cause
- c. Failure to return to employee's former position or position of like status and pay within five (5) working days after being recalled by registered mail, return receipt requested, unless due to actual illness or accident (the Employer may require substantiating proof of illness or accident.)
- d. Layoff for a continuous period of more than one (1) year

10.5 It is the intention of the Employer to fill job vacancies from within the office before hiring new employees, providing employees are available with the necessary qualifications to fill the vacant position.

10.6 Vacancies shall be awarded to the senior qualified bidder. Qualifications are to be determined by the Employer. Such determination will not be arbitrary or capricious. An employee who is promoted to a higher position shall receive the minimum of the new job classification or a ten percent (10%) increase, whichever is higher. All employees so promoted shall be placed on the higher-rated job for a trial period of thirty (30) days. In the event the employee does not successfully pass the trial period, such employee shall be given her/his former position and pay without any loss of seniority.

10.7 Layoffs shall occur in the following order: (1) All temporary employees; (2) in the order of the lowest classification to the highest, beginning with the least senior employee within said classification.

No employee shall experience any loss of pay, benefits or classification as the result of a layoff(s) of other employees.

10.8 Notice of such layoffs shall be given, in writing, with a copy to the Union office, two (2) weeks before the scheduled layoff, or two (2) weeks pay in lieu thereof.

10.9 The Employer, upon rehiring, shall do so in the order of seniority. If the employee's former position is no longer available and a position of like status and pay is not available, the employee shall have the option to refuse the call back and remain on the layoff list for the balance of the year.

10.10 Any employee who is laid off by an Employer and accepts a full time position with another Employer, and refuses in writing a call-back to her/his former job, shall forfeit all seniority rights on the job from which she/he was laid off.

10.11 Employees shall give the Employer two (2) weeks' notice of leaving unless agreeable to such Employer that the employee leave without notice.

10.12 In the event of a merge of Employers covered by this Agreement, seniority rights of employees shall apply as to their date of hire with their respective Employers.

ARTICLE 11 No Strike - No Lockout

The parties agree that as long as the parties hereto are not in default in complying with the final decision of an arbitrator or the National Labor Relations Board, the Union during the term of this Agreement will not engage in a strike, promote work stoppage or a service slowdown and the Employer will not institute a lockout. The above shall be in addition to any other remedy.

ARTICLE 12 Grievance Arbitration

12.1 All disputes, controversies or differences of opinion as to the interpretation and application of the terms of this Agreement shall first be taken up by the employee(s) and the immediate supervisor on an informal basis to attempt to resolve the matter. The employee may have a steward present if she/he so desires, for any meeting scheduled as in 12.1 of this Article.

12.2 If the matter is not satisfactorily resolved, the employee shall file a written grievance with the Employer within ten (10) working days of occurrence which gave rise to the grievance or within ten (10) working days of the date that the employee, through the use of reasonable diligence, should have had knowledge of such occurrence.

12.3 If the matter is not resolved within three (3) working days of the filing of the written grievance, it shall be considered by the Employer and the Business Representative of the Union. If they cannot resolve the matter within three (3) working days, either party may require arbitration of the issue by giving written notice to the other within three (3) additional working days.

12.4 The parties shall attempt to mutually agree on a neutral arbitrator. If this is not possible, the party requesting the arbitration shall request from the Federal Mediation and Conciliation Service a list of five (5) candidates for arbitrator. From this list, the parties shall each alternately strike one name until only one name remains. This remaining person shall be named the arbitrator. The arbitrator shall be picked within a reasonable length of time (e.g. ten (10) working days) after receiving the list. The date selected for the arbitration shall not be more than three (3) months from the time the arbitrator is chosen.

12.5 The arbitrator shall issue the decision in writing and the decision shall be binding on the Employer, the Union and the employee(s) involved. The arbitrator's decision shall be based on the evidence and testimony presented.

12.6 Hearsay shall not be allowed as evidence.

12.7 The arbitrator shall not add to, ignore, or modify any of the terms or conditions of this Agreement.

12.8 The arbitrator's fee shall be shared equally by the Employer and the Union. Should a transcript of

the hearing be requested by either party, the cost of the transcript and its preparation shall be borne by the requesting party.

12.9 Any time limits in this Article may be waived or extended by mutual agreement between the parties.

ARTICLE 13 Health & Welfare

13.1 Upon date of hire, the Employer will begin making contributions to the Sheet Metal #10 Benefit Fund for all hours worked. Eligibility and coverage will be determined by Plan rules.

13.2 The provisions of this Article shall not apply to permanent part-time employees working less than an average of fifty percent (50%) of the regular forty (40) hour week, nor shall this Article apply to temporary employees.

ARTICLE 14 Pension Plan

14.1 The Employer agrees to contribute to the Sheet Metal Workers Local Union No. 10 Supplemental Retirement Fund a minimum of four dollars and eighty-two cents (\$4.82) per hour for each hour paid for all employees. Such contributions are made to provide a pension for the Office Employees covered by this Agreement. Pension payments shall be made for all hours for which regular and permanent part-time Employees have been paid provided, the permanent part-time Employee works an average of sixty (60) percent or more of the standard work week. Said hours are to include regular worked hours, vacation hours, paid holidays and paid sick leave hours. (Upon ratification of this Agreement, future contribution amounts are tied to Wage Increases- see Addendum A)

14.2 The Employer agrees to contribute to the Sheet Metal Workers Local Union No. 10 Pension Fund a minimum of four dollars and thirty-four cents (\$4.34) per hour for each hour worked for all employees-provided, the permanent part-time Employee works an average of sixty (60) percent or more of the standard work week. (Upon ratification of this Agreement, future contribution amounts are tied to Wage Increases- see Addendum A)

14.3 Employees may individually elect to participate in the 401k feature of the Sheet Metal Local 10 Supplemental Retirement Fund by completing a tax deferred contribution authorization form approved by the Fund Trustees directing the Employer to reduce the employee's taxable hourly pay up to the maximum amount allowed by the Plan. Contributions rates shall be determined by the Trustees and shall not be less than one (1) dollar and no more than three (3) options. Employees may change their participation once per year starting with the first pay period after January 1st or upon a new hire at an employer. An employer may elect to accept an authorization form from an employee other than at the scheduled times. Employee tax-deferred contributions shall be reported in the same manner as employers are reporting with respect to regular contributions to the Supplemental Pension Fund or as the Trustees of the Fund shall direct. Employees that elect to have tax-deferred contributions transferred into the Fund, must do so in writing at least ten (10) days prior to the stated election date, other than initial employment or if an employer elects to accept an authorization change. All tax-deferred contributions requests must be filed by the employee with the employer who will then provide a copy to Fund Office as directed by the Fund Trustees.

ARTICLE 15
Discrimination

There shall be no discrimination against any employee on account of race, creed, national origin, sex, disability, Union affiliation, or age as defined in existing laws. Any reference in this Agreement to one gender shall apply equally to both genders.

ARTICLE 16
Union Representation

16.1 The Employer recognizes the right of the Union to designate one (1) Steward. Stewards, after reporting to their supervisor, shall be permitted to leave their work station for the purpose of attending to Union business and handling disputes, differences or grievances arising between the Employer and any employee covered by this Agreement without loss of wage. In addition, when a Steward is required to leave her/his workstation at the request of the Employer, she/he shall be compensated by the Employer for any time lost, at her/his regular hourly rate of pay.

16.2 The Union agrees that no part of the above clause shall be used to make unreasonable claims on the Employer for compensation for time lost for such purpose.

16.3 A representative of the Union shall be permitted to visit the training campus for the purpose of investigating any matter arising out of this Agreement after notifying the supervisor of her/his intention to do so.

16.4 When practicable, an employee may request that a Union Representative be present in lieu of or in addition to the Union Steward.

ARTICLE 17
Discipline/Discharge

17.1 It is hereby agreed that the Employer has the right to discipline an employee for sufficient and reasonable cause. Progressive discipline shall be used to correct the problem. Discipline shall be appropriate to the offense. Discipline will normally be in the following order:

- a. Verbal warning
- b. Written warning
- c. Suspension
- d. Discharge

Provided, however, in the case of willful misconduct, immediate discharge would be appropriate. After twelve (12) months if no further disciplinary action is taken for a similar offense, prior discipline would not be used in any future disciplinary action.

17.2 The employees covered by this Agreement shall comply with all Employer's rules, provided they are not in direct conflict with the terms of this Agreement. The Employer shall supply the Union with copies of all rules and policies as they are adopted and amended by the Employer.

17.3 If, upon joint investigation by the Union and the Employer or by decision of an arbitrator appointed pursuant to the terms of this Agreement, it shall be found that an employee has been unjustly discharged, such employee shall be reinstated to her/his former position without any loss of seniority or rank and shall suffer no reduction in salary and shall be compensated by the Employer for all time lost retroactive to the date of discharge.

17.4 No employee shall be held responsible for loss or shortage of funds unless clear proof of negligence or proof of dishonesty can be established.

17.5 All suspensions and discharges will be in written form and copies will be mailed to the Union immediately upon issuance of such notices.

17.6 In the event a meeting is held for disciplinary purposes, the affected employee shall have the right to have a Union Steward and/or Union Representative present.

ARTICLE 18 Absenteeism & Tardiness

Employees who report late for work or are absent from work, without providing advance notice to the Employer, or without adequate explanation for their failure to give notice in advance shall be subject to discipline.

ARTICLE 19 Sexual Harassment

Sexual harassment of any employee will not be tolerated and the individual perpetrating sexual harassment, whether a Union member or a member of management, will be subject to discipline.

ARTICLE 20 Voluntary Political Contributions

The Employer agrees, upon written authorization from an individual employee, to deduct from the first pay day of each calendar month a voluntary contribution to PAL and/or COPE and to promptly remit such contributions.

ARTICLE 21 General Provisions

21.1 The Employer agrees not to enter into any agreement or contract with her/his employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement

21.2 It is agreed that the Employer shall accord the Union all the courtesies and bargaining rights which it expects from employers with whom it has contractual relations.

21.3 If the Employer requires employees to be bonded, premium on the bond shall be paid by the Employer.

21.4 All references in this Agreement to days shall mean calendar days unless specified otherwise.

- 21.5** JATC office employees shall not take part in or be required to campaign on behalf of any officer or aspirant in the Local 10 Union elections.
- 21.6** The Employer shall provide Liability Automobile Insurance in the event an employee is required to use an automobile for the purpose of JATC business. The employee is responsible for normal automobile insurance coverage. Said employee shall be properly reimbursed for automobile usage expense when the use is requested by the Employer.
- 21.7** The Employer shall continue its past practice with respect to paying for required and supplemental training and compensating employees where appropriate.

ARTICLE 22
Successors & Assigns

The Employer and the Union agree to abide by all Federal and State labor laws with respect to successors, assigns, purchasers, lessees or transferee of an Employer whether such succession, assignment or transfer be effected voluntarily or by operation of law or by merger or consolidation with another employer the establishment remains in the same line of business.

ARTICLE 23
Duration of Agreement

It is agreed that during the course of this Agreement the parties may, by mutual consent, agree to amend or modify any section of this Agreement, but only once per year and with the timeliness to afford management an opportunity to modify their annual budget projections.

This Agreement and any amendments thereto as provided above shall become effective on the 1st day of July 2022 and shall continue in full force and effect until midnight of June 30, 2027, and for successive periods of one (1) year thereafter, unless either party to the Agreement notifies the other party in writing at least sixty (60) days prior to the expiration date of intention to change or terminate this Agreement.

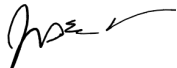
SIGNATURES:

EMPLOYER REPRESENTATIVES:

Metropolitan Sheet Metal Journeyman &
Apprentice Training Trust Fund



Cory Nelson
Training Coordinator, JATC
Date signed: 08 / 11 / 2022



Jason Damman
Financial Secretary/Treasurer
Sheet Metal Workers Local 10
Date signed: 08 / 12 / 2022



John W. Quarnstrom
CEO, Sheet Metal, Air Conditioning & Roofing
Contractors Association (SMARCA), Inc.
Date signed: 08 / 19 / 2022

UNION REPRESENTATIVE:

Minnesota Newspaper Guild Typographical Union,
CWA Local 37002, AFL-CIO, CLC



Candace Lund
Executive Officer
Date signed: 08 / 08 / 2022



Kumiko Glover
Bargaining Unit Employee

Date signed: 08 / 08 / 2022



Jana Sand
Bargaining Unit Employee

Date Signed: 08 / 08 / 2022

ADDENDUM A

WAGE RATES

In effect at date of ratification:

Base Wage:

Assistant to the Coordinator I	\$40.71 (\$31.95/hour salary, \$8.76/hour pension contribution)
Assistant to the Coordinator II	\$38.79 (\$30.03/hour salary, \$8.76/hour pension contribution)
Assistant to the Coordinator III	\$35.23 (\$26.47/hour salary, \$8.76/hour pension contribution)
Assistant to the Coordinator IV	\$28.24 (\$19.48/hour salary, \$8.76/hour pension contribution)

***Negotiated Base Wage Increases:**

July 1, 2022: \$1.40

July 1, 2023: \$1.45

July 1, 2024: \$1.50

July 1, 2025: \$1.55

July 1, 2026: \$1.60

* Upon ratification of this agreement and before July 1 in subsequent years of the contract, employees will make the determination within each job classification (I, II, III and IV) on the amount of any increase that will be applied to pension contributions, and will advise the Union and the Employer of the decision within each job classification. Vacant classifications will not see any increase in the amount allocated to pension contributions until an employee occupies that classification and makes an allotment determination.