

Sheet Metal Agreement
of
SMACNA of North Central Ohio, Inc.
and
Sheet Metal Workers' International Association
Local No. 33 - Vermilion District
2006-2010

STANDARD FORM OF
UNION AGREEMENT

Sheet Metal, Roofing,
Ventilating and Air Conditioning
Contracting Divisions
of the Construction Industry

Agreement entered into this 1st day of June, 2006, by and between SMACNA of North Central Ohio, Inc., hereinafter referred to as the Employer and Local Union No. 33 - Vermilion District of Sheet Metal Workers' International Association, or its successor, hereinafter referred to as the Union of Lorain, Erie, Huron and Sandusky 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 non-ferrous metal work and all other material 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, balancing and servicing of all HVAC 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 Sheet Metal Workers' International Association.

ARTICLE II

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

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

ARTICLE III

Section 1. The Employer agrees that none but journeymen and 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 a written evidence of assignment on the Employer's letterhead for certain specific items of work to be performed at a jobsite prior to commencement of work at the site. List of such specific items, which may be revised from time to time, as agreed to by and between SMACNA and SMWIA, shall be provided to the Employer.

ARTICLE IV

Section 1. The Union agrees to furnish upon request by the Employer, duly qualified journeymen and 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 conditions specified in this Agreement.

ARTICLE V

Section 1. The Employer agrees to require membership in the Union, as a condition of continued employment of all employees performing any of the work specified in Article I of this Agreement, within eight (8) days following the beginning of such employment or the effective date of this Agreement, whichever is the later, provided the Employer has reasonable grounds for

believing that membership is available to such employees on the same terms and conditions generally applicable to other members and that membership is not denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership.

Section 2. If during the term of this Agreement the Labor-Management Relations Act of 1947 shall be amended by Congress in such manner as to reduce the time within which an employee may be required to acquire union membership, such reduced time limit shall become immediately effective instead of, and without regard to, the time limit specified in Section 1 of this Article.

Section 3. The provisions of the 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 involve employees immediately upon compliance with such conditions.

Section 4. 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 fifteenth (15) 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 (a). The regular working day shall consist of eight (8) hours of labor between (See Addendum B) and the regular working week shall consist of five (5) consecutive eight (8) hour days labor in the shop or on the job, beginning with Monday and ending with Friday of each week. All full-time and 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 regular working hours and performed during the regular work week and Saturdays shall be at one and one-half (1½) times the regular rate.

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

Where conditions warrant, the regular work day may consist of ten (10) hours labor on the job, or in the shop, and the regular work week shall consist of four (4) ten (10) hour days' between Monday and Friday. The Employer will notify the employees and the Union office of the change in the schedule no later than the Friday of the prior week (See Addendum B).

Section 2. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and Sundays shall be recognized as holidays. All work performed on holidays shall be paid as follows: Two (2) times the base rate.

(a) Any holiday that falls on a Saturday will be observed on the previous Friday and any holiday that falls on a Sunday will be observed on the following Monday. This provision will not apply to Independence Day.

Section 3. It is agreed that all work performed outside of regular working hours during the regular work week and on holidays shall be performed only upon notification by the Employer to the local Union in advance of scheduling such work. Preference on overtime and holiday work shall be given to 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 Addendum E, Section 10, page 48: Shift Work. Energy conservation – Retrofit work performed outside the regular work day in occupied buildings shall be performed under shift work conditions to be established by the local parties or by the National Joint Adjustment Board on the request of either party, if not locally provided.

ARTICLE VII

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

Section 2. When employed outside of the limits specified in Section 1 of this Article, and within the jurisdiction of the Union, employees shall provide transportation for themselves which will assure their arrival at the limits specified in Section 1 of this Article, at regular starting time, and the Employer shall provide or pay for all additional transportation for such jobs, including transportation from such job back to the limits specified in Section 1 of this Article, which will assure arrival at such limits at quitting time. As an alternative to the foregoing method, travel expense may be paid by a zone or other method of payment. If this alternative method is used, it will be as provided in Addendum E. 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.

ARTICLE VIII

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

Section 2. On all work specified in Article I of this Agreement, fabricated and/or assembled by journeymen sheet metal workers and/or apprentices 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 Sheet Metal Workers' International Association, whose established wage scale is higher than the wage scale specified in this Agreement, the higher wage scale on the job site Union shall be paid to the employees employed on such work in the home shop or sent to the job site.

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

1. Ventilators
2. Louvers
3. Automatic and fire dampers
4. Radiator and air conditioning unit enclosures
5. Fabricated pipe and fittings for residential installations and light commercial work as

defined in the locality. See Addendum K (see page 53)

6. Mixing (attenuation) boxes
7. Plastic skylights
8. Air diffusers, grilles, registers
9. Sound attenuators
10. Chutes
11. Double-wall panel plenums
12. Angle rings

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

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

Section 6. When the Employer has any work specified in Article I of this Agreement to be performed outside of the area covered by this Agreement and within the area covered by another Agreement with another Local Union affiliated with the Sheet Metal Workers' International Association, and qualified sheet metal workers are available in such area, the Employer may send no more than two (2) sheet metal workers per job into such area to perform any work which the Employer deems necessary, both of whom shall be from the Employer's home jurisdiction. All additional sheet metal workers shall come from the area in which the work is to be performed. Journeymen sheet metal workers covered by this Agreement who are sent outside of the area covered by this Agreement shall be paid at least the established minimum wage scale specified in Section 1 of this Article but in no case less than the established wage scale of the local Agreement covering the territory in which such work is performed or supervised plus all necessary transportation, travel time, board and expenses while employed in that area, and the Employer shall be otherwise governed by the established working conditions of that local Agreement. If the employees are sent into an area where there is no local Agreement of the Sheet

Metal Workers' International Association covering that area then the minimum conditions of the home local Union shall apply.

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

Section 8. Welfare benefit contributions shall not be duplicated. When sheet metal workers are employed temporarily outside the jurisdiction of their home local union, the parties signatory to this Agreement agree to arrange through the Health and Welfare Trust Fund to transmit health and welfare contributions made on behalf of the employee to the Health and Welfare Trust Fund in the employee's home local union.

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

Section 9. Wages at the established rates specified herein shall be paid weekly in the shop or on the job at or before quitting time on Wednesday or Friday of each week, and no more than two (2) days pay will be withheld. Alternative payroll procedures, i.e., electronic and/or automatic deposit may be implemented locally. However, employees when discharged, shall be paid in full.

(b) Any wages owed will be mailed and postmarked within twenty-four (24) hours on the next regular work day. Any sheet metal employee laid off or terminated who is not paid-in-full within twenty-four (24) hours (determination will be the official US Postal Service postmark) will receive fifty (\$50.00) dollars pay, plus an additional fifty (\$50.00) dollars pay for each day his check is not received or postmarked. There will be a seventy-five (\$75.00) penalty fee for any check that is given to a member from an Employer with insufficient funds. The Employer must also pay any additional bank charges incurred by the employee as a result of those insufficient funds.

Section 10. Journeymen sheet metal workers who report for work by direction of the Employer and are not placed at work, shall be entitled to one (1) hour's pay at the established rate. This provision, however, shall not apply under conditions over which the Employer has no control.

Section 11. Each Employer covered by this Agreement shall employ at least one (1) journeyman sheet metal worker who is not a member of the firm on all work specified in Article I of this Agreement.

Section 12.(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 of employees. No part of any such payments, however, shall be used for any other purpose except as expressly specified above.

(b) The Employer shall pay the Sheet Metal and Air Conditioning Contractors' National Industry Fund of the United States (IFUS) seven cents (\$0.07) 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. Payments shall be made on or before the 15th 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

(Name of local remitting organization)

(c) The IFUS shall submit to the Sheet Metal Workers' International Association 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 statements of annual receipts and disbursements. Further specified detailed information in regard to IFUS activities or its receipts and/or expenditures shall be furnished to the Sheet Metal Workers' International Association upon written request.

(d) Grievances concerning the use of IFUS funds for purposes prohibited under Section 12(a) or for violations of other subsections of this Section may be processed by the Sheet Metal Workers' International Association directly to the National Joint Adjustment Board, under provisions of Article X of this Agreement. In the event such proceeding results in a deadlock, either party may,

upon ten (10) days notice to the other party, submit the issue to final and binding arbitration. The Arbitrator shall be selected by the Co-Chairman of the National Joint Adjustment Board. The Arbitrator shall be authorized to impose any remedial order he deems appropriate for violations of this Section, including termination of the Employer's obligation to contribute to the IFUS. The authority of the Arbitrator is expressly limited to a determination of a deadlocked issue under this Section. (Section 12, Article VIII), and no other.

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

(b) The Employer shall pay to the Sheet Metal Industry Fund/SMACNA of North Central Ohio, Inc., (hereinafter referred to as the local industry fund), twenty cents (\$0.20) per hour, for each hour worked on or after the effective date of this Agreement on all employees of the Employer covered by this Agreement. Payment shall be made monthly on or before the 15th day of the succeeding month.

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

(d) Grievance concerning the use of local industry fund monies to which an Employer shall contribute for purpose prohibited under Section 13(a) or for violations of other subsections of this Section shall be handled under the provision 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 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, twelve cents (\$0.12) per hour for each hour worked by each employee of the Employer covered by this Agreement. Payment shall be made on or before the 15th day of the succeeding month and shall be remitted as designated by the Trustees of the ITI, or for the purposes of collection and transmittal through SMWIA Local No. 33.

Effective as of the date of this Agreement, the Employers will contribute to the National Energy Management Institute Committee (NEMIC), a jointly administered Trust Fund, three cents (\$0.03) per hour for each hour worked by each employee of the Employer covered by this Agreement. Payments shall be made on or before the 15th day of the succeeding month and shall be remitted as designated by the trustees of the NEMIC, or for the purposes of collection and transmittal through _____.

(Name of local transmittal office)

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. Payments shall be made on or before the 15th day of the succeeding month and shall be remitted as designated by the Trustees of the Institute, or for the purposes of collection and transmittal through _____

(Name of local transmittal office)

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, and the Industry Fund of the United States and the separate agreements and declarations of trusts of all other local or national programs to which it has been agreed that contributions will be made. In addition, the parties agree to be bound by any amendments to said trust agreements as may be made from time to time and hereby designated as their representatives of 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 funds.

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. (See Addendum D).

Section 17(a): The Employer shall comply with any bonding provisions governing local funds that may be negotiated by the local parties and set forth as a written Addendum to this Agreement. The Employer shall likewise comply with bonding requirements established by the Trustees of the National Funds. (See Addendum D)

(b) When an Employer is performing any work specified in Article I of this Agreement outside of the area covered by this Agreement, and within the area covered by another Agreement with a local union affiliated with the Sheet Metal Workers' International Association, 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 twelve (12) consecutive months. (See Addendum D).

Section 18 The Union and the contractors agree that an employee may accept Salary Continuation in lieu of Temporary Total Compensation. Salary Continuation will be on a voluntary basis and will only include hospitalization, no other fringe benefits will apply. No employee will be forced to accept Salary Continuation. Salary Continuation will be based on a forty (40) hour week, or any part thereof, and based on the employee's current hourly rate. However nothing in this agreement will limit a contractor from paying into fringe benefits on behalf of an employee who accepts salary Continuation.

If an employee accepts Salary Continuation he may discontinue it any time and apply for Temporary Total Compensation without repercussion.

If an employee accepts Salary Continuation and performs any bargaining unit work or performs work that is currently being done by a bargaining unit employee, the employee will receive salary continuation and his current fringe benefit package.

ARTICLE IX

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

Section 2: 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

The Union and the Employers, 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, with thirty (30) calendar days of first knowledge of the facts giving rise to the grievance.

Section 2. Grievances not settled as provided in Section 1 of this Article may be appealed by either party to the Local Joint Adjustment Board where the work was performed or in the jurisdiction of the Employer's home local and such Board shall meet promptly on a date mutually agreeable to the members of the Board, but in no case more than fourteen (14) calendar days following the request for its services, unless the time is extended by mutual agreement of the parties or Local Joint Adjustment Board. The Board shall consist of 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 procedures 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, P.O. Box 220956, Chantilly, Virginia 20153-0956 or 4201 Lafayette Center Drive, Chantilly, Virginia 20151-1209. 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 Sheet Metal Workers' International Association 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-Chairman of the National Joint Adjustment Board. Such a right of appeal shall exist despite any contrary provision in the Agreement covering the area in which the work is performed.

For the purposes of this Section, an Employer who is party to the Labor Agreement of the area in which the work in dispute is performed, but has no permanent shop within the area served by the Local Joint Adjustment Board that rendered the unanimous decision, shall 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 its entirety. (Copies of the procedures may be obtained from the National Joint Adjustment Board.)

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

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

Section 7. Failure to exercise the right of appeal at any step thereof within the time limit provided therefore shall void any right of appeal applicable to the facts and remedies of the grievances involved. There shall be no cessation of work by strike or deadlock, the decision of the National Joint Adjustment Board shall be final and binding.

Section 8. 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.

ARTICLE XI

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

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

(a) The parties will review the needs for specialized and skill upgrade training and cooperate to establish necessary programs which will then be supervised by the Joint Apprenticeship 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 journeymen who will be employed by Employers in the Sheet Metal Industry not signatory to a collective bargaining agreement providing for contributions to the International Training Institute and a local JATC. Therefore, the Trustees of the International Training Institute and local JATC shall adopt and implement a Scholarship Loan Agreement program which will require apprentices and journeymen employed by signatory Employers to repay the cost of training either by service following training within the union sector of the industry or by actual repayment of the cost of training if the individual goes to work for a non-signatory Employer in the sheet metal industry. The cost of training shall include the reasonable value for all International Training Institute and local JATC materials, facilities and personnel utilized in training. If a local JATC does not implement the Scholarship Loan Agreement, 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 to two (2) journeymen (up to twenty (20) journeymen) regularly employed throughout the year, and a ratio of one (1) apprentice to three (3) journeymen thereafter (with a maximum of twenty (20) apprentices).

(a) All applications of contractors for an apprentice shall be submitted to the local Committee.

(b) You must have employed journeymen sheet metal workers for a period of thirty nine (39) full weeks or more or an individual total of 1,560 hours or more each during the past year.

(c) You must have reasonable assurance that you will have sufficient work to keep both the apprentice and the proper ratio of journeymen sheet metal workers employed.

Provided, however, an Employer will not be entitled to a new apprentice if the Employer has an apprentice on layoff for lack of work.

(d) All apprentices will receive training in the techniques required for shop and field work. This training will be monitored and directed by the Cleveland District Joint Apprenticeship and Training Committee. The contractors agree to fund any future increases in the cost of training as required by the Cleveland District Joint Apprenticeship and Training Committee.

Section 5. Each apprentice shall serve an apprenticeship of up to five (5) years and such apprentices shall not be in charge of work on any job and shall work under the supervision of a journeyman until apprenticeship terms have been completed and they have qualified as journeymen.

Section 6. A graduated wage scale (See Addendum F) based on the journeymen wage rate, shall be established for apprentices. The scale may vary based on local market conditions and recruiting requirements.

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

Section 7. The parties will establish on a local basis, the SMWIA Youth-to-Youth Program (the Program) and the procedures to enable all apprentices to participate in the Program. The activities of the program that deal with organizing and other traditional union activities shall be funded by the local union through a check off in compliance with the provisions of Section 302(C) of the Labor Management Relations Act of 1947. Activities that may be funded by

Employer contributions shall be so funded if, and to the extent, the parties shall agree locally to sponsor and implement the same.

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

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

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

ARTICLE XII

Section 1. SMACNA and the SMWIA are committed to promoting productive and cooperative Labor-Management Relations. In furtherance of this goal, the Local Employers' Association and Local Union agree to establish a Labor-Management Committee, which shall meet on a regular basis, but not less often than quarterly, to discuss industry issues of mutual concern. Such committees will strive to improve communications, understand and respond to industry direction and trends and resolve common issues collaboratively.

ARTICLE XIII

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

ARTICLE XIV

Section 1. This Agreement and Addendum Letters A through Q attached hereto shall become effective on the 1st day of June, 2006 and remain in full force and effect until the 31st day of May, 2010, 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 conference relating thereto have been terminated by either party, by written notice.

Section 2. If, pursuant to federal or state law, any provision of this Agreement shall be found by a court of competent jurisdiction to be void or unenforceable, all of the other provisions of this Agreement shall remain in full force and effect.

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

Section 4. By execution of this Agreement the Employer authorizes SMACNA of North Central Ohio to act as its collective bargaining representative for all matters relating to this Agreement. The parties agree that the Employer will hereafter be a member of the multi-Employer bargaining unit represented by said Association unless this authorization is withdrawn by written notice to the Association and the Union at least one hundred and fifty (150) days prior to the then current expiration date of this Agreement.

IN WITNESS THEREOF, the parties hereto affix their signatures and seal this 1st day of June, 2006.

SMACNA OF NORTH CENTRAL OHIO, INC.

By s/Mark Laskey,
Executive Secretary - SMACNA of NCO
Signature of Officer of Representative
s/Doug Baker
s/Roger Gundlach
s/ William Kirkpatrick, IV
s/Guy Page
s/Frank Hohler
s/Gary Wightman

LOCAL UNION NO. 33 - VERMILION DISTRICT OF SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION

By s/ Reggie Hohenberger,
Signature of Officer of Representative
s/Pat Carey
s/David Larson
s/Matt Oakes
s/ Scott Todhunter
s/ Joe Thayer
s/Mike Harper

AND, _____ the

Name of Company

being advised that the foregoing is a true copy of the original Agreement signed by the Association and the Union as of the above named date, does now as co-party of the first part duly make and enter into the same co-jointly with the Association and the Union this _____ day of _____, 20____.

IN WITNESS THEREOF, the said Company does now co-sign this Agreement by the hand of its authorized agent (or agents), to wit, the undersigned.

SIGNED – _____ the
for _____

Name of Company

By _____

Title _____

Unemployment Insurance Account
Number _____

Federal

Tax

ID:

Workers'

Compensation:

Address:

Phone:

Fax:

E-Mail:

ADDENDUM A RECOGNITION AND SCOPE

Section 1. The Employer agrees if at any time the Union presents it with proof (as recognized by the NLRB) that a majority of its employees have authorized the Union to represent them for purposes of collective bargaining, any collective bargaining agreement then in effect will automatically be recognized as a Section 9(a) agreement. The Employer shall date and execute an acknowledgement of the Union's majority status upon request of the Union.

Section 2: The Employer, in response to the Union's claim that it represents an uncoerced majority of its employees, acknowledges and agrees that there is no good faith doubt that the Union has been authorized to and in fact does represent such majority of employees. Therefore, the Union is hereby recognized as the sole and exclusive bargaining representative for the employees now or hereafter employed in the bargaining unit with respect to wages, hours of work and other terms and conditions of employment.

Section 3: The Employer's voluntary recognition shall be and remain in full force and effect until such time as the Union is decertified after an election conducted by the National labor Relations Board.

ADDENDUM B HOURS OF WORK

Section 1. The regular working day shall consist of eight (8) hours labor in the shop or on the job between 7:00 a.m. and 3:30 p.m.; 7:30 a.m. and 4:00 p.m.; 8:00 a.m. and 4:30 p.m.; 8:30 a.m. and 5:00 p.m.; 9:00 a.m. and 5:30 p.m., which includes an one half hour (½) regular scheduled lunch break.

Section 2. A modified forty (40) hour week may be negotiated on a single job basis, if agreed to by the contractor, the employees, and the Business Agent..

Section 3. Overtime shall be paid at the rate of time of one and one-half (1½) for all hours worked in excess of ten (10) hours in any work day.

Section 4. Work week defined Monday through Friday.

Section 5. If in any work week less than forty (40) hours are worked, the Employer shall have the option of scheduling a make up day on Friday, to be

worked at straight time rates for that week. All additional work hours, at overtime rate. The Friday make-up day must be scheduled for a minimum of eight (8) hours. All hours over eight (8) hours on Friday will be at the time and one half (1½) rate.

Section 6. Notwithstanding, the provisions of Sections 1(a) and (b) of this Article, when conditions warrant, a make-up day may be scheduled for Friday, on a four (4) ten (10) hour day schedule and Saturday on a five (5) day eight (8) hour day schedule.

Section 7. No less than eight (8) or ten (10) hours of work, whichever was scheduled, shall be scheduled for make-up days. Accumulated hours of work from regular and/or make-up days, exceeding forty (40) hours shall be paid at one and one-half (1½) times the regular rate.

ADDENDUM C

Section 1: Schedule of Hourly Wage, Contributions and Deductions for Journeymen.

Forty-eight month Agreement

Effective: June 1, 2006 to May 31, 2010

Effective Dates	6/1/06	6/1/07	6/1/08	6/1/09
TOTAL PACKAGE	\$37.85	\$39.21	\$40.62	\$41.97
Health & Welfare	5.26			
Supplemental National Pension	0.38			
Annuity	5.45			
ITI	1.25			
Local Training Industry Funds (Local & National)	0.12			
NEMI	0.36	+ 0.11	+ 0.11	*
SMOHIT	0.27			
SMWISF	0.03			
TAXABLE	0.02			
	0.01			
	\$24.70	*	*	*

HOURLY				
WAGE				
Administrative	1.11	*	*	*
Dues				
PAL	0.04			
REC Fund	0.02			
COPE	0.05			
Orientation	0.01			
Target	0.10			
Hardship	0.02			
I. A. Work	0.02			
Assessment				
Balance in	23.33	*	*	*
Paycheck				

*To be determined

The Contract expires on May 31, 2010 at midnight.

The Union shall have the option of converting to existing fringe benefits all or any part of future wage increases scheduled to become effective on the date provided herein by serving upon the Employer advance notification of such request forty-five (45) days prior to the date specified in these wages and conditions.

Section 2: A General Foreman shall be required on all jobs employing fifteen (15) or more journeymen sheet metal workers. He shall work in a supervisory capacity and receive two dollars (\$2.00) per hour above the wage scale and also be a member of good standing in the Sheet Metal Workers' International Association. In the fourth year of the contract the General Foreman's rate will increase to two dollars and twenty-five cents (\$2.25) per hour above the wage scale.

The General Foreman/Forman by virtue of his title, may have the following duties:

1. Supervise and direct the work.
2. Maintain an adequate stock of materials and supplies.
3. See that company rules, regulations and policies are carried out.
4. Maintain quality installations.

5. Inspect all machinery and equipment and ascertain their safety and productive condition.
6. Give and carry through effective orders.
7. Maintain adequate inspections.
8. Maintain good working conditions and relations for and with working force and Employer and it shall be their responsibility to assure that all company tools, equipment and materials are properly stored and secured prior to quitting time.

Section 2(a). Foreman: In any shop or job within jurisdiction of this Local Union where there are four (4) employees employed, one (1) of these men shall be a Foreman. With each additional ten (10) men employed thereafter, an additional Foreman shall be appointed. These Foremen shall receive not less than one dollar and fifty-cents (\$1.50) per hour more than the hourly rate of wages paid a journeyman and they are to be members in good standing in the Sheet Metal Workers' International Association. In the fourth year of the contract the foreman's rate will increase to one dollar and seventy-five cents (\$1.75) per hour above the wage scale.

(b) When two (2) or more men are obtained from the hall by a contractor to work on a particular job alone:

1). One (1) of these men shall be designated as a Foreman. With each additional ten (10) men employed thereafter, an additional Foreman shall be appointed.

2). These Foremen shall receive one dollar (\$1.00) above journeyman scale.

All such employees shall be members of the Sheet Metal Workers' International Association and no employee shall be required to work under the direction of members of any Union not affiliated with the Sheet Metal Workers' International Association.

ADDENDUM D

Bonding/Benefit Language

Section 1. General.

(1) The fringe benefit provisions contained in the following paragraphs of this Agreement shall apply to all Employer members of the Association as

hereinbefore mentioned, all Employers who become signatory or bound by this Agreement, and all other Employers or Employer groups who become a party to an Agreement relating to the fringe benefit programs described herein.

(2) All Employers referred to in paragraph (1) of this Article (all of which Employers are hereinafter referred to as “participating Employers”) who are party to and bound by this Agreement acknowledge, accept and agree to be bound by this Agreement and Declarations of Trusts, as here before and/or hereafter amended, establishing the following if applicable:

(a) Tri-County Health & Welfare Fund	hours worked
(b) National Pension Fund	hours worked
(c) International Training Institute	hours worked
(d) Annuity	hours worked
(e) Local Apprentice Fund	hours worked
(f) Industry Fund Local	hours worked
(g) National Industry Fund	hours worked
(h) NEMI	hours worked
(i) SMOHI	hours worked
(j) SMWSF	hours worked
(k) Administrative Dues	hours worked
(l) Supplemental Health & Welfare	hours worked

acknowledge, accept and agree to be bound by the plan and plan documents of each of said employee benefit plans. The participating Employers acknowledge and agree that copies of the trust agreements, plans and plan documents have been made available to them at the respective fund offices for their review and inspection prior to the execution of this Agreement and shall be available to them during the term of this Agreement.

(3) All participating Employers who are party to and bound by this Agreement shall be bound by the terms, provisions and conditions of all rules, regulations and resolutions and amendments thereto promulgated by the trustees of the aforesaid employee benefit plans in accordance with the aforesaid trust agreement, whether currently existing or promulgated during the terms of this Agreement.

(4) All participating Employers who are party to and bound by this Agreement hereby accept the designations of the Employer trustees of all said employee

benefit plans and any successor Trustees appointed by the Association in accordance with the provisions of the trust agreement.

Section 2. Contributions.

(1) The participating Employers shall contribute to each and every employee benefit plan (or to the successor of any of said plans) for all employees of each such participating Employer who are members of the collective bargaining unit represented by the Union (whether or not the employees are members of the Union) as follows:

(a) TRI-COUNTY HEALTH & WELFARE FUND: The Employer will contribute five dollars and twenty six cents (\$5.26) for each hour which an employee works. This includes vacation time, overtime hours, sickness absences and other hours for which payment is required by the collective bargaining agreement; subject to change.

(b) NATIONAL PENSION PLAN: The Employer will contribute five dollar and forty-five cents (\$5.45) for each hour worked which an employee receives pay. This includes vacation time, overtime hours, sickness absences and other hours for which payment is required by the collective bargaining agreement; subject to change.

(c) INTERNATIONAL TRAINING INSTITUTE: Twelve cents (\$0.12) for each hour which an employee works.

(d) ANNUITY: One dollar and twenty-five cents (\$1.25) for each hour for which an employee receives pay. This includes vacation time, overtime hours, sickness absences and other hours for which payment is required by the collective bargaining agreement. (Apprentice annuity rate is 50% of journeyman annuity rate). Beginning on January 1, 2007 **JOURNEYPERSON** participants in the annuity plan may elect to contribute at four different levels: Level A (\$1.25) which is the minimum hourly contribution per the collective bargaining agreement, Level B (\$1.00 above the minimum hourly contribution), Level C (\$2.00 above the minimum hourly contribution) or Level D (\$3.00 above the minimum hourly contribution). These contributions will be deducted from the members' taxable hourly rate.

Section 2 – All Employees who are participants in the Plan shall automatically be assigned to Wage Classification A. An eligible participant shall be permitted to

change his or her wage classification in writing on the form(s) provided by the Plan in the following circumstances:

- A. Within the first thirty (30) days following the execution of this Addendum by all parties;
- B. Upon a change in employer; or
- C. Annually, between November 1 and December 1 to be effective the first full week's pay in January of each calendar year.

Section 3 – Should there be any question regarding the classification selected by the employee participant, the Trustees shall, in their sole discretion, whose decision shall be final and binding, place said employee participant in Wage Classification A.

(e) LOCAL APPRENTICE FUND: It is agreed between the parties that as a condition of employment, the Employer shall contribute thirty-six cents (\$0.36) for each hour worked by all employees covered by this Agreement, to the Sheet Metal Workers' Benefit Funds, 3666 Carnegie Avenue, Cleveland, OH 44115-2714.

(f) LOCAL INDUSTRY FUND: It is agreed between the parties that as a condition of employment, the Employer shall contribute twenty (\$0.20) for each hour worked for all employees covered by this Agreement to the Sheet Metal Workers' Benefits Funds, 3666 Carnegie Avenue, Cleveland, OH 44115-2714.

(g) NATIONAL INDUSTRY FUND: The Employer shall pay the Sheet Metal and Air Conditioning Contractors' National Industry Fund of the United States (IFUS), seven cents (\$0.07) 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. Payments shall be made on or before the 15th day of the succeeding month and shall be remitted to IFUS, 4201 Lafayette Center Drive, Chantilly, VA 20151-1209, or for the purpose of transmittal, through

_____.

(Name of local remitting organization)

Section 2 - Any Employer, who does not pay Industry Fund (IFUS) contributions when performing work under the General Presidents' Agreement or a National Maintenance Agreement, will contribute a like amount to the Sheet Metal Workers' Local 33 Joint Apprenticeship and Training Fund.

Section 3 - At any time during the life of this Agreement SMACNA of North Central Ohio may increase the amount of money signatory contractors contribute to the Industry Funds.

(h) NEMI: Effective as of the date of this Agreement, the Employers will contribute to the National Energy Management Institute Committee (NEMIC), a jointly administered Trust Fund, three cents (\$0.03) per hour for each hour worked by each employee of the Employer covered by this Agreement. Payments shall be made on or before the 15th day of the succeeding month and shall be remitted as designated by the trustees of the NEMIC, or for the purposes of collection and transmittal through _____.
(Name of local transmittal office)

(i) SMOHIT: 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. Payments shall be made on or before the 15th day of the succeeding month and shall be remitted as designated by the Trustees of the Institute, or for the purposes of collection and transmittal through _____.
(Name of local transmittal office)

(j) S.M.W.I.S.F.: One (\$0.01) cents per hour for each hour worked by each employee of the Employer covered by this Agreement.

(k) ADMINISTRATIVE DUES: The Employer agrees to deduct one dollar and eleven cents (\$1.11) per hour for each hour worked by every employee for Local No. 33 Administrative Dues; subject to change.

(l) SUPPLEMENTAL HEALTH & WELFARE: The Employer agrees to deduct thirty-eight cents (\$0.38) per hour for each hour worked by every employee for the Local No. 33 Supplemental Health & Welfare Fund; subject to change.

(2) The parties agree to be bound by separate Agreements and Declarations of Trust establishing the International Training Institute for the Sheet Metal and Air Conditioning Industry, and the separate agreements and declarations of trust of

all other local or national programs to which it has been agreed that contributions will be made. In addition, the parties agree to be bound by any amendments to said trust agreements as may be made from time to time and hereby designate as their representatives on the Board of Trustees such trustees as are named together with any successors who may be appointed pursuant to said 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.

Section 3. Reporting Forms.

(1) All participating Employers shall report to the Administrator(s) of the aforesaid employee benefit plans, or such other duly appointed depository, for all hours paid (or otherwise contributed for) by all employees participating in the employee benefit plans on forms provided by the trustees of the plans. It shall be the obligation of the Employers to have and use the official reporting forms. If an Employer maintains his payroll records and information on computer or other electronic equipment and desires to use and submit the required information in the form printed out by the computer or other electronic equipment, the Employer may use and submit such forms, subject to approval by the administrators, along with the official reporting forms.

(2) All reports shall be for the full calendar month last preceding. However, an Employer may use other reporting periods subject to approval by the Administrator.

Section 4. Time of Payment of Contributions.

(1) All Participating Employers shall remit all fringe benefit amounts due and owing on or before the fringe benefit payment date, which is hereby established as the 15th day of each calendar month (or the first business day thereafter if the 15th day of the month is not a business day), for all hours in the prior calendar month. If the participating Employer remits payment by mail and the envelope is posted with a postage stamp, if the stamp is cancelled by the U.S. Postal Service on or before the 15th day of the month (or the first business day thereafter if the 15th day of the month is not a business day), it shall be deemed to have been paid timely, regardless of the date of the actual receipt. If the participating Employer remits his payments by mail and his envelope is posted with an office postage meter, the payment must be received by the 15th day of the month (or the first business day thereafter if the 15th day of the month is not a business day) to be

deemed paid timely. If the participating Employer causes the fringe benefit payments to be delivered to the Union office, it shall be stamped as to the date and time of receipt, and if it is stamped by the Union office or postmarked on or before the 15th day of the month (or business day), it shall be deemed paid timely.

(2) An Employer who is delinquent in the timely remittance of fringe benefit payments more than once per calendar year or more than thirty (30) days late at the time shall make future payments and deductions on a weekly basis within seven (7) days following the close of the work week for a period of one (1) year.

(3) If a participating Employer has not remitted the total fringe benefit and payroll deductions due and owing to any plan or fund collected by the Sheet Metal Workers' International Association, Local No. 33 - Vermilion District and filed the official reporting forms by the fringe benefit payment date as aforesaid, the said Employer shall be liable to the Trustees of each employee benefit plan as to which the said Employer is in default for liquidated damages in such amount as shall be established by the trustees of each plan by a promulgation of rules and regulations, in accordance with the trust Agreements. The trustees shall notify all participating Employers of all promulgations of rules and regulations establishing and revising the liquidated damage of charges and any terms, conditions and provisions thereof in advance of the enforcement thereof; but by acceptance and participation in this Agreement, all participating Employers shall be bound by such promulgations on and after their effective dates.

(4) If a participating Employer is in violation of the provisions hereof, in addition to the provisions thereof, the participating Employer shall be liable to the trustees of each said employee benefit plan as to which said Employer is delinquent or in default, for reasonable attorneys' fee in any court of law, arbitration proceedings and/or federal or state administrative agency and cost actually expended by the trustees to enforce the said Employers' compliance with the provisions of this Agreement. Unless such Trustees, Unions or Associations have acted to the contrary, the liquidated damages shall be considered ten percent (10%) of all monies owed which must be collected by Local No. 33 - Vermilion District and/or National Pension Plan or any successor depository collection agent. All such liquidated damages and delinquent contributions which remain unpaid shall also accrue interest at an interest rate of twelve percent (12%) per annum until such time as they are paid.

(5) The contributions for the above plans shall be paid to Local No. 33 - Vermilion District at the Sheet Metal Workers Benefit Office, 3666 Carnegie

Avenue, Cleveland, OH 44115-2714. Contributions for the Pension Fund or any other Sheet Metal Workers' National Benefit Fund should be paid to Sheet Metal Workers National Benefit Funds, P.O. Box 14176, Ben Franklin Postal Station, Washington, D.C. 20044.

Section 5. Employer Delinquency Control.

(1) The trustees of the several employee benefit plans may establish Payroll Audit Programs, which shall be binding upon the parties. The trustees shall also have the right to determine who shall bear the cost of the audit, provided however that if the audit fails to disclose any current or past deficiencies, the Fund shall pay the cost of the audit. The trustees shall notify the participating Employer, in writing, of their desire to audit, and allow sufficient notice for the participating Employer to make available in his premises those payroll records and other records, reports and data reasonably necessary to conduct the audit in accordance with generally accepted auditing standards. The trustees and their agents and employees shall conduct the audits at such time, place and manner as to minimize the inconvenience to the participating Employer; and they shall preserve the confidentiality of all information obtained.

(2) All Employers shall furnish evidence of bonding to the office of Sheet Metal Workers' International Association, Local No. 33 - Vermilion District, to assure prompt payment by the Employers to all applicable fringe funds as required by this Agreement. Such bond shall be issued exclusively to secure payment of said fringe benefits. Bonding amounts required are:

1 to 2 workers	\$16,000.00
3 to 5 workers	\$20,000.00
6 to 10 workers	\$24,000.00
11 to 14 workers	\$28,000.00
15 or more workers	\$32,000.00

plus \$8,000.00 additional for each additional five (5) workers.

Exemption: Employers who have employed SMWIA No. 33 members during the preceding twenty-four (24) months and who have made all fringe payments without default are exempt from furnishing a bond until such time that they become in default. Upon such default an Employer will be required to furnish a bond for twenty-four (24) months. If such Employer is not in default during this period, his bond obligation is again exempted. Any Employer who provides written notice to Local No. 33 - Vermilion District that he has ceased employing

within the jurisdiction of this Agreement shall be entitled to a release from the bond ninety (90) days after making all aforementioned fringe fund payments.

(3) If an Employer violates this Section, the Union shall withdraw its men from said Employer until such time as said Employer complies with the requirements of this Section. The Union shall also have the right to picket over this violation.

(4) **Rights to Work Stoppage and Payment for Waiting Time.** A delinquent Employer will be given written notice that he is delinquent in any contributions and/or deductions required under this Agreement. This five (5) day notice, sent by certified mail, will cite all penalties and advise the Employer that his employees will be withdrawn from the job to effect collection of such contributions and/or deductions and that employees shall be withdrawn until the Employer brings his payment current.

This remedy shall be in addition to all other remedies available to the Union and the trustees and may be exercised by the Union, anything in this collective bargaining agreement to the contrary notwithstanding. Such withdrawal of employees to collect contributions to the trust's funds and deductions for the Savings Program and Working Dues/Assessments shall not be considered a violation of this Agreement on the part of the Union and it shall not be a subject of arbitration.

(5) The grievances and arbitration provisions provided in this Agreement shall not limit Local No. 33 - Vermilion District's ability to take economic action against a delinquent Employer, including, but not limited to, picketing, withholding men and leafleting.

Section 6. Additional Provisions.

(1) In the event that any employee benefit plan provided for in this Agreement paid for by participating Employer contributions is reduced or eliminated because of governmental action, the net savings, if any, to said Employer attributable to said action shall be paid to the employee and/or Employer (in reverse order) as wages computed as an increase in the hourly rate of pay. The increase, if any, shall be effective as of the first day the action is effective. Net savings is hereby defined to be the difference between the cost of the participating Employer's contribution to the funds, and the total cost to the Employer of the Governmental program which caused the reduction in or elimination of the program. The Employer agrees that in the event the cost of benefits provided by the National Pension Fund shall be increased as a result of

passage of federal or state legislation mandating changes in funding and/or vesting requirements, he will increase his contributions in an amount sufficient, in the judgment of an actuary selected by the Trustees of the Pension Fund, to maintain at the current level and on a sound actuarial basis all benefits then being provided for present and prospective covered employees, said increase in contribution to commence on the first (1st) day of the month following the effective date of the aforementioned legislation. Any increase shall be deducted from the total wage package. If all or any part of any fringe benefit (except Industry Fund) is dropped, it shall revert to wages, and shall not increase the total package.

(2) If the federal government institutes wage controls and/or National Health Care Plan, in any form and any portion of this collective bargaining Agreement is deferred or cut back, the parties shall meet promptly; and, if the action of the federal government which caused the deferral or cutback make it legally permissible to do so, the parties shall attempt to reallocate the monetary equivalent of the deferred or cutback wages or benefits in a manner that complies legally with the action of the federal government.

(3) If it is not legally permissible to reallocate the deferred or cutback portion, the Employer shall commence paying the wage and/or benefit rate that was deferred or cutback when and if it becomes legally permissible to do so.

(4) It is acknowledged and agreed by the parties that upon the making of all contributions required of them by this Agreement, participating Employers shall have no other or further obligation or responsibility to pay for, provide or otherwise fund any fringe benefits; it being the acknowledged intention of all parties that benefits from all employee benefit plan's shall be limited to those which can be financed from the respective trust funds. The participating Employers shall not be liable or responsible for the failure of the trustees to secure, pay or provide the benefits contemplated in the employee benefit plans for any participant or beneficiary. The obligation of the participating Employers shall be, and is hereby expressly limited to, the payment of contributions to the trust funds and no more, unless otherwise provided by law. If at any time any of the employee fringe benefit trust funds shall not be sufficient to pay out and provide all of the benefits provided for in the employee benefit plans, the trustees shall take such action as may be necessary and desirable in connection with the reduction of the then existing benefits in order that the cost of the benefits shall not be greater than that which can be paid from the trust fund. Without limiting the generality of the foregoing, it is expressly acknowledged

and agreed that the participating Employer shall have no responsibility or obligation to increase his contributions to the Trust Fund beyond that otherwise expressly provided for herein. It is expressly acknowledged, understood and agreed that the participating Employer does not guarantee any benefits to any participant or beneficiary; the obligation and responsibility of the Participating Employer being expressly limited to its obligation to make agreed contributions into the trust fund.

(5) For all employees who perform work covered by this collective bargaining agreement (unit should be specified or readily identifiable) who are participants in the national Pension Fund (the "Fund") by virtue of work for the Employer or any other Employer, contributions shall begin on the first day of employment, except as otherwise expressly provided below.

In the case of any employee who is employed by the Employer and who performs work for such Employer which is not construction work, the Employer shall not make contributions for such employee during the first thirty (30) days of his employment with the Employer, whether or not such days of employment are consecutive, and such employee shall not become a covered employee in the Fund until the day after the end of such thirty (30) days of employment.

The Employer shall report to the Fund all hours worked by every employee covered by this collective bargaining agreement (or if specific classification, the classification should be specified) and remit contributions not later than the 15th day of the month following the month in which any covered work is performed. The Employer will provide any and all information about employees working under this agreement, whether Fund participants or not, upon request of the Fund and will otherwise agree to abide by the Fund's Agreement and Declaration of Trust, which is incorporated by reference herein. The Employer agrees to designate truthfully those employees who do not perform construction work, and the Employer further acknowledges that the Fund intends to rely on such designation for all purposes under the Fund Plan and Trust.

(6) In the event that the parties hereto desire to alter the allocation of funds from the overall economic wage package negotiated by the parties and reflected in this Agreement, to increase or decrease the amount of money being contributed to any and/or all of the existing employee benefit plans or deductions they may do so upon the express conditions precedent that:

(a) The Trustees of any plan affected acknowledge and agree in writing.

(b) The Union shall have the right to make changes for Health & Welfare and Pension contributions and any such change amends this Agreement and becomes effective upon the date requested by the Union, provided the Employer is given a sixty (60) day notice of such change.

(7) If the Sheet Metal Workers' International Association, National Pension, or other Funds fall below predetermined safe financial level of operation, the contribution rate shall be increased by the amount determined to be needed by the Trustees, or benefits would be reduced to protect the safe financial level. Any increase shall be deducted from the total wage package.

ADDENDUM E

Travel

Section 1. This compensation, as mentioned in these Sections, shall be paid to each individual on a round trip basis, and shall be computed separately from his pay. It is understood that the compensation mentioned in all Sections shall be paid for each full working day, or fraction thereof, spent in the area of the job and shall be paid to each individual employed on the job as accounted for on the employee's time sheet.

Section 2. Employees driving or riding in the Employer's conveyance (or his/her personal conveyance) when leaving his contractual area before starting time and after quitting time shall be considered working and shall be compensated as follows:

The rate for driving shall be nine dollars and fifty cents (\$9.50) per hour for all driving time and shall be paid for at time and one-half for such time as is outside the regular eight (8) hour day, Monday through Friday, or for such time spent driving on Saturday, Sundays or Holidays.

Any employee traveling out of the jurisdiction of Local Union No. 33 and required by the Employer to remain overnight on a weekly basis shall be paid, in addition to the aforementioned schedule, all necessary room, board and expenses on a seven (7) day basis while employed in that area.

Any employee driving or riding in his personal conveyance, when leaving his contractual area or out of the jurisdiction of Local Union No. 33, shall be compensated at the rate of forty cents (\$0.40) per mile for all miles driven to and

from the job site using the shortest distance from where the employee leaves his home contractual area.

The travel time shall be determined from the Collective Bargaining Agreement limit to the job and return and this travel shall be calculated on a round trip basis based on the shortest distance from the jurisdictional line to the job site and back as established by Map Quest or any other comparable program.

ADDENDUM F APPRENTICES

Section 1

- First year - 45% of journeyman's wage plus health & welfare
- Second year - 50% plus all applicable fringes + 50% of journeyman annuity contribution
- Third year - 60% plus all applicable fringes + 50% of journeyman annuity contribution
- Fourth year – 70% plus all applicable fringes + 50% of journeyman annuity contribution
- Fifth year – 80% plus all applicable fringes + 50% of journeyman annuity contribution

Section 2 - JOB SITE APPRENTICE MANNING TABLE

1 journeyman		1 apprentice
2 journeymen		1 apprentice
3 journeymen	-	2 apprentices
4 journeymen	-	2 apprentices
5 journeymen	-	3 apprentices
6 journeymen	-	3 apprentices
7 journeymen	-	4 apprentices
8 journeymen	-	4 apprentices
9 journeymen	-	5 apprentices
10 journeymen		5 apprentices
11 journeymen		6 apprentices
12 journeymen		6 apprentices
13 journeymen		6 apprentices
14 journeymen		7 apprentices
15 journeymen	-	7 apprentices

16 journeymen	-	7 apprentices
17 journeymen	-	8 apprentices
18 journeymen	-	8 apprentices
19 journeymen	-	8 apprentices

Maintaining a three (3) journeymen to one (1) apprentice ratio thereafter. No apprentice shall displace a journeyman.

Section 3 – Apprentices will receive twenty (20) hours of wages and benefits when attending their concentrated apprenticeship day training program. These wages and benefits will be paid at their current hourly rate and benefit schedule at the time they are attending school.

**ADDENDUM G
UTILITY MAN**

Effective June 1, 2006

Expand their scope of work to allow them to work on anything except prevailing wage.

Ratio is :

- 4 journeyman to 1 utility man
- 7 journeymen to 2 utility men
- 12 journeymen to 3 utility men
- and 6 to 1 ratio from thereon out

That is for total employees per shop, per journeymen who had been employed at least 1,560 hours the previous year. Explanation: You could have four journeymen, two apprentices and one utility man.

Wage rates for Utility man
Effective June 1, 2006

Total Package:

Approximately 40% of basic taxable wage rate for journeyman \$24.70

Total Package:	\$18.15
Tri-County Health and Welfare worked	\$ 5.26 hours
Supplement	\$ 0.38
National Pension worked	\$1.38 hours
Annuity worked	\$ <u>1.25</u> hours
Taxable Hourly Wage	\$ 9.88
Deduction:	
Administrative Dues - hours worked	\$ 0.23
REC Fund (HOURS WORKED)	\$0.02
PAL (HOURS WORKED)	\$0.04
COPE (HOURS WORKED)	\$0.05
Balance in paycheck:	\$ 9.54

ADDENDUM H
Work Rules

The following working rules shall be observed by both Employers and employees, and are to be considered part of the signed Union Agreement.

Section 1. Place of Business. The Employer shall maintain a permanent place of business which is not in connection with, or part of, a domestic establishment. Employers are required to have their shops clean, well-lighted and heated, and the necessary sanitary facilities as required by law. Employers are also to provide all necessary safety devices on tools and machinery. In shops or jobs, the Employer is required to furnish a large tool box or necessary protection for the tools and equipment.

Section 1(a). Tool Protection. Sheet Metal Workers' tools furnished by the journeymen and apprentices will be insured by the Industry Fund under the following conditions:

1. The maximum loss for each man for each occurrence is the current retail cost of the necessary hand tools as required under Article IX. The maximum loss for one man for each occurrence is five hundred dollars (\$500.00) with a thirty-five dollar (\$35.00) deduction for each occurrence of partial loss of tools. No deduction where a total loss occurs.
2. There must be clear signs of fire and/or forcible entry and a police report must be filed.
3. The tools shall be protected against fire and theft only, and only if the tools are at the job or in the shop.
4. A representative of the Union and a representative of the Association will act as the adjusters on claims.
5. All tools shall be etched with the man's name or initials.
6. The man shall furnish a list of tools to the Industry Fund, and this will be the official list of tools insured.
7. All claims shall be submitted to the Industry Fund, on forms provided. All questions must be answered.
8. Approval for payment will be made by a representative of the Union and the Contractors.

The deadline required for listing tools will be ninety (90) days from initiation. After that time no claims will be considered unless an inventory is on file at the Industry Fund Office.

Section 1(b). First year apprentices shall furnish a hammer, rule, screwdriver, pliers and aviation snips (right and left hand).

Section 1(c). Journeymen and apprentice (2 years and above) sheet metal workers' tool list:

One six foot rule (folding)	Center Punch
10' - 0" steel tape	Stove bolt wrench (3/16" & 1/4")
R & L aviation snips - right/left handed (Whitney #5 Jr. or equal)	Metal hand punch

Regular straight snips, bulldog snips, (either/or)	8" adjustable wrench
8" regular pliers	Hand tongs 3 1/2"
Screwdrivers (as required)	Drift Pin
Cold chisel and cape chisel	Chalk line
Plumb bob	Rivet sets (as required)
12" adjustable square (combination with level)	Hack saw frame
Trowel	Riveting hammer 1 1/4#
Mortar chisel	Peening hammer (either/or)
Vise grip pliers	Prick punches
Scratch awl	Dividers (as required)
Crescent wrench or open end	Dolly Bar
Torpedo level	

Section 1(c) 1 – All additional tools will be furnished by the Employer. A member of Local Union No. 33 will be permitted to carry a battery drill, if provided with such by the Employer.

Section 1(d). Service Technicians/Installers Tool List:

Tubing Cutters to 1 - 1 1/8"	Tape Measure
Flare & Swedge Kit	Center Punch & Scratch Awl
Crescent Wrenches to 18"	Gasket Scraper*
Allan Wrenches	Inspection Mirror
Screw Drivers (all types)	Tin Snips
Pliers & Channel Locks	Straight Snips
Impact Driver Set *	Miscellaneous Sheet Metal
3/8" Socket Sets	Hand Tools
Flashlights	Vice Grips
Knife	Terminal Crimping Tool
Hammers	Pocket Calculator
Hacksaw	
Wire Cutters & Strippers	Level
Nut Drivers	Manifold Set* (2 recommended)
Pipe Wrenches up to 18"	Manifold Hoses*
Metal Chisels	Millivolt Meter*
Pry Bar	Amp Probe*
Open End & Box Wrenches	VOM
Tool Belt & Tool Boxes	Fish Tape*
Pocket Thermometer*	

*Replacement of stolen or worn out equipment will be at the cost of the contractor.

*All Items are optional

Section 1(e). Computerized Equipment: The operation of computerized equipment used to perform the sheet metal work as prescribed in this Article I, Section 1 of this Agreement shall be performed only by journeymen and apprentice sheet metal workers.

Sheet Metal Workers' Compensation – Social Security

(a) The Employer shall carry Workers' Compensation Insurance irrespective of the number of employees he may have for the protection of the men employed by him. Each Employer is to furnish to Local No. 33 - Vermilion District a copy of his certificate of Premium Payment covering Workers' Compensation.

(b) The Employer shall pay Unemployment Insurance, Social Security, etc., as required by the laws of the State of Ohio and the Federal Government.

Section 3(a). Stewards. Every job and shop shall have a Steward. It shall be the duty of the Steward to cooperate with the Employer to see that all contract and safety requirements are complied with. No Foreman shall act as Steward and all such Stewards shall be appointed by the Business Manager or his representative. All Stewards shall have seniority and be the last man laid off next to one (1) supervisor provided he is capable of performing the work remaining to be completed. The Steward shall work on the job all overtime hours that sheet metal work is being performed; however, the Steward shall appoint an acting Steward in the event he is unable to be present due to personal reasons or his inability to perform the work in question. No Steward may be removed or transferred without notice to the Union. The Steward shall not be interfered with in the reasonable performance of his duties. The Employer will confer promptly with the Steward on all overtime that is to be worked.

In the event an Employer is forced to reduce his employees to complete layoff, including the Steward, and the shop is not closed more than thirty (30) days, the employees shall be recalled in the order of layoff including the Steward.

The Business Representative shall, in all cases, notify the Employer of the appointment of any Steward.

Section 3(b). Local No. 33 - Vermilion District Preference. When it becomes necessary to man jobs with members from other localities, it shall be understood that in laying off men, members of the Local No. 33 - Vermilion District, who have residence in the counties of Lorain, Huron, Erie and Sandusky shall have preference for maintenance of their jobs and be the last to be laid off.

Section 4. With the enactment of the Occupational Safety and Health Act of 1970, effective April 28, 1971, each Employer under the Act has the general duty to furnish each of his employees employment and places of employment free from recognized hazards causing, or likely to cause, death or serious physical harm; and the Employer has the specific duty of complying with safety and health standards promulgated under the Act. Each employee has the duty to comply with these safety and health standards, and all rules, regulations, and orders issued pursuant to the Act which are applicable to his own actions and conduct.

Section 5. Working with Tools. No member of a firm shall be allowed to handle tools outside shop and only one (1) member of any firm will be allowed to do sheet metal work in the shop and he shall do such work only during regular working hours and have at least one (1) journeyman sheet metal mechanic employed in the shop. Status of every Employer shall be as set forth in the Constitution of the Sheet Metal Workers' International Association.

Section 6. Job Assignment Sheets. See Article III, Section 1 of the Standard Form of Union Agreement.

Section 6. With the rise of non union competition and infringements by other craft unions, sheet metal workers' and signatory contractors in recent years have suffered significant declines in the share of the market of work within the jurisdiction of the Sheet Metal Workers' International Association. It is the intent of all parties of this Agreement to take strong measures to reverse these trends and provide for the long term health of the union employing industry, the signatory contractor shall exhaust all efforts for the purchase of all distribution of air products, specifically but not limited to, VAV boxes, fan (powered or not, make up air units, fans, air distribution devices, grilles and diffusers, and assign them completely to the sheet metal workers employed by him.

Section 7. The Employer also agrees to furnish completed forms as required by the State or Federal Department of Labor for purposes of prevailing wage surveys by county. Occasional or out-of-town contractors shall complete and submit to the Union said forms immediately upon start of a job within the bounds of Local Union No. 33.

Section 8. Coffee Break and Wash Up Time. Employees shall be given sufficient time as determined by management to wash up before lunch and at quitting time. All Employees' tools must be securely put away by whatever quitting time is in effect.

Coffee privilege of ten (10) minutes in the morning and ten (10) minutes in the afternoon will be granted to each employee. This is to be worked out in each job or shop by majority rule.

Section 9. Notice of Lay-Off. Men will receive their notice at least one (1) hour before quitting time on the day of lay-off.

Section 10. Height Pay. Fifty cents (\$.50) an hour above the Journeyman's scale rate of pay for swing or hanging scaffolds fifty feet (50') in height, determined by plank of platform workman is standing on.

Section 11. Shift Work.

(a) Field shift work shall apply only on industrial and commercial work under conditions where the normal operation of the customer's business will not permit the work to be done during the regular working hours, as provided for in this Agreement.

(b) Field shift work shall be compensated for on the basis of, second (2nd) shift seven and one-half (7½) hours work for eight (8) hours pay plus twenty-five cents (\$.25) per hour premium. Third (3rd) shift seven (7) hours work for eight (8) hours pay plus fifty cents (\$.50) per hour premium.

(c) Any employee working in excess of a shift will be considered to be working at overtime rate.

ADDENDUM I

Reporting Pay

Employment of Senior Journeymen

Section 1. Reporting Pay. Journeymen sheet metal workers who report to work by direction of the Employer and are not placed at work, shall be entitled to one (1) hour's pay at the established rate, and thirty cents (\$0.30) per mile for every mile traveled over fifteen (15) miles, from his/her home to the reporting site.

The Employer, however, shall be relieved of the reporting liability created by this Section provided:

(a) It can be established that the employee was notified prior to the start of his regular shift not to report.

(b) The work involved was to be performed by a new employee on whom the Employer records were not complete as to telephone number, address, etc., in which event notice of no work given to the Union Business Representative shall suffice to remove any liability for such reporting pay.

(c) This provision, however, shall not apply under conditions over which the Employer has no control.

It is further understood and agreed between the Employer and the Union, in giving prior notice as required by the provisions of this Section, the Employer shall be entitled to rely upon the employee's last known address and telephone number as reflected by the Employer's records, and any failure to notify based upon either the inaccuracy or incompleteness of such information shall serve to excuse the Employer from any reporting pay liability.

Section 2. Employment of Senior Journeymen. On jobs where the Employer employs five (5) or more men, one (1) of every five (5) sheet metal workers shall be between fifty (50) to sixty (60) years of age whenever possible. If total employment conforms within the company, the foregoing shall not apply.

ADDENDUM J

Quality Workmanship & Safety Training

Section 1. Quality Workmanship. Journeymen sheet metal workers and apprentices shall strive at all times to do their work in a neat, safe and efficient workmanlike manner and uphold the quality and standard of sheet metal work. It is expected of each Journeyman and apprentice to improve his knowledge of and ability in the trade.

Section 2. Tool and Equipment Rental. No employee shall furnish or rent to the Employer any tools, scaffolds, trucks or any other equipment.

Section 3. Journeyman Upgrading. In order to maintain minimum training and experience requirements necessary to continue in the status of a “qualified journeyman”, a journeyman working one thousand (1,000) hours or less in the previous year, may be required upon recommendation by a Joint Apprentice and Training Committee to attend specific classes made available by the Joint Apprentice and Training Committee and/or other journeymen to attend classes on their own time. Fees for such classes are to be paid by the employee. Fees are to be refunded by the Employer at satisfactory completion of the course. The Union and the contractors may require journeymen and apprentices to take courses of training on their own time at no cost to the member to meet the needs of the industry through the J.A.T.C. with written approval of the Business Manager and the S.M.A.C.N.A. Chairman.

Section 4: Mandatory Safety Training: All active journeypersons and apprentices shall be required to maintain an up-to-date OSHA thirty-hour (30) safety card. This training shall be provided through the JATC or the Safety Incentive Program. For new journeymen this training will be completed within twelve (12) months of their initiation date. All apprentices will receive safety training as part of their curriculum.

This training will be at no cost to the employee and no wages shall be paid.

Section 5. Apprentice Opportunity. All Journeymen sheet metal workers and foreman are required to give an apprentice all the opportunity possible to learn and progress. Foremen and men in charge of shops and jobs are responsible for an apprentice and are required to see that an apprentice attends school on the days assigned to him. No apprentice shall work alone in the field except under supervision of a journeyman.

The Union and Employer agree to continue to cooperate in the propagation of an effective apprenticeship program, including school facilities, to be made available.

“It is the recognized goal of the Employers and the Union to start three (3) apprentices per year in an effort to stabilize the Apprenticeship Program.”

Section 6. The Union and Contractors jointly recognize continuous training benefits both the employee and the employer and is critical to retaining and increasing market share. Both parties agree to pursue more efficient business and construction methods.

- a) The Employer may elect to hold training meetings immediately after the regularly scheduled work day. The Employer will pay for all training costs. Employees will be paid fifty-percent (50%) of their current hourly rate of pay for attending; no fringes will be paid. Meetings will be limited to four (4) hours per month. Employees must receive two (2) weeks prior notice for any meeting.
- b) The Employer may elect to offer additional training to select employees outside of the regular work day. Such training will be strictly optional for the employee and will require the approval of the business manager. The Employer will pay for all training costs. No wages or fringes will be paid.

ADDENDUM K

Business Manager

The Business Manager or Business Representative shall have access to any area where men are employed and covered by this Contract, and shall not be detained in any way wherever the Employer has control. It shall be understood that the Business Manager or Business Representative shall register with the office before entering the working area whenever this is possible.

ADDENDUM L

Referral Procedure

It is mutually agreed among the parties hereto that the following conditions shall govern all referrals of applicants for all positions within the scope of the Agreement between the parties and shall supersede any contract provisions which may be contained in said Agreement.

1. Any Employer in need of additional employees shall call the Union Office or submit his request in writing.
2. The Union agrees to furnish to the Employer or Employers parties hereto journeymen sheet metal workers in sufficient number as may be necessary to properly execute the work contracted for by the Employer or Employers in the manner and under the conditions specified in this Section.

3. The Union agrees to select and refer all applicants for employment without discrimination against such applicants by reason of, or in any way affected by, Union membership, by-law regulations, constitutional provisions, or any other aspects of obligation of Union membership, policies or requirements. Further, there shall be no discrimination because of race, color, creed, national origin, age or sex.

4. The Employers shall have the right to reject any applicant for employment.

5. In order for the applicant to gain access to the various industries within the jurisdiction of Local No. 33 - Vermilion District and substantiate that he has been referred to a particular Employer, he shall report to the Union office and receive his referral in quadruplicate. Said referral shall contain the name of the Employer to whom he is referred, his name, address, telephone number, social security number, etc. He will also receive an authorization for working dues deduction, savings deductions and reason for dismissal or refusal of the Employer to hire the applicant.

6. If, within a period of forty-eight (48) hours the Employer cannot obtain employees under the hiring procedure as set forth in this Section, he shall be permitted to hire from any other source whatsoever, and such employees shall apply for membership in the Union as set forth in Article V of the Standard Form of Union Agreement.

7. The Employer shall have the right to recall a former employee provided a period of no more than sixty (60) days has expired.

8. Both the Union and the Employer agree to post a copy of the referral procedure set forth in this Section in places where notices to employees and applicants for employment are customarily posted.

ADDENDUM M

Standards for Sheet Metal Work

Standards for sheet metal work shall be as published by the Sheet Metal and Air Conditioning Contractors' National Association and shall be the equal obligation of both Employers and sheet metal workers.

ADDENDUM N

**Light Commercial Addendum
For Bidding Complete Heating, Ventilating and Air Conditioning Packages**

Section 1. This work shall be included and performed under the Residential 33 Addendum, unless covered under Special Project Agreement rates, or pre-determined building trades wage rates under the Davis-Bacon Act, or work that is presently being performed under the Building Trades Agreement.

Section 2. This work shall be limited to new or existing construction of two or less stories. To determine the mechanical size of projects that qualify under this Addendum, the following rules apply: Project can have units up to 5,000 CFM of air moving capacity. Project can have up to a total of 20,000 CFM of air moving devices. (Add together CFM ratings of all roof top units, supply fans, exhaust fans, furnaces rotation units, air handlers and make up air units to be used on project). Duct work up to twenty (20) gauge may be used on these projects and sixteen (16) gauge kitchen exhaust. Bathroom exhaust fans or exhaust fans that have no duct work attached to them will not be included in the calculations.

Section 3. The Employer agrees that none but building trades journeymen and apprentices, residential journeymen and trainees shall be employed on any work described in this Addendum, except as noted herein, provided, however, that a building trades member may be voluntarily employed on such work as residential journeyman, provided no residential members are available and prior approval has been granted by the Union.

**ADDENDUM O
Review of Payroll Records**

The Union shall have the right to review payroll records, hours worked and travel payments of the Employer if the Union has reason to believe he is not paying according to this contract.

**ADDENDUM P
Employee Assistance Program**

The Drug and Alcohol Employee Assistance Program, when and if adopted, shall become part of this Agreement.

ADDENDUM Q

Conditional Journeyman Program

Section 1. An Employer that chooses to hire a conditional journeyman, will send the request to the Union Hall for evaluation. The evaluation will establish the starting wage and length of time to serve. After this process, a referral will be written.

Section 2. An Employer, in signed agreement with the Vermilion District that has regularly employed three (3) building trades journeymen sheet metal workers for 1,560 hours, averaged by total hours, the preceding twelve (12) months shall be entitled to one (1) conditional journeyman.

Section 3. An Employer that has regularly employed over ten (10) building trades journeymen sheet metal workers for 1,560 hours, averaged by total hours, the preceding twelve (12) months shall be entitled to two (2) conditional journeymen, and so on for each additional ten (10) building trades journeymen sheet metal workers employed.

Section 4. If the Employer of conditional journeymen employment falls below the required ratio of hours and manpower, he must lay off the least senior conditional journeyman, or he may, at his option, rotate the conditional journeyman with the least time remaining to elevation of his status to building trades journeyman sheet metal workers having at least equal, but never less work hours.

Section 5. Wages are based on a percentage of the basic taxable wage rate of a building trades journeyman:

- First year - 50% Basic taxable + all applicable second-year apprentice fringe benefits
- Second year – 60% Basic taxable + all applicable third-year apprentice fringe benefits
- Third year – 70% Basic taxable + all applicable fourth-year apprentice fringe benefits
- Fourth year – 80% Basic taxable + all applicable fifth-year apprentice fringe benefits

Section a) – The conditional journeyman program will be a four-year program. The program may be extended or shortened on an individual basis if agreed upon by both the Union and the Contractor.

Section 6. Every conditional journeyman enrolled in the program will attend on his/her own time, and successfully complete all classes designated by the Joint Apprenticeship and Training Committee. Failure to attend, make up, and complete classes will result in termination from the program.

Section 7. The Employer, at his discretion, can call for a meeting with the Joint Apprenticeship and Training Committee for the advancement of a conditional journeyman. The Employer will relate skill level improvements that have taken place and then a decision will be made by the Joint Apprenticeship and Training Committee and Employer.

Section 8. The names and addresses of the Employers and the conditional journeymen will be registered to the Joint Apprenticeship and Training Committee so that proper notification for classes and pay increase can be maintained.

Section 9. All other terms and conditions of the agreement of Local Union No. 33 Vermilion District, are applicable to the contractor and the conditional journeyman.

Section 10. Conditional journeyman rates do not apply on prevailing rate job sites. Conditional journeymen will not be permitted to work outside the Vermilion District jurisdiction. No sheet metal journeyman or apprentice will lose their job as the result of hiring a conditional journeyman.