

**STANDARD FORM OF UNION AGREEMENT
and
ADDENDUM TO 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 July 2006 by and between Central Missouri Sheet Metal Contractors' Association and each business establishment individually, whether represented by a contractor association or not, hereinafter referred to as the Employer, and Local Union No. 36-B of Sheet Metal Workers' International Association, hereinafter referred to as the Union for the counties of Adair, Audrain, Boone, Callaway, Clark, Cole, Cooper, Dent, Gasconade, Knox, Lewis, Macon, Maries, Montgomery, Osage, Phelps, Pulaski, Putnam, Schuyler, Scotland, Sullivan and Randolph counties, all in Missouri.

ARTICLE I

SECTION 1. This Agreement covers the rates of pay and conditions of employment of 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 and nonferrous metal work and all other materials used in lieu thereof and of all HVAC systems, air-veyor systems, exhaust systems and air-handling systems regardless of material used including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all air-handling equipment and ductwork; (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; and (e) all other work included in the jurisdictional claims of Sheet Metal Workers' International Association.

SECTION 2. All materials, appurtenances, devices, fixtures, equipment and tools used in the construction of sheet metal work shall be handled, placed in position, and connected by members of the Union. They shall also handle, unload and distribute all aforementioned upon and after its arrival at the job site or premises. They shall also do the unloading for removal of any of the aforementioned. When materials fixtures or equipment are protected by covering during construction, such covering shall be put on and removed and fixtures cleaned by members of the Union.

SECTION 3. It is further understood that employees covered by this agreement shall cut all openings through walls, floors, ceilings and roofs that are to receive sheet metal work of all description provided these openings do not interfere with structural capacity of any part of the building or where structural lintels are specified.

ARTICLE II

SECTION 1. No Employer shall subcontract or assign any of the work described herein which is to be performed at a jobsite 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.

- o Standard Form of Union Agreement is in bold type.
- o Addendum to Standard Form of Union Agreement is lighter type.
- o In the application of this agreement, any references to the male gender shall also mean the female and any reference to the female ender shall also mean male.

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

ARTICLE III

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

SECTION 2. It is agreed that the Union may appoint a Sheet Metal Worker as a Steward for each shop and for each project requiring three or more Sheet Metal Workers. The Union agrees to consult with the employer regarding the proposed Stewards' qualifications, so as to promote harmony and efficiency within the work place.

It is agreed that the employer will consult with the Union prior to transfer or termination of employment of a Steward for any reason other than lack of work or completion of the job.

ARTICLE IV

SECTION 1. The Union agrees to furnish upon request by the Employer duly qualified journeymen, apprentice, pre-apprentice, and classified sheet metal workers in sufficient numbers as may be necessary to properly execute work contracted for by the Employer in the manner and under the conditions specified in this Agreement.

SECTION 2. The Union shall refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union, race, creed, religion, color, national origin, sex or ancestry and such referral shall not be affected in any way by the rules, regulations, bylaws, constitutional provisions, or any other aspect or obligation of Union membership policies or requirements. Notwithstanding the above, the employer agrees to employ 1 journeyman aged 55 or above, if available, for each 6 journeymen employed. When employees are required, the employer shall notify the Union of the number required, skills required and reporting time and place. In hiring persons, the employer shall be the sole judge of the number of persons required. The employer shall retain the right to reject any applicant referred by the Union. Any applicant for employment who is rejected by employer shall not be entitled to remuneration by employer or Union. Employer shall notify Union of rejection of applicant. Employer reserves the right to request applicants by name who have either been employed by said employer within the past six months or who possess special skills. Otherwise the Union shall dispatch the first person on the out of work list. The Union shall maintain an out of work list, which shall list the applicants in chronological order as of the date of lay off. Each laid off applicant must sign the out of work list at Sheet Metal Workers Local #36-B Training Center, Fulton, MO. A qualification card must be filled out at this time.

Group I and Group II Classification

Group I - All applicants for employment who have four or more years experience in the sheet metal construction industry, are residents of the geographical area constituting the normal construction labor market, have passed a journeyman's examination given by a duly constituted Local Union of the Sheet Metal Workers' International Association and/or the Joint Committee and have been employed for a period of at least one year in the last four years under a collective bargaining agreement between the parties to this contract.

Group II – All applicants for employment who have four or more years of experience in the sheet metal construction industry, and who have passed a journeyman’s examination given by a duly constituted Local Union of the Sheet Metal Workers’ International Association and/or the Joint Committee.

Group I list will be exhausted before anyone from Group II is employed. After 1 year of signing the out-of-work list, Group II applicants will be moved to Group I.

An applicant who is, employed by the employer for 100 hours or more and whose employment is terminated, shall have his/her name placed on the bottom of the out of work list. In no case shall an employee terminate his employment prematurely merely in order to remain short of the 100 hours if the employer is in need of the employee’s services.

An applicant may refuse two (2) jobs without losing his/her position on the out of work list; however, if the applicant refuses a third job, he/she will lose his/her position on the list, and be placed on the bottom of the list.

An applicant who is referred to a contractor and who fails to report for work without prior notice to the Union office shall be placed at the bottom of the list.

The employer agrees to provide a written statement on a form provided by the Union advising the reason for rejection of any applicant for employment.

Section 3. The sheet metal workers when working in a composite crew shall be paid the same base wage scale as the other crafts if the other crafts’ base wage scale is higher, plus the sheet metal worker’s fringe benefits. This shall exclude the handling and setting of air handling units.

Section 4. Where the length of the sheet metal installation job is (30) thirty calendar days or more and 3 or more persons are employed on said job, a dry place must be made available for employees to eat lunch and change clothing and heat must be furnished in cold weather.

Section 5. Employees shall not suffer a loss of pay for actual time spent in obtaining, or assisting other employees to obtain, medical attention for a job related injury, including travel to and from the treatment site. The injured employee shall not suffer a loss of pay on the day on which a job related injury occurs providing the treating physician advises, in writing, that the employee should cease work for a part or all of the remainder of the day.

Section 6. The Union shall be given at least a (3) three-day notice when an employee is to be laid off. This will not count Saturday or Sunday, if possible.

Section 7. Each employer shall carry workers’ compensation insurance on all employees and shall, upon request, furnish a certificate of insurance as proof of such coverage to the Union.

Section 8. The employer shall appoint a duly qualified journeyman sheet metal worker as foreman, general foreman or superintendent in accordance with the following schedule.

Number of sheet metal workers assigned to a job	Foreman	General Foreman	Superintendent
2-10	1		
11-18	1	1	
19-26	2	1	
27-34	3	1	
35-42	4	1	
43-50	5	1	1

Section 9. For each additional eight sheet metal workers or fraction thereof assigned to a job site by an employer, one shall be foreman.

Section 10. If a journeyman is placed in charge of a shop, he shall be designated foreman.

ARTICLE V

SECTION 1. The Employer agrees to require membership in the Union, as a condition of membership is available to such employees on the same terms and conditions generally applicable to other members and that membership is not denied or terminated for reasons other than the failure

of the employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership.

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

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

Section 4. The employer agrees to deduction 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 of each month, the Employer shall remit to the designated financial officer of the Union the amount of deductions made for the prior month, together with a list of employees and their Social Security numbers for whom such deductions have been made.

ARTICLE VI

Section 1. The regular working day shall consist of eight (8) hours labor in the shop or on the job between six (6) a.m. and five-thirty (5:30) p.m. and the regular work week shall consist of five (5) consecutive eight (8) hour days labor in the shop or on the job, beginning with Monday and ending with Friday of each week.

The regular working day may also consist of ten (10) hours labor in the shop or on the job between six (6) A.M. and five thirty (5:30) P.M. and the regular working week shall consist of (4) ten (10) labor in the shop or on the job between Monday and Friday of each week.

If a holiday is observed during the work week four (4) 10 (ten) work day may be scheduled upon prior approval of the Business Representative.

All full time or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate.

Except as otherwise provided pursuant to Section 4 of this Article, all work performed outside the regular working hours and performed during the regular work week and on Saturday shall be at one and one half (1 1/2) times the regular rate hours.

A make-up day may be scheduled for work missed due to inclement weather or other reasons when mutually agreed between the Local Union and Employer. The make-up hour shall be paid at the regular hourly rate of pay.

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

As an exception to the above, all service work performed outside the regular working day or first shift shall be paid for at 1-1/2 times the regular hourly rate.

Section 2. New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day and Sundays shall be recognized as holidays. All work performed on holidays shall be paid at two (2) times the regular rate. When a holiday falls on Sunday, the following Monday shall be considered a holiday. When a Holiday falls on Saturday, Friday is recognized as a holiday. Upon approval of the Business Representative, in plant maintenance work will be performed at the regular hourly rate on Friday preceding a holiday and on Monday following a holiday.

Section 3. It is agreed that all work performed outside the regular working hours during the

regular work week and on holidays shall be performed only upon notification by the Employer to the 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 as follows:

a.) The first shift shall consist of eight (8) hours of labor in the shop or on the job beginning as early as six (6) a.m. and ending as late as five thirty (5:30) p.m. All full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate.

b.) The second shift shall consist of eight (8) hours of labor in the shop or on the job beginning at the end of the first shift. Wages paid for working during the second shift shall be 10% above the regular hourly rate.

c.) The third shift shall consist of eight (8) hour of labor in the shop or on the job beginning at the end of the second shift. Wages paid for work during the third shift shall be 15% above the regular hour rate.

d.) Employees shall not be required to work for more than six (6) consecutive hours with out a lunch break.

Section 5. It is agreed that the employer will cooperate with **the Union to insure that each** employee shall take his/her compulsory 10 working day's vacation each calendar year.

Section 6. At the request of the business representative of Local #36-B, any member doing work for the joint apprentice and training committee shall be allowed to take off 10 working days in addition to his/her mandatory vacation each year.

ARTICLE VII

SECTION 1. When employed in a shop or on a job within the counties included in this agreement, employees shall be governed by the regular working hours specified herein and shall provide for themselves necessary transportation within the said limits from home to shop or job at starting time and from shop or job to home at quitting time, and the Employer shall provide, or pay, [or all necessary additional transportation during working hours.

SECTION 2. Forty dollars (\$40.00) per day for each day worked will be the subsistence pay for employees where it is required they stay overnight. No subsistence paid if employee lives in the county where the job is located.

ARTICLE VIII

SECTION 1. The minimum hourly rate of wages and all applicable hourly contractual benefits for journeyman, apprentices, pre-apprentices and classified sheet metal workers covered by this agreement when employed in a shop or on the job within the jurisdiction of the Union to perform any work specified in Article I of this Agreement shall be as shown in Appendix 1 of this Agreement, except as hereinafter specified in Section 2 of this Article.

The following increases are to become effective on the dates shown. See Addendum 1 for package breakdown.

July	01, 2006	\$1.28
July	01, 2007	\$1.32
July	01, 2008	\$1.36
July	01, 2009	\$1.40
July	01, 2010	\$1.44

Payments identified as “wages” including wages for work performed on “make-up” days, shall be paid to the employee in the shop or on the job at or before quitting time on Friday of each week. No more than three days pay and one “make-up day” pay will be withheld. Employees, when discharged, shall be paid in full.

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

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

- | | |
|---|--------------------------------------|
| 1. Ventilators | 6. Mixing (attenuation) boxes |
| 2. Louvers | 7. Plastic skylights |
| 3. Automatic and fire dampers | 8. Air diffusers, grilles, registers |
| 4. Radiator and air conditioning unit enclosures | 9. Sound Attenuators |
| 5. Fabricated pipe and fittings for residential installation and light commercial work as defined in the locality | 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 journeyman, pre-apprentice and classified sheet metal workers hired outside the territorial jurisdiction of this Agreement shall receive the wage scale and working conditions of the local Agreement covering the territory in which such work is performed or supervised.

SECTION 6. When the Employer has any work specified in Article I of this Agreement to be performed outside 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. Journeyman 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 the local Agreement. If employees are sent into an area where there is no local Agreement of the Sheet Metal Workers’ International Association covering the area then the minimum conditions of the home local union shall apply.

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

SECTION 8. Welfare benefit contributions shall not be duplicated.

When sheet metal workers are employed temporarily outside the jurisdiction of their home local union, the parties signatory to this Agreement agree to arrange through the Health and Welfare Trust Fund to transmit health and welfare contributions made on behalf of the employee to the

Health and Welfare Trust Fund in the employee's home local union.

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

When sheet metal workers are temporarily employed outside the jurisdiction of their home local union, the parties signatory to this agreement shall arrange to transmit any 401(k) contributions required to be made to a 401(k) plan where the work is performed to a 401(k) plan established for the employee's home local union, and/ or to the National Supplemental Savings Fund.

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

SECTION 9. When employees are discharged, one-fourth (1/4) hour time shall be allowed for gathering their tools and clothing. All employers shall pay employees in their employ wages in full immediately upon discharge due to a layoff or summary dismissal.

SECTION 10. Journeyman, apprentices, pre-apprentices and classified sheet metal workers who report for work by direction of the Employer, and are not placed to work, shall be entitled to two (2) hours' pay at the established rate. This provision, however, shall not apply under conditions over which the Employer has no control.

SECTION 11. Each Employer covered by this Agreement shall employ at least one (1) journeyman sheet metal worker who is not a member of the firm on all work specified in Article I of this Agreement. However, it will be permissible for an owner-member to be the journeyman sheet metal worker.

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

(b) The employer shall pay 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.

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

(d) Grievances concerning use of IFUS funds for prohibited purposes 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 the 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-chairpersons of the National Joint Adjustment Board. The arbitrator shall be authorized to impose any remedial order he deems appropriate for violation of this Section, including termination of the employer's obligation to contribute to the IFUS. The authority of the arbitrator is expressly limited to a determination of a 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 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 Workers' Local 36-B, for transmittal to the Central Missouri Sheet Metal Contractors Association Industry Fund (hereinafter referred to as the local industry fund), seven cents (\$0.07) per hour for each hour worked on or after the effective date of this Agreement by each employee of the Employer covered by this agreement. Payment shall be made monthly on or before the 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 fund shall include in such written report, a statement attested to by a certified public accountant and containing its balance sheet and detailed statement of receipts and disbursements. Further specific detailed information in regard to fund activities or its receipts and/or disbursements shall be furnished to the Business Manager of the Union upon his written request.

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

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

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

SECTION 15. Effective as of the date of this Agreement the Employers will contribute to the International Training Institute for the Sheet Metal and Air Conditioning Industry (III) 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 III, or for purposes of collection and transmittal through Sheet Metal Workers' National Benefit Funds.

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 purposes of collection and transmittal through Sheet Metal Workers' National Benefit Funds.

Effective as of the date of this Agreement the Employers will contribute to the Sheet Metal Occupational Health Trust (Institute) two cents (\$0.02) per hour for each hour worked by each employee of the Employer covered by this Agreement until the Institute Trustees determine that the Trust is financially self-sufficient. Payment shall be made on or before the 15th day of the succeeding month and shall be remitted as designated by the Trustees of the Institute, or for purposes of collection and transmittal through Sheet Metal Workers' National Benefit Funds.

The parties agree to be bound by the separate Agreements and Declarations of Trusts

establishing the International Training Institute for the Sheet Metal and Air Conditioning Industry, the National Energy Management Institute Committee, the Sheet Metal Occupational Health Institute Trust, and the Industry Fund of the United States and the separate agreements and declarations of trusts of all other local 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 to all national funds to cooperatively establish uniform collection procedures to provide for efficient and effective operation of the various national trusts.

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 two (2) days notice of such delinquency by the trustees. The withdrawal of such employees from the service of the Employer shall not constitute a violation of any provision of this Agreement.

SECTION 17. It is hereby mutually agreed between the parties, that a Welfare Fund shall be continued in force and effect and administered by MO-KAN. Payments shall be in accordance Appendix 1. It is further agreed that payments to the Welfare Fund shall be an area practice and shall include all employees of the Employer covered by this Agreement. Contributions shall be made to MO-KAN by an Employer on any employee within the jurisdiction of the Union and who is not covered by a like Welfare Plan of his parent organization. All payments to said Welfare Fund shall be made on or before the 15th day of the succeeding month. The contributions of the Employer shall be used for the normal administration and to provide welfare benefits to eligible employees and their families in such form and amount as the Trustees of the Welfare Fund may determine.

The contributions by the employer for the Health and Welfare Fund shall be paid to MO-KAN, P.O. Box 300019, Kansas City, MO 64130, no later than the 15th of the following month.

SECTION 18. The Employer will deduct from the wages of each employee covered by this Agreement the assessment for each hour worked approved by the membership of Local Union 36B, Sheet Metal Workers' International Association for the Educational, Organization and Public Relations Fund, Local Building Fund and the Equality Fund, and to forward said sum every month together with a summary of the hours worked during the month to the office of the Administrator of the Funds; provided that the employee has signed a written authorization for such deduction. Payment shall be made on or before the 15th day of the succeeding month.

The parties to the Agreement have determined that it is in their best interest to modify provisions of the agreement concerning wages, fringe benefits and/or conditions of employment as set out in the current agreement in order to improve the competitive position of the parties on selected jobs.

In consideration of the mutual promises contained herein, the parties agree to the following:

- (A) All requests for modification of the provisions of the Agreement shall be initiated by individual contractors. Each contractor making a request shall provide the information required in part 1 of the contractor's request for contract modification, form 36A, to a representative of the Central Missouri Sheet Metal Contractors' Association.
- (B) A representative of the Union shall review all of the various contractors' requests and shall render a decision at least 72 hours, if possible, before the time set for receipt of contractors' proposals. The Union shall have the absolute right to refuse any request for contract modification.
- (C) The decision of the representative of the Union will be recorded in part 2 of the contractors' request form and will be given to the representative of the Central Missouri Sheet Metal Contractors' Association.
- (D) The representative of the Central Missouri Sheet Metal Contractors' Association, upon receipt of the decision of the representative of the Union, shall promptly advise

the contractor or contractors who initiated a request for modification of the decision of the representative of the Union. The representative of the Central Missouri Sheet Metal Contractors' Association shall advise other contractors who make a later inquiry regarding the terms and conditions of the decision of the representative of the Union.

- (E) The successful contractor shall execute a memorandum of understanding, Form 36B which will list all modifications, which pertain to the job. The memorandum must be signed by the contractor and the representative of the Union prior to the start of the work on the job.
- (F) The contractor will forward two completed copies of Sheet Metal Worker Local 36 Form 36C, weekly report of hours worked, to the address shown on the form within 3 working days following the end of each weekly pay period.
- (G) The contractor shall pay all fringe benefits in accordance with the current agreement including the contribution to S.A.S.M.I. at the full rate as shown in the contract. The wage rates and fringe benefits of apprentices and pre-apprentices shall not be affected by a memorandum of understanding for a job. All other provisions of the current collective bargaining agreement shall be effective until the completion of the job. The Union's decision to make payment from its Equality Fund is strictly an internal Union matter which will not involve any contractor of the Association and which is not affected by the Agreement.
- (H) The following amounts are to be added to the union members pension funds beginning on the following dates: July 1, 2008 - \$0.37; July 1, 2009 - \$0.40 and July 1, 2010 - \$0.44. These additions to the pension contribution will be taken out of the total package increases that were negotiated of the current July 1, 2006 thru June 30, 2011 contract.

SECTION 19. The Employer shall pay to the Local Training Fund thirty nine cents (\$0.39) for each hour worked by an employee covered by this Agreement. The Local Training Fund is to be a jointly administered Union-Employer trust fund established and put into effect by the Union and one or more Employers; it is to be administered by a Board of Trustees with half of the members appointed by the Union and half by the Central Missouri Sheet Metal Contractors' Association and is to otherwise comply with the provisions of Section 302(C) of the Labor Management Relations Act of 1947. Payment shall be made on or before the 15th day of the succeeding month.

SECTION 20. A Trust Fund (called "401(k) Trust") is to be established for the "Sheet Metal Workers' Local 36 401(k) Plan" effective 9/1/96 to be administered by a Board of six Trustees, half appointed by SMACNA, St. Louis and half by the Union. For all employees covered by this Agreement, Employer shall pay to the Trustees, 50 cents per hour as an agreed upon contribution, starting 7/1/91. Administrative costs required for the 401(k) Plan will be paid by the 401(k) Trust, not by the Employers.

Additional Individual Employee Elective Wage Deferral. The Employer, upon receipt of written authorization of an individual employee agrees to withhold from wages and forward to the 401(k) Trust, additional contributions elected by the employee, subject to limitations prescribed by the Plan and law.

Employer agrees to report and forward monthly to the Trustees, by the 15th of the following month, all amounts withheld from wages for the 401(k) Trust and the 50 cents per hour Employer Contribution.

Amounts deducted by Employers from wages of an employee are not be treated as reducing the gross earnings of the employee upon which the Employer contributions to other fringe benefit trust funds are calculated, for overtime wage calculations, or for other purposes under this Agreement. Example: an employee elects \$1 per hour wage deferral to be paid to the 401(k) Trust, reducing his wages by \$1.00 per hour; the S.A.S.M.I. payment and any overtime payment shall be calculated on the full wage rate, without reduction for the \$1.00 deferral to the 401(k) Trust.

SMACNA, St. Louis and the Union shall promptly agree upon the terms of the Trust Agreement for the 401(k) Plan, granting the Trustees authority to establish the terms and conditions of the Plan itself. The Trust Agreement shall comply with the Section 302(c) (5) of the Labor-Management Relations Act of 1947, as amended, the Employee Retirement Income Security Act (ERISA) as amended, and other

applicable federal laws. The Plan shall be in conformity with Section 401(k) of the Internal Revenue Code.

All payments by Employers to the Plan shall be tax deductible. If Internal Revenue Service or a court of competent jurisdiction rules that Employer payments are not tax deductible, the parties agree to immediately amend the Plan retroactively and to take any other appropriate steps to secure such tax deductibility.

Employer agrees to provide the Trustees with information, which the Trustees request to comply with the actual deferral percentage (ADP) test and, other requirements of the Internal Revenue Code.

The 401(k) Plan shall be administered pursuant to an Agreement and Declaration of Trust. Each Agreement and Declaration of Trust together with any amendments thereto, including future amendments, shall be considered a part of this Agreement as if set forth herein at length.

SECTION 21. The Employer shall make monthly payment of an amount equal to three percent (3%) of the Gross Earnings of each employee subject to this Agreement to the National Stabilization Agreement of Sheet Metal Industry (SASMI) Trust Fund. Gross Earnings, for the purpose of this Agreement, shall mean (a) total wages paid to an employee by any Employer, which are reportable by the employee for Federal Income Tax purposes, and (b) any and all contributions paid by such Employer on behalf of the employee to the Welfare Fund, 401(k) and National Pension Fund. Payment shall be made on or before the 15th day of the succeeding month.

The Employer agrees to adopt the National SASMI Trust and Plan as presently constituted and as the same may be amended from time to time, and to be bound by all Rules and Regulations of the Plan as adopted by the Trustees, as presently existing and as the same may be amended from time to time.

SECTION 22. Each Employer working under this Agreement agrees to pay to the Sheet Metal Workers National Pension Fund an amount as shown on the Wage Scale and Fringe Charts. Payment shall be made on or before the 15th day of the succeeding month.

The Sheet Metal Workers National Pension Fund shall be administered pursuant to the Agreement and Declaration of Trust and the Participation Agreement dated May 16, 1966, as heretofore and hereafter amended, executed by the Sheet Metal Workers International Association and various employers of members or the International Union who are or may become parties to this Agreement and said Agreement and Declaration of Trust and Participation Agreement shall be considered a part thereof as set forth in detail. Contributions to the National Pension Fund on behalf of apprentices shall be made at the appropriate percentage for each apprentice.

The contributions are to be stated on forms provided by the Sheet Metal Workers National Pension Fund.

SECTION 23. It is mutually agreed between the parties that a Vacation Plan be continued in force and effect in order to provide a vacation period for employees covered in this Agreement. To provide for this vacation period, the Employer will deduct from each employee an amount specified by the Agreement. Payments for each employee shall be forwarded to the Columbia Municipal Employer Credit Union for deposit into the employee's account. Payments shall be made on or before the 20th day of the succeeding month.

SECTION 24. For purposes of collection and transmittal the deductions from employee wages for the Vacation Fund, the Equality Fund, the Educational, Organizational and Public Relations Fund, and the Local Building Fund, the 401(k) Fund (Section 18) and the contributions by the employer for the National Industry Fund (Section 12), Local Industry Fund (Section 13), and the Local Training Fund (Section 17) accrued during one month shall be reported on forms furnished by the Sheet Metal Workers' National Benefit Funds and paid to Sheet Metal Workers' Local 36-B, P.O. Box 66519, St. Louis, MO 63166, not later than the 15th of the following month.

The contributions by the employer for the Health and Welfare Fund shall be paid to MO-KAN, P.O. Box 300019, Kansas City, MO 64130, not later than the 15th of the following month.

SECTION 25. For purposes of collection and transmittal the contributions by the employer for the National Pension Fund, International Training Institute, NEMI and SASMI Funds accrued during one month shall be reported on forms furnished by and shall be paid to the Sheet Metal Workers' National Benefit Funds, and mailed to Sheet Metal Workers' National Benefit Funds, P.O. Box 79321, Baltimore,

MD 21279-0321 no later than the 15th day of the following month.

SECTION 26. The employers hereby agree that upon written request from the business agent of the Union the employers will, for a period of 3 months, complete the Contractor's Report of Construction Wage Rates on forms prepared by the Missouri Division of Labor Standards and will forward same to Sheet Metal Workers' Local 36, P.O. Box 471, Fulton, Missouri 65251 not later than the 15th of the following month.

SECTION 27. If an employer fails to pay deductions and contributions as stipulated in this Section, he shall suffer a work stoppage at his jobs and shops, which shall continue until all deductions and contributions have been paid. In addition to the above the employer shall pay an additional one and one-half percent (1 1/2%) delinquent fee for each month said deductions and contributions remain unpaid. A delinquent employer shall pay all reasonable attorney fees, court costs and other expenses incurred in the enforcing collection from such employer and each employer shall make applicable books and records available for such purpose.

SECTION 28. Thirty days (30) after execution of this Agreement by the parties hereto, all Employers in this Union's jurisdiction signatory to this Agreement shall post a cash or surety bond in the minimum amount of \$10,000 for a period of three (3) years, if the Employer has sent in contributions late three months in any one year of this contract.

SECTION 29. The employer hereby agrees that the Union may divert a portion of an increase in wages to any of the existing fringe benefit funds on the effective date of the increase providing notice of desired change is given to the employer at least thirty days in advance of the date of the increase. See Article XII for apprentice increases.

SECTION 30. Effective January 1, 2002, as a condition of job referrals and continued employment, all hiring hall applicants and all employees working under the terms of this Agreement must comply with the St. Louis Construction Industry Substance Abuse Consortium Program. No employees will be excused from initial testing. The Local 36 Equality will pay the cost of testing under this Program except that the Employing Contractor will pay the additional cost of initial on-job site testing which is above the cost of off-job site testing.

SECTION 31. Effective July 1, 2002, as a condition of job referrals and continued employment, all hiring hall applicants and all employees working under the terms of this Agreement must submit written proof to Local 36 and his Employer of his successful completion of the "10-Hour OSHA Construction Industry Outreach Training Program" (Program).

ARTICLE IX

SECTION 1. Journeymen, apprentices, pre-apprentices and classified sheet metal workers covered by this Agreement shall provide for themselves all necessary hand tools. Ratchet set over 1/2" will be furnished by employer. Safety Equipment per OSHA regulations furnished by Contractor including Welding Leathers, Gloves, and Welding Hoods. This Equipment to be replaced when worn out; abuse of Safety Equipment may result in employee being responsible to replace such Equipment.

(a) Contractor will ensure clean restroom facilities and wash stations in the shop and on the job site. Failure to provide will be settled through the Grievance Procedure.

SECTION 2. Journeyman, apprentice, pre-apprentice and classified sheet metal workers covered by this Agreement shall not be permitted or required as a condition of employment to furnish the use of automobile or other conveyance to transport men, tools, equipment or materials from shop to job, from job to job, or from job to shop; facilities for such transportation to be provided by the Employer. This provision shall not restrict the use of an automobile or other conveyance to transport its owner and personal tools from home to shop or job at starting time or from shop or job to home at quitting time.

ARTICLE X

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

SECTION 1. Grievances of the Employer or the Union, arising out of interpretation or enforcement of this Agreement, shall be settled between the Employer directly involved and the duly authorized representative of the Union, if possible. Both parties may participate in conferences through representatives of their choice. The local Employers' Association or the Local Union, on its own initiative, may submit grievance for determination by the Board as provided in this Section. The grievance procedure set forth in this Article applies only to labor management disputes.

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

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

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

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

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

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

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

Adjustment Board are incorporated in this Agreement as though set out in their entirety. (Copies of the procedures may be obtained from the National Joint Adjustment Board.*)

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

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

***All correspondence to the National Joint Adjustment Board shall be sent to the following address:
National Joint Adjustment Board, P.O. Box 220956, Chantilly, VA 20153-0956
or 4201 Lafayette Center Drive, Chantilly, VA 20151-1209**

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

SECTION 8. In addition to the settlement of grievances arising out of interpretation or enforcement of this Agreement as set forth in the preceding section of this Article, any controversy or dispute arising out of the failure of the parties to negotiate a renewal of this Agreement shall be settled as hereinafter provided:

(a) Should the negotiations for a renewal of this Agreement or negotiations regarding a wage/fringe re-opener become deadlocked in the opinion of the Union representative(s) or the Employer(s) representative(s), or both, notice to that effect shall be given to the National Joint Adjustment Board.

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

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

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

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

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

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

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

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

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

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

ARTICLE XI

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

SECTION 2. The Joint Apprenticeship and Training Committee designated herein shall serve for the life of this Agreement, except that vacancies in said Joint Apprenticeship and Training Committee caused by resignation or otherwise, may be filled by either party hereto, and it is hereby mutually agreed by both parties hereto, that they will individually or 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 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 journeyman 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 a Local JATC shall adopt and implement a Scholarship Loan Agreement Program which will require apprentices and journeyman employed by signatory Employers to repay the cost of training either by service following training within the union sector of the industry or by actual repayment of the cost of training if the individual goes to work for a non-signatory Employer in the Sheet Metal Industry. The cost of training shall include the reasonable value of all International Training Institute and Local JATC materials, facilities and personnel utilized in training. If a Local JATC does not implement the Scholarship Loan Agreement, the Local JATC shall be prohibited from utilizing the International Training Institute materials and programs.

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

In order to meet the labor requirements of an employer the apprentice ratio may be increased to one (1) apprentice for one (1) journeyman on a per job basis with the approval of the Business Representative.

SECTION 5. All applicants for apprenticeship shall be at least age eighteen (18) and 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 journeyman.

SECTION 6. A graduated wage scale for apprentices shall be established and maintained on the following percentage basis of the established wage rate of journeyman sheet metal workers:

From 0	to 1000 hours	- 50%
From 1000	to 2000 hours	- 55%
From 2000	to 3000 hours	- 60%
From 3000	to 4000 hours	- 65%
From 4000	to 5000 hours	- 70%
From 5000	to 6000 hours	- 75%
From 6000	to 7000 hours	- 80%
From 7000	to 8000 hours	- 85%
From 8000	to 9000 hours	- 90%
From 9000	to 10,000 hours	- 95%

SECTION 7. An employer may hire one relative of an owner who might logically succeed to ownership as an apprentice and the Joint Apprenticeship Committee agrees to indenture same.

SECTION 8. Future changes in the wage and fringe benefit package for apprentices shall be equal to changes in the journeyman wage and fringe benefit package multiplied by the percentages in Section 6 of this Article. For instance, if a \$0.10 increase is to be given to the journeyman and an apprentice is at the 50% pay level, the apprentice would receive a \$0.05 increase to his total package regardless of whether the increase is assigned to wages and/ or fringes for the journeyman.

SECTION 9. 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 healthcare for those workers entering the program with prior experience in the industry.

SECTION 10. The parties agree that career-long skill upgrade training is necessary for an effective workforce and agree to undertake those measures available to them to encourage continuing training for sheet metal journeymen.

ARTICLE XII

SECTION 1. It is hereby agreed that the Employer may apply to the Joint Apprenticeship and Training Committee and the Joint Apprenticeship and Training Committee shall grant pre-apprentices on the basis of one (1) pre-apprentice for each three (3) apprentices employed by the Employer. Provided, however, that an Employer who employs one (1) or more apprentices and at least three (3) sheet metal journeymen shall be entitled to at least one (1) pre-apprentice. Any apprentice of the Employer on layoff at the effective date of this Agreement must be rehired before said Employer is entitled to any pre-apprentice. Thereafter, the same conditions and ratios shall apply.

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

Pre-apprentices shall be enrolled as applicants for future openings in the apprenticeship program. The Joint Apprenticeship and Training Committee shall evaluate the qualifications of pre-apprentices for such openings during the first year of employment. No pre-apprentice shall be retained beyond one (1) year unless he has been found to be qualified as an applicant.

The wage scale for pre-apprentices shall be thirty-five percent (35%) of the wage rate of journeyman sheet metal worker. Health and welfare coverage shall be paid on behalf of the pre-apprentices by the employer.

ARTICLE XIII

SECTION 1. In order to recover market share in residential, light commercial and other areas where our market is eroding, the position of classified sheet metal worker is here by adopted. Classified Sheet Metal Workers will be placed on an as needed basis with each contractor by the Business Representative.

Classified Sheet Metal Workers will be required to keep Progress Reports and Contractor agree to supply a monthly report to the Union showing projects which classified sheet metal workers are employed.

The wage and fringe benefit package will be as follows:

\$7.50 per hour start, \$.10 EOPR paid per hour worked, \$2.10 Mo-Kan Health and Welfare Major Medical Plan (single adult) for \$9.70. Minimum \$.50 increase 1st 6 months and every 6 months after.

Local # 36 will try to recruit classified sheet metal workers, contractors may also help in recruitment. Classified Sheet Metal Workers may apply for the Apprentice Program at anytime. Contractors not living up to the intent of this agreement will not eligible for a classified sheet metal worker.

Classified Sheet Metal Workers will work under the Supervision of Journeyman or Foreman. Starter tool kit to be furnished by the Contractor. Training (Day School) will be required after 1st year. Classified Sheet Metal Workers must be 18 or more years of age.

ARTICLE XIV

SECTION 1. Appeals Committee

(a) An Appeals Committee is hereby established composed of one member appointed by Local #36 and one member appointed by SMACNA-Central Missouri and a third "Neutral member agreed upon by both the Union and the Contractors' Association.

(b) It shall be the duty of the Appeals committee to consider the case of any individual discharged as described below.

SECTION 2. Repeated Discharge

(a) A member who is discharged for cause two times within a twelve (12) month period shall be referred to the Appeals Committee for a determination as to the member's continued eligibility for referral. The Appeals Committee shall, within three (3) business days, review the qualifications of the member and the reasons for the discharge.

(b) The Appeals Committee may in their sole discretion;

- o Require the member to obtain further training from the JATC before again being eligible for referral;
- o Disqualify the member for referral for a period of four weeks or longer depending upon the seriousness of the conduct and/or repetitive nature of the conduct;
- o Refer the member to an employee assistance program for evaluation as recommended action;
- o Restore the member to his/her appropriate place on the referral list.
- o The Committee may also determine whether a warning or continued suspension is necessary. This determination would be based on the particulars in instances of behavior, attendance or other punitive matters, including substance abuse.

(c) If the Union member of the Committee and Contractor Member of the Committee are unable to agree on one of the actions described above, then the Neutral member of the Committee will have the power to impose any of the above

ARTICLE XV

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 XVI

SECTION 1. This Agreement and Addenda Number 1 _____ attached hereto shall become effective on the 1st day of July 2006, and remain in full force until the 30th day of June 2011, and shall continue in force from year to year thereafter unless written notice of reopening is given not less than ninety (90) days prior to the expiration date. In the event such notice of reopening is served, this Agreement shall continue in force and effect until conferences relating thereto have been terminated by either party by written notice, provided, however, that, if this Agreement contains Article X, Section 8, it shall continue in full force and effect until modified by order of the National Joint Adjustment Board or until the procedures under Article X, Section 8, have been otherwise completed.

SECTION 2. If, pursuant to federal or state law, any provision of this Agreement shall be found by a court of competent jurisdiction to be void or unenforceable, all of the other provisions of

this Agreement shall remain in full force and effect. The parties agree to meet and negotiate a substitute provision. If negotiations are unsuccessful, the issue may be submitted for resolution by either party pursuant to Article X, Section 8 of this Agreement.

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

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

SECTION 5. By execution of this Agreement the Employer authorizes Central Missouri Sheet Metal Contractors' Association to act as its collective bargaining representative for all matters relating to this Agreement. The parties agree that the Employer will hereafter be a member of the multiemployer bargaining unit represented by said Association unless this authorization is withdrawn by written notice to the Association and the Union at least one hundred and fifty (150) days prior to the then current expiration date of this Agreement.

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

THIS STANDARD FORM OF UNION AGREEMENT HAS PROVIDED FOR THE INCLUSION OF PRE-APPRENTICES AND A REDUTION OF THE WAGE SCHEDULE FOR NEWAPPRENTICES. THE PURPOSE OF THIS IS TO MAKE CONTRACTORS MORE COMPETITIVE WITH NON-UNION COMPETITION. TO ACHIEVE THAT OBJECTIVE EMPLOYERS AGREE TO MINIMIZE MULTIPLE MARKUPS.

The Standard Form of Union Agreement is a recommended contract form that is revised from time to time by the Sheet Metal Workers' International Association and the Sheet Metal and Air Conditioning Contractors' National Association Inc. In establishing such a recommended contract form, neither the Sheet Metal Workers' International Association, nor the Sheet Metal and Air Conditioning Contractors' National Association Inc. has acted as the bargaining representative of any entity that may adopt all or part of the language of the Standard Form of Union Agreement. Furthermore, neither the Sheet Metal Workers' International Association nor the Sheet Metal and Air Conditioning Contractors' National Association Inc. shall be deemed to be a party to any such collective bargaining agreement including such language.

Local Union #36B of Sheet Metal Workers
International Association

By _____
(Signature of Officer or Representative)

By _____
(Signature of Officer or Representative)
