

## **AGREEMENT**

Agreement entered into this 1<sup>st</sup> day of June, 2012, by and between Local Union No. 27 of Sheet Metal Workers' International Association (SMWIA), hereinafter referred to as the Union for Atlantic, Burlington, Cape May, Cumberland, Hunterdon, Mercer, Middlesex, Monmouth and Ocean Counties, New Jersey, and the Sheet Metal Contractors Association of Central and Southern New Jersey and Associated Roofers (SMACNA), hereinafter referred to as the Employer. Employer shall also mean Contractor, Contractor or Employer represented by SMACNA signatory to this Agreement.

This Agreement shall become effective June 1, 2012 and shall expire May 31, 2015.

### **ARTICLE I**

#### **SCOPE OF WORK**

SECTION 1. This Agreement covers the rates of pay and conditions of employment of all employees of the Employer engaged in but not limited to the: (a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all duct work, duct work systems, air-veyor systems and air-handling systems regardless of material used including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all air-handling equipment and duct work; (d) the preparation of all shop and field sketches, whether manually drawn or computer assisted for HVAC sheet metal work used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches, any manual or electrical equipment, not limited to field survey tools (total station and laser tapes); (e) layout of the duct openings through walls, ceilings, floors and roof decks; (f) duct cleaning and (g), all other work included in the jurisdictional claims of Sheet Metal Workers' International Association.

SECTION 2. It is expressly included herein, for the purpose of indicating more specifically, but not by any means limited hereto, that supplementary to Section 1 of this Article, this Agreement also covers the furnishing, handling, setting, erecting, installation, assembling, dismantling, removal, adjustment, alteration, reconditioning, repairing, and servicing of all fans, filters of all types, blowers, sheaves, belts and guards of all kinds, plenums including prefabricated insulated casings and air chamber panels, with or without other equipment, louvers, screens, registers, fabric duct, grilles, chilled beam systems, diffusers of all kinds, including those in connection with lighting fixtures and ceilings, dampers of all kinds, certified fire damper inspections, smoke detectors, sound traps, mixing boxes, attenuators, air blenders, access doors related to air handling systems, custom miscellaneous metal products, dryers, sprayers, power and gravity ventilators, acoustical material within duct work, dust collectors and recovery systems, bag houses, breeching, hoods, convector and radiators and similar enclosures and covers, with or without backs, and all such or similar equipment involved in or in any way related to air handling systems, phenolic board and all associated components, drip pans, walk-in boxes, lockers of any material, shelving, toilet partitions of any material and any additional scope of work under Division 10, kitchen equipment, air or gravity assisted chutes of all types, solar panels, metal ceilings, sound rooms, prefabricated environmental rooms, roof curbs, embedments, installation and drawings for unistruts and all supports for sheet metal in connection with power plant work, energy auditing, flashing, coping, fascia, soffits, gutters and downspouts, column covers, skylights, metal siding, metal roofing and decking and all other architectural sheet metal work, metal studs and drywall, metal fire wall panels, security metal, including all supports and framing systems regardless of material, radon ventilating exhaust systems, system powered air controls, gauges and tubing, magnehelic gauges, pneumatic banking equipment, fan powered VAV boxes, all power rigging, lead abatement, animal boxes, operating of any equipment or new technology which has as its essential purpose replacing or changing those jobs or procedures traditionally performed by sheet metal workers, and to all other sheet metal work covered by this Agreement and by the jurisdictional claims of the Sheet Metal Workers' International Association.

SECTION 3. It is understood and agreed that product fabricated under the terms and conditions of this Agreement, for delivery and/or installation in Local Union No. 27 jurisdiction or elsewhere, shall be affixed with the appropriate SMWIA Union Label. It is also agreed that products brought into Local Union No. 27 jurisdiction must have the appropriate SMWIA Union Label affixed.

## **ARTICLE II**

SECTION 1. No Employer shall subcontract or assign any of the work described herein which is to be fabricated or 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.

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 are in signed agreement with Local

Union No. 27 or who pay their employees engaged in such fabrication not less than the total beneficial wage scale for comparable sheet metal fabrication, as established under provisions of this Agreement. The Employer will require that any supplier of spiral duct, double wall duct, fittings, and/or rectangular duct and fittings, will provide to them written and signed evidence of equalization of the total beneficial wage package. The Employer will provide written evidence to the Union upon request. Wage equalization will not be required for spiral duct and related fittings on private work.

SECTION 3. The Employer agrees that no evasion of the terms, requirements and provisions of this Agreement will take place. In order to prevent any device or subterfuge to avoid the protection of this Agreement and in order to preserve work, it is hereby agreed as follows: If and when the Employer shall perform any work of the type covered by this Agreement under its own name or under the name of another, as a corporation, company, partnership, or any other business entity, including a joint venture, wherein the Employer, through its officers, directors, partners or stock holders, exercise either directly or indirectly, (such as family members), management, control or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work.

In the event that all the conditions set forth in the paragraph above are met but the Agreement is not deemed applicable to the non-signatory entity, the Employer shall be liable for all damages which shall include all hours of work performed outside the labor contract by employees of the other entity or company and shall include deterrent damages which may be awarded. All such damages shall be payable to the Union for appropriate distribution in manner consistent with the law.

### **ARTICLE III**

SECTION 1. 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 2. The Employer agrees that none but journeymen, apprentice and pre-apprentice sheet metal workers shall be employed on any work described in Article I and further, for the purpose of proving jurisdiction, agrees to provide the Union with written evidence of assignment on the Employer's letterhead for certain specified items of work to be performed at a jobsite prior to commencement of work at the site. List of such specific items, which may be revised from time to time, shall be provided to the Employer.

### **ARTICLE IV**

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

## **ARTICLE V**

SECTION 1. Journeymen, apprentice and pre-apprentice sheet metal workers covered by this Agreement shall provide for themselves all necessary hand tools as defined by the JATC required tool list.

SECTION 2. Journeymen, apprentice and pre-apprentice sheet metal workers covered by this Agreement shall not be permitted or required as a condition of employment to furnish the use of automobile or other conveyance to transport 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 VI**

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 Sheet Metal Contractors Association of Central & Southern New Jersey (SMACNA) has developed, maintains, and will from time to time amend, a joint statement known as the "Drug and Alcohol Free Workplace Policy". This Policy may be adopted by an Employer upon written notice to the Association and the Association shall notify the Union.

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

## ARTICLE VII

SECTION 1. The regular working day shall consist of no less than eight (8) hours labor in the shop or on the job between seven (7) a.m. and four-thirty (4:30) p.m. 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 or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. Summer hours for architectural work can be 6:00 am to 2:30 pm between April 1<sup>st</sup> and September 30<sup>th</sup>. Except as otherwise provided in this Agreement, all work performed outside the regular working hours and performed during the regular work week shall be at the appropriate overtime rate, inclusive of all wage and fringe benefits.

Employees shall be at the designated work area at scheduled starting time each day and shall remain until quitting time.

Except in the case of emergencies or job related business, the use of cell phones, personal pagers, iPods and other electrical devices shall be prohibited during work hours. The use of the above stated items shall be restricted to recognized break times.

SECTION 2. It is agreed that all work performed outside of regular working hours during the regular workweek 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 men on the job on a rotation basis so as to equalize such work as nearly as possible.

SECTION 3. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, Presidents' Day, Veterans' Day, Presidential Election Day and Good Friday or days locally observed as such, and Sunday shall be recognized as holidays. All work performed on holidays and Sundays, except industrial work, shall be paid at the rate of: Double time, with the appropriate fringe benefit rate per type of work performed.

If a holiday falls on Sunday, it shall be observed on Monday. If a holiday falls on Saturday, it shall be observed on Friday.

**All holidays listed in this Agreement shall be observed as written in this Agreement on any project covered by a Project Labor Agreement (PLA).**

## ARTICLE VIII

### TRAVEL

SECTION 1. When employed in a shop or on a job within the jurisdictional limits of Local Union No. 27, 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. The Employer will reimburse all tolls and parking expenses by receipt, not to exceed fifteen dollars (\$15.00) per day. Should the Employer arrange parking at or near the job site and employee chooses to park elsewhere, the employee shall be reimbursed no more than the cost that the Employer has arranged for the designated parking area. If after the first job assignment of the workday in Local Union No. 27 jurisdiction, an employee is required to travel to the shop or another site in Local 27, he shall be paid at the rate of thirty-one cents (\$.31) per mile.

SECTION 3. 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 jobsite at regular starting time.

Travel shall be paid as follows: Ten dollars (\$10.00) per day for travel to any New Jersey County directly bordering Local Union No. 27 jurisdiction. Twenty dollars (\$20.00) per day for travel to all outer Counties in New Jersey.

Any travel to projects in the New York City area, or New York areas of the same proximity shall be paid as follows: one (1) hour of straight time of wages and fringe benefits at the pay rate of the individual traveling. The wages are to be added to the work hours paid. The fringe benefits are to be added to the work hours, and sent to the benefit office as an additional straight time hour. All travel across the Delaware River into Pennsylvania or Delaware shall be paid at the rate of twenty dollars (\$20) per day, per individual.

SECTION 4. In the event a member is referred out of Local Union No. 27 jurisdiction to one of the above travel areas, and returns to the shop or jobsite in Local Union No. 27 jurisdiction during the workday, no further travel will be paid, per mile or otherwise.

Travel provisions as described in Sections 1 through 4, are effective on all work covered by this Agreement, with the exception of Industrial work (see Article XXXVIII, Section 4).

**ARTICLE IX**

SECTION 1. The minimum rate of pay 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, except for the work specified in Section 1.1 herein, shall be as follows:

**Total Wage/Fringe Benefit Package**

<u>Effective Date</u>	<u>Increase</u>	<u>Total Package</u>
June 1, 2012	\$1.50	\$75.60...plus Industry Fund
June 1, 2013	\$ .75	\$76.35...plus Industry Fund
January 1, 2014	\$ .50	\$76.85...plus Industry Fund
June 1, 2014	\$1.25	\$78.10...plus Industry Fund

The **Apprentice Training Fund (ATF)** contribution is subject to change and will be reflected on the current rate sheet. Contact the Main Union Hall.

SECTION 1.1 The minimum rate of pay for journeyman sheet metal workers covered by this Agreement when employed in a shop or on a job within the jurisdiction of the Union when performing the following work:

- (1) The dismantling, removal, alteration, reconditioning, repairing and/or servicing of lockers of any material, toilet partitions of any materials and any additional scope of work under Division 10.
- (2) Duct cleaning
- (3) The inspection of in-line and/or duct-mounted fire and smoke dampers and smoke detectors.

**Section 1.1 Rate Sheet**

<u>Effective Date</u>	<u>Increase</u>	<u>Total Package</u>
June 1, 2012	\$1.00	\$50.94...plus Industry Fund
June 1, 2013	\$1.00	\$51.94...plus Industry Fund
June 1, 2014	\$1.00	\$52.94...plus Industry Fund

Refer to Article XI, Section 6 for applicable apprentice rates.

The **Apprentice Training Fund (ATF)** contribution is subject to change and will be reflected on the current rate sheet. Contact the Main Union Hall.

SECTION 2. The Union shall notify the Employers of the allocation of the monetary increases, prior to the effective date of each scheduled increase. It is agreed that any necessitated

change in contribution rates, to trust funds and/or work assessments, shall be at the June 1 anniversary date, unless a specific requirement deems otherwise. If that situation occurs the Union will provide sixty (60) day written notice to Employers, and Employers agree to comply.

SECTION 3. All increases to wages, fringes, funds and programs to be taken out of the agreed monetary settlement. A wage fringe benefits sheet shall be made for each total package allocation and each sheet shall be attached to and made part of this Agreement.

SECTION 4. For all purposes throughout this Agreement, the terms “wage scale”, “scale”, “rate”, “prevailing wage”, “prevailing rate”, “pay” or “hourly pay” or any like reference shall be construed uniformly to include the value of all applicable hourly contractual benefits in addition to the actual taxable wages paid employees on an hourly basis as provided for in all Sections of the Agreement.

SECTION 5. Taxable wages as established herein shall be paid weekly, by check or cash in the shop or on the job at or before quitting time on designated pay day (except Friday) of each week, and no more than two (2) days pay will be withheld. However, employees when discharged shall be paid in full.

SECTION 6. OVERTIME – There are two (2) types of overtime calculation for all worked covered by this Agreement.

1. Overtime Work – All overtime excluding industrial work, payable at one and one-half (1½) times the taxable wage rate only, for Monday through Saturday. Sunday and Holidays shall be paid at double the taxable wage rate only. Fringe benefits on Overtime work shall be paid on an hours worked basis (single fringe), except that contributions to the National Pension Fund will be paid at one and one-half (1 ½ or two times (2) the hourly contribution rate on the same basis as wages are paid for overtime and shift work.
2. Industrial Work – All overtime payable at one and one-half (1½) times the taxable wage rate only, for Monday through Sunday. Holidays shall be paid at double the taxable wage rate only. Fringe benefits on Industrial work shall be paid on an hours worked basis (single fringe).
3. Out of Town Contractors – Contractors not signatory to Local 27 must employ at least one (1) Local 27 journeyman on all overtime work.

\*NOTE: INDUSTRIAL CLAUSE Described in Article XXXVIII.

SECTION 7. SHOW-UP TIME – If a member reports to work, and inclement weather or conditions directly related to a weather event force work to be cancelled that day, said member is entitled to two (2) hours show-up pay. If a member is called by an Employer representative reasonably prior to start time, and informed of the cancellation, no show-up pay is required. Employers shall designate the calling procedures with each member on the jobsite, and agree to make every reasonable effort to notify members of work cancellation. If the member reports to



work and the Employer has another available work assignment, the member must accept said assignment as opposed to show-up pay. Refusal of the other work is a forfeiture of show-up pay.

Any work performed past two (2) hours, forfeits the show-up provisions, until a sixth (6<sup>th</sup>) hour of work is begun. If a sixth (6<sup>th</sup>) hour of work is begun, and the Employer directs work to cease, a full day's pay of eight (8) hours is due each employee affected. This provision, however, shall not apply under conditions over which the Employer has no control (i.e. lack of electrical power, unforeseen jobsite conditions, etc.).

SECTION 8. On all work specified in Article I of this Agreement, fabricated and/or assembled by journeymen, apprentices and pre-apprentice 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 the 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, except Trade Show Exhibits, Museum Displays and Retail Displays.

SECTION 9. The wage equalization provisions of this Agreement shall not be applicable to the manufacture for sale to the trade or purchase of the following items:

- |   |   |
|---|---|
| 1. Ventilators  | 9. Sound attenuators                                      |
| 2. Louvers  | 10. Chute   |
| 3. Automatic and fire dampers                                 | 11. Double-wall panel plenums                             |
| 4. Radiator and air conditioning unit enclosures              | 12. Angle rings   |
| 5. Fabricated pipe and fittings for residential installations | 13. Flat Oval pipe, single or double wall                 |
| 6. Mixing (attenuation) boxes                                 | 14. All spiral duct and related fittings on private work. |
| 7. Plastic skylights  |   |
| 8. Air diffusers, grilles, registers, chilled beam systems    |   |

SECTION 10. The provisions of Section 8 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.

SECTION 11. Except as provided in Sections 9 and 10 of this Article, the Employer agrees that journeymen, apprentice and pre-apprentice 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 12. When the Employer has any work specified in Articles I and II 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, he may send no more than two (2) sheet metal workers per job into such area to perform any

work which the Employer deems necessary, both of whom shall be from the Employer's home jurisdiction. All additional sheet metal workers shall come from the area in which the work is to be performed. Journeymen sheet metal workers covered by this Agreement who are sent outside of the area covered by this Agreement shall be paid at least the established minimum wage scale specified in Section 1 of this Article but in no case less than the established wage scale of the local Agreement covering the territory in which such work is performed or supervised, plus all necessary transportation, travel time, room, 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 13. Welfare benefit contributions shall not be duplicated, meaning that 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 14. 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 (\$.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 twentieth (20<sup>th</sup>) day of the succeeding month and shall be remitted as designated by the Trustees or the ITI, or for purposes of collection and transmittal through **Local Union No. 27 Funds Office.**

Effective as of the date of this Agreement, Employers will contribute to the National Energy Management Institute Committee (NEMIC), a jointly administrated trust fund, three cents (\$.03) per hour for each hour worked by each employee of the Employer covered by this Agreement. Payment shall be made on or before the twentieth (20<sup>th</sup>) 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 **Local Union No. 27 Funds Office.**

Effective as of the date of this Agreement, the Employers will contribute to the Sheet Metal Workers Occupational Health Institute Trust (Institute) two cents (\$.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 twentieth (20<sup>th</sup>) day of the succeeding month and shall be remitted as designed by the Trustees of the Institute, or for purposes of collection and transmittal through **Local Union No. 27 Funds 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, the National Energy Management Institute Committee, the Sheet Metal Occupational Health Institute Trust, 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 of all National Funds to cooperatively establish uniform collection procedures to provide for efficient and effective operation of the various National Trusts.

## **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 conference through representatives of their choice.

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

SECTION 2. Grievances not settled as provided in Section 1 of this Article may be appealed by either party to the Local Joint Adjustment Board where the work was performed or in the jurisdiction of the Employer's home Local and such Board shall meet promptly on a date mutually agreeable to the members of the Board, but in no case more than fourteen (14) calendar days following the request for 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 Employer's Association, on its own initiative, may submit grievances for determination by the Board as provided in this Section. Except in the case of a deadlock, a decision of a Local Joint Adjustment Board shall be final and binding.

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

SECTION 3. Grievances not disposed of under the procedure prescribed in Section 2 of this Article, because of a deadlock or failure of such Board to act, may be appealed jointly or by either party to a Panel, consisting of one (1) representative appointed by the Labor Co-Chairman of the National Joint Adjustment Board and one (1) representative appointed by the Management Co-Chairman of the National Joint Adjustment Board. Appeals shall be mailed to the National

Joint Adjustment Board.\* Notice of appeal to the Panel shall be given within thirty (30) days after termination of the procedures prescribed in Section 2 of this Article. Such Panel shall meet promptly but in no event more than fourteen (14) calendar days following receipt of such appeal, unless such time is extended by mutual agreement of the Panel members. Except in case of deadlock, the decision of the Panel shall be final and binding.

Notwithstanding the provisions of Paragraph 1 of this Section, an Employer who was not a party to the Labor Agreement of the area in which the work in dispute is performed may appeal the decision of the Local Joint Adjustment Board from that area, including a unanimous decision, and request a Panel hearing as set forth in Section 3 of this Article, providing such appeal is approved by the Co-Chairman of the National Joint Adjustment Board.

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

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

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

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

SECTION 8. In addition to the settlement of grievances arising out of interpretation or enforcement of this Agreement as set forth in the preceding sections of this Article, any controversy or dispute arising out of the failure of the parties to 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 of the

Employer('s) representative(s), or both, notice to that effect shall be given to the National Joint Adjustment Board.

If the Co-Chairmen of the National Joint Adjustment Board believe the dispute might be adjusted without going to final hearing before the National Joint Adjustment Board, each will then designate a Panel representative who shall proceed to the locale where the dispute exists as soon as convenient, attempt to conciliate the difference 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 Co-Chairmen of the National Joint Adjustment Board may each designate a member to serve as a Subcommittee and hear the dispute in the local area. Such 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 and entire resolution of the dispute.

**\*All correspondence to the National Joint Adjustment Board, P.O. Box 220956, Chantilly, VA 22022-0956, or 4201 Lafayette Center Drive, Chantilly, VA 22021-1209.**

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, reduce to writing, signed and mailed to the parties as soon as possible after the decision has been reached. There shall be no cessation of work by strike or lockout unless and until said Board fails to reach a unanimous decision and the parties have received written notification of its failure.

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

(c). The National Joint Adjustment Board shall have the right to establish time limits which must be met with respect to each and every step or procedure contained in this Section. In addition, the Co-Chairmen of the National Joint Adjustment Board shall have the right to designate time limits which will be applicable to any particular case and any step therein which may be communicated to the parties by mail, 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. Any changes to Article X Procedures, as affected by SMWIA and SMACNA, during the life of this Agreement, can only be implemented upon written agreement by both parties to this Collective Bargaining Agreement.

## **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, (3) of whom shall be selected by the Employer, and three (3) by the Union. Said Joint Apprenticeship and Training Committee shall formulate and make operative such rules and regulations as they may deem necessary and which do not conflict with the specific terms and 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 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.

SECTION 3. It is the understanding of the parties to this Agreement that the funds contributed by signatory Employers to the International Training Institute (ITI) 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 the 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 International Training Institute materials and programs.

SECTION 4(a). It is hereby agreed that the Employer shall apply to the Joint Apprenticeship and Training Committee, and the Committee shall grant apprentices on the basis

of one (1) apprentice for each three (3) journeymen regularly employed throughout the year. Provided, however, an Employer will not be entitled to a new apprentice if the Employer has an apprentice or apprentices on rotation or lay-off due to lack of work.

(b). It is hereby agreed that the Employer shall apply to the Joint Apprenticeship and Training Committee, and the Committee shall grant apprentices on the basis of one (1) apprentice for one (1) journeyman. This ratio shall apply **only** to the following scopes of work: Architectural metal work, testing and balancing, lockers, shelving, toilet partitions and any additional scope of work under Division 10.

SECTION 5. All applicants for apprenticeship shall be seventeen (17) years of age or older and each apprentice shall serve an apprenticeship for four (4) years and such apprentices shall not be in charge of work on any job and shall work under the supervision of a journeymen until apprenticeship terms have been completed and they have qualified as journeymen. The minimum age to begin work is eighteen (18) years old.

**SECTION 6. The apprentice wage/benefit scale will be as follows:**

First year	(first six (6) months) - 40%	plus agreed upon fringe benefits
	(next six (6) months) - 45%	plus agreed upon fringe benefits
Second year	(first six (6) months) - 50%	plus agreed upon fringe benefits
	(next six (6) months) - 55%	plus agreed upon fringe benefits
Third year	(first six (6) months) - 60%	plus agreed upon fringe benefits
	(next six (6) months) - 65%	plus agreed upon fringe benefits
Fourth year	(first six (6) months) - 70%	plus agreed upon fringe benefits
	(next six (6) months) - 75%	plus agreed upon fringe benefits

NOTE: Annuity Fund contributions will be excluded for first and second year apprentices.

All other fringe benefits to be based on apprentices' respective percentage of Building Trades journeyman's rate. *Apprentice percentages do not apply to Article IX, Section 1.1.* Notwithstanding the foregoing, the National Pension Fund contributions paid on apprentices will be the same for all apprentices hired after June 1, 2009 as for those hired before June 1, 2009.

SECTION 7. The parties agree that concentrated apprenticeship training will continue throughout the term of this Agreement.

SECTION 8. All apprentices attending scheduled weekday training classes, shall be paid an amount equal to their full taxable wages excluding fringe benefits or deductions by their then current Employer, not to exceed twenty (20) days per apprenticeship year. Scheduled Saturday or night classes are excluded from this obligation. The rate shall be their current percentage of journeyman rate and will be paid whether or not they are on rotation. Signatory employers agree to pay an additional contribution, in an amount to be established by the employers, and provided to the Sheet Metal Workers Local 27 Education Fund as a separate fund, for the purpose of establishing an **Apprentice Training Fund (ATF)** to be available to all contributing employers.

This contribution amount shall be in addition to the regular hourly contribution rate required to be paid by signatory employers to the Sheet Metal Workers Local 27 Education Fund. The **Fund** shall be used to defray the costs of **apprentices** attending mandatory apprentice training as provided for in this Section. The Trustees of the Education Fund shall determine and establish appropriate eligibility criteria for this program so as to provide maximum **benefit** to contributing employers on a non-discriminatory basis.

## **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 thirty (30) working days, 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, or unless the JATC agrees to extend for a maximum of one (1) additional year.

The wage scale for pre-apprentices shall be thirty-five percent (35%) of the wage rate of journeymen sheet metal workers. Health and welfare coverage shall be supplied on behalf of the pre-apprentices, as per the Local Union No. 27 Residential and Light Commercial Health and Welfare Plan. Health and Welfare contribution rate for pre-apprentices shall be the prescribed rate as per the Local 27 Health and Welfare Office. *Pension Fund contributions will be paid at the rate of thirty-five (35%) of the journeymen rate.*

## **ARTICLE XIII**

### **COMPOSITE CREW**

SECTION 1. Should a project require a composite crew made up of sheet metal workers and any other trade, foreman's rate shall be paid to a minimum of one (1) sheet metal worker. Should any of the other trades' agreements require double time for overtime, the sheet metal workers shall receive double time at the taxable rate only on any and all work covered by this Agreement.



## **ARTICLE XIV**

### **RESOLUTION 78**

SECTION 1. In view of the substantial wage difference that exists with signatory contractors against non-signatories on any job where signatory employers are bidding against non-signatories, the Business Manager may authorize modifications of this contract that will make signatory employers competitive.

SECTION 2. It is understood that in accordance with Resolution 78, the Union Business Manager be empowered to expand on said addendum and specialty agreements or to take whatever steps necessary, including flexible conditions on particular jobs sometimes known as “pin-pointing”, to ensure that such work will be captured for our members and that the Union encourages their signatory contractors to cooperate fully on a local and national level to achieve our goal for full employment for all members.

## **ARTICLE XV**

### **INJURY PAY**

SECTION 1. When a journeyman, apprentice or pre-apprentice is injured on the job and is unable to return to work, as per the written instructions by the attending physician, they shall be paid for the remainder of the work day.

## **ARTICLE XVI**

### **METHOD OF PAY**

SECTION 1. Taxable wages shall be paid weekly by cash or check, on designated pay day, **except Friday**, with no more than **two (2)** days pay withheld. When paying by check, the Employer must establish credit in a reputable New Jersey Bank. Any contractor not having banking services in New Jersey shall be required to pay in cash. If an Employer fails to comply with the aforementioned requirements, the job will cease until requirements are met and employees will be reimbursed for lost time wages.

SECTION 2. Electronic and/or automatic deposit is acceptable at Employer and employee option. There shall be no discrimination against any employee who chooses not to accept alternative methods of pay.

SECTION 3. In cases where an employee accepts an Employer's check drawn on a bank account with insufficient funds, the employee shall be given a day off with full pay, in cash, to permit the employee to collect the deficient wages owed him.

SECTION 4. Employees pay stubs shall show all deductions on taxable items. (See attached wage and fringe benefit schedule for complete package)

SECTION 5. When a holiday falls on normal payday, payday becomes the immediate previous workday.

## ARTICLE XVII

### FOREMAN POSITIONS, RATES AND RATIOS

#### SECTION 1. JOB SITE FOREMAN

(a) FOREMAN - Two (2) persons on a project shall include one (1) working Foreman, each additional eight (8) persons shall include another working Foreman. Foreman rate shall be **two dollars and fifty cents (\$2.50)** above journeyman's rate.

(b) GENERAL FOREMAN - Seventeen (17) persons on a project (excluding the Superintendent Foreman) shall include one (1) non-working General Foreman. Each additional twenty-one (21) persons (excluding the Superintendent Foreman) shall include another non-working General Foreman. General Foreman rate shall be **three dollars and fifty cents (\$3.50)** above journeyman's rate.

(c) SUPERINTENDENT FOREMAN - On any project that employs twenty-five (25) or more persons, the Employer shall designate a Superintendent Foreman, to supervise said project only. Said Superintendent Foreman or his replacement, shall be guaranteed forty (40) hours per week and be in a supervisory capacity only. Superintendent Foreman rate shall be **four dollars and fifty cents (\$4.50)** above journeyman's rate.

#### SECTION 2. JOBSITE FOREMEN RATIO CHART

<u>Number of Workforce</u>	<u>Number of Foremen</u>
2 – 9	1
10 – 16	2
17 – 23	3

Ratio continues for larger workforce.

SECTION 3. SHOP FOREMAN

(a) FOREMAN - In any shop employing one (1) through ten (10) persons, the Employer will designate a working Foreman. Foreman rate shall be **two dollars and fifty cents (\$2.50)** above journeyman’s rate.

(b) GENERAL FOREMAN - Any shop employing eleven (11) or more persons, the Employer will designate a working General Foreman in addition to the Foreman. General Foreman rate shall be **three dollars and fifty cents (\$3.50)** above journeyman’s rate.

SECTION 4. SHOP FOREMAN RATIO CHART

<u>Number of Workforce</u>	<u>Number of Foremen</u>	<u>Number of General Foremen</u>
1 – 10	1	0
11 – 20	2	1
21 – 30	3	1
31	4	1

**ARTICLE XVIII**

**NON-DISCRIMINATION**

SECTION 1. It is mutually agreed by both parties that there shall be no discrimination on the basis of race, creed, color and/or sex and that the parties will conform to National, State and Local laws in this regard.

**ARTICLE XIX**

**REFERRAL PROCEDURES**

SECTION 1. Members, for employment covered by this Collective Bargaining Agreement, shall be referred through the dispatch hall(s) of Local Union No. 27 on a non-discriminatory basis. Exception can be permitted for recognized specialty skills.

SECTION 2. Members shall not solicit their own employment directly, nor shall Employers solicit members for employment directly.

SECTION 3. Employers may request any former employee, who has worked for that Employer during the previous nine months, by calendar date (ie: 1/1 – 10/1). The request of former employees will be temporarily suspended whenever the Union has journeyperson unemployment of thirty percent (30%) or more.

## **ARTICLE XX**

### **LAY OFF PROCEDURES**

SECTION 1. Employer shall notify the Union by twelve thirty (12:30) p.m. on day of lay off, of any employee(s) covered by this Collective Bargaining Agreement. Failure to adhere to this condition will result in a penalty of two (2) hours pay (total package), payable to each employee affected.

SECTION 2. When an employee is laid off, he shall be paid in full for the workday, minimum eight (8) hours, and must receive his pay no later than one (1) hour prior to end of workday.

## **ARTICLE XXI**

### **SHOP STEWARDS**

SECTION 1. The Union may appoint an existing employee as Shop Steward in each and all shops and on each and all jobs. The original appointed Steward shall remain as Steward, unless the Union chooses otherwise. The Shop Steward shall not be laid off without just cause. "Just cause" to be determined by Local Joint Adjustment Board in the event of a grievance.

SECTION 2. In each company signatory to this Agreement, an existing employee may be appointed as "Main Union Steward". This Steward shall acts as overall Union Steward to any and all Local Union No. 27 employees of the company. Such Steward shall be the last man, other than a foreman, to be laid off from said company.

SECTION 3. The Union shall notify the Employer in writing, the name of his existing employee(s) who has been designated STEWARD(S). Each such Steward shall, provided there is work he is qualified to perform, be the last man other than the Foreman to be discharged.

SECTION 4. No MAIN Steward shall be subject to rotation of work unless agreed upon by the Union.

## **ARTICLE XXII**

### **INSURANCE**

#### **SECTION 1.**

(a) The Employer shall provide gang boxes and/or a suitable trailer or secure room for employees to keep their tools and clothing, etc.

(b) The Employer shall reimburse or replace at his option, employees loss of tools and/or clothing, due to theft by forcible entry when such items are secured in a locked gang box or place provided by the Employer, or for loss due to fire or explosion.

(c) The maximum claim for which the Employer shall be responsible is up to five hundred dollars (\$500.00) per employee. All reimbursements are by receipts only.

(d) A police report must be filed in order to claim coverage.

## **ARTICLE XXIII**

### **DINNER HOUR AND BREAK TIME**

SECTION 1. Employees will be entitled to a paid half hour dinner period when working six (6) consecutive hours or when working past six thirty (6:30) p.m. on a first (1<sup>st</sup>) shift. The length of said dinner hour, once decided, shall become effective for all employees involved uniformly and shall remain effective for the duration of the job unless any change is agreed to by both the Employer and the employees.

SECTION 2. Members will be entitled to one (1) ten (10) minute paid sit down break in the morning and one (1) ten (10) minute paid sit down break in the afternoon.

## **ARTICLE XXIV**

### **SAFETY**

SECTION 1. The parties signatory hereto agree to abide by Federal and State safety regulations.

In any instance involving hazardous materials, chemicals, gases, etc., MSDS information will be supplied to members prior to start of work in affected areas. A company representative will explain the MSDS sheets and conditions to members, in order to assure an understanding of the situation. Should an asbestos abatement take place in the project area, the Employer will make every effort to obtain this information and forward it to the members.

SECTION 2. All Genie lifts, 520 lifts, or similar equipment, shall have at least one (1) man operating each, while in the process of lifting material. It is understood that no man shall work alone lifting material with this equipment.

All Employer owned material lifts, man lifts, or similar equipment, shall be inspected on a regular basis, as to the safety and reliability of said equipment. Employers agree to designate an experienced employee to inspect Genie lifts and 520 lifts, as to cable condition, cable attachments, wheel and bearing function, and condition of lift attachments for stress cracks and weld integrity.

SECTION 3. Sheet Metal Workers shall complete OSHA 30 training, as well as any mandatory refresher course, as a condition of employment in the Sheet Metal Industry. Such training shall be completed on the employee's time.

The parties to this Agreement shall take appropriate steps to provide that the cost of any materials used in such training, as well as the costs associated with providing instructions, shall be paid for by the Local Joint Apprenticeship and Training Fund.

#### **ARTICLE XXV**

### **TEMPORARY OPERATION OF EQUIPMENT**

SECTION 1. In the temporary operations of fans, blowers and air handling equipment which are included in the jurisdictional claims of the Sheet Metal Workers' International Association in buildings under construction, prior to completion of work or acceptance by owner, both parties agree that all fans, blowers and air handling equipment, including the adjusting of dampers, registers, grills, diffusers or balancing of systems requiring attendance and maintenance shall be attended and maintained by journeymen sheet metal workers. The pay they shall receive for such services shall be straight time, with the exception of weekends, holidays, and time worked beyond forty (40) hours, which shall all be at the rate of time and one half. There will be no double time permitted. All of the sheet metal work on any job must be totally completed including balancing, before acceptance shall be considered by owner. Any acceptance by owner from a sheet metal contractor that does not comply with the above shall constitute a breach of this Agreement. Upon acceptance by the owner, subject to the above conditions in this paragraph, then the sheet metal contractor must send notification, in writing, to the Union office stating the facts and date of acceptance by the owner. The temporary operation of fans, blowers and air handling equipment shall be required on projects of sufficient size, when authorized by the owner or owner's representative or when other crafts are represented on temporary operation. Contractors will make every effort to secure this work.

#### **ARTICLE XXVI**

### **FLEX HOSE LIMITATIONS**

SECTION 1. There shall be a fourteen foot (14') limitation on the use of flex hose. Should any flex hose length exceed fourteen feet (14'), any excess shall be removed and replaced with hard duct.

## **ARTICLE XXVII**

### **DRAFTSMEN AND SKETCHER STAMP**

SECTION 1. There is mandatory use of SMWIA sketcher stamps on original shop drawings, and all drawings used for fabrication, erection and installation, excluding field sketches.

SECTION 2. All full time CAD or board draftsmen, in possession of a SMWIA sketcher stamp, shall be paid at Foreman's rate, subject to the following provisions.

Any draftsman referred to any Employer, must have had prior full-time draftsman experience, in order to qualify for the Foreman's rate. If no prior full time experience exists, the referred employee is entitled to journeyman's rate, until a reasonable time, as agreed upon by the Employer and the Union.

## **ARTICLE XXVIII**

### **USE OF COMPUTERS**

SECTION 1. In order to conform to the use of computers in the shop, field and drafting office, all such work shall be performed only by members of the Union, including apprentices, as related to the fabrication, erection, and installation of sheet metal.

## **ARTICLE XXIX**

### **SATURDAY MAKE-UP DAY**

SECTION 1. In the case of a lost day due to inclement weather, Saturday make-up during that week will be permitted by mutual consent. Work to be at straight time rate of pay, the work day not to exceed eight (8) hours. All hours in excess of eight (8), will be at the appropriate overtime rate. (See Article IX, Section 6)

## **ARTICLE XXX**

### **JOBSITE FACILITIES**

SECTION 1. On any jobsite that will employ fifteen (15) or more persons for a period of thirty (30) working days or more, the Employer will provide a trailer, shanty or suitable building quarters provided with sufficient heat, and appropriate seating capacity. No storage of fuel powered equipment or fuel allowed in this facility.

## ARTICLE XXXI

### CONTRACT AND/OR WAGE FRINGE BENEFIT FUNDS

#### SECTION 1. LIST OF FUNDS

National Pension Fund	(NPF)
International Training Institute	(ITI)
National Energy Management Institute	(NEMI)
Sheet Metal Occupational Health Institute	(SMOHIT)
Sheet Metal Workers' International Scholarship Fund	(SMWISF)
Health & Welfare Fund	(H/WF)
Annuity Fund	(ANN)
Education Fund	(ED)
Apprentice Training Fund	(ATF)
Federal Credit Union	(FCU)
Supplemental Unemployment Fund	(SUPP)
Work Assessment Fund	(ASSESS)
Political Action Committee Fund	(PAC)
Sheet Metal Industry Fund of Central & Southern NJ	(IND FUND)

NOTE: Some funds are combined on fringe benefit report form.

#### SECTION 2. INDUSTRY FUND

(a) The Employer shall pay the Sheet Metal and Air Conditioning Contractors National Industry Fund of the United States (IFUS) ten cents (\$.10) per hour as of June 1, 2012, **eleven cents (\$.11) per hour as of June 1, 2013 and twelve cents (\$.12) per hour as of June 1, 2014** for each hour worked on and after the effective date of this Agreement by each employee of the Employer covered by this Agreement.

(b) Contributions to IFUS 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 payment, however, shall be used for any other purpose except as expressly specified above.

(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 (1) 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 purposes prohibited under this Section 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-Chairman 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, and no other.

(e) The Employer shall pay to the **Sheet Metal Industry Fund of Central and Southern New Jersey**, (the Local Industry Fund), thirty cents (\$.30) 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 twentieth (20<sup>th</sup>) day of the succeeding month.

(f) Contributions to the Local Industry Fund 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.

(g) 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 for which it supports directly or indirectly with any of its funds. One (1) time per year, the Local Industry Fund shall include in such written report, a statement attested to by a certified public accountant and containing its balance sheet and detailed statement of receipts and disbursements. Further 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.

(h) Grievances concerning use of Local Industry Fund monies to which an Employer shall contribute for purposes prohibited, or for violations of 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.

(i) The Association and its affiliates shall notify the Union and affiliated Contractors of any necessitated change in contribution rates required by Local and National Industry Fund. All contribution changes shall be at the June 1 anniversary date, unless a specific requirement deems

otherwise. If that situation occurs, SMACNA will provide sixty (60) days written notice to Employers and Union, and Employers agree to comply.

### SECTION 3. REPORTING PROCEDURES

(a) All fringe benefits both Local and National, shall be submitted to the Local Union No. 27 Funds Office, on reporting forms supplied to the Employer, unless otherwise notified by Local Union No. 27.

(b) The Employers shall follow all instructions provided on or with the forms and submit a report weekly if contributing weekly, monthly if contributing monthly, to the Local Union No. 27 Funds Office.

(c) Said reports shall be accompanied by payment of all fringe benefit monies which are due.

(d) Monthly reports are due and must be received by the twentieth (20<sup>th</sup>) day of the month succeeding the month covered by the report for properly bonded Employers.

(e) Weekly reports are due in the office by Friday of the week worked.

(f) Employers agree to one (1) check fringe benefit payment system, all payable to Local Union No. 27 Fringe Benefit Funds.

## ARTICLE XXXII

### BONDING

SECTION 1. Any project performed in Local Union No. 27 jurisdiction employing members from Local Union No. 27 will require appropriate bond to be posted with Local Union No. 27's Fringe Benefit office prior to employment of Local Union No. 27 members performing work on jobsite. Bond must remain active throughout life of the project.

It is agreed that any Employer who does not post a bond for wages and contract funds shall pay wages by cash and contract funds to the respective funds by certified check weekly, as instructed by area Business Representative.

The Employer agrees to provide Local Union No. 27 with the Surety Company Bond or cash bond for the amount specified in the schedule below to be held for payment of any wages and/or as specified any funds deducted from wages or Employer contribution funds as provided for under the terms of this Collective Bargaining Agreement for which the Employer becomes delinquent or in default of.

Any cash bonds posted by an Employer shall remain with the Trustees at their discretion without payment of any interest for a period not to exceed sixty (60) days after the completion of the job on which the bond is posted. The cash bond, in the judgment of the Trustees, may be used to liquidate any of the trusts of this Agreement.

Remittance of the various aforementioned funds specified shall be due on or before the twentieth (20th) day of the month following any month the Employer had covered employees.

If remittances are not received by the due date, the Employer shall be notified by the Union office of their delinquency, then the Trustees and attorney for the fund(s) involved may be notified to pursue legal action in accordance with the policy for collection of delinquent contributions.

Reports and payments made after the thirtieth (30th) day of the month due, shall include an additional two percent (2%) of the gross payment to each fund for each month thereafter during which they remain unpaid and all cost of collection, including reasonable attorney's fees. This additional payment shall constitute a late charge for the failure to file reports and make payments on time and shall also constitute liquidated damages for all losses and expenses arising out of such violations. The two percent (2%) late fee is due and payable at the same time any late remittances are forwarded to the Funds office.

Failure to comply with the provisions and requirements of this Article related to the payments of the funds shall be considered as and shall constitute a violation of this Agreement, and the Union may withdraw the employees from the employment of the defaulting Employer if he fails to meet or comply with any of the provisions set forth in this Article.

The Union shall not be considered in violation of this Agreement if it does so, and this Agreement shall not be considered as rescinded or abrogated because of such action. In addition, the Union may, withdraw employees, picket any and all jobs of the defaulting Employer. The Union will not be responsible for any claims of damages, loss of profit, etc., that the Employer may suffer as a result of the Union enforcing these provisions. The Union agrees that it shall not withdraw Union employees until the end of the month, following the month in which any work was performed. Notice of any proposed withdrawal of Union employees shall be provided by telephone and in writing by the Union at least one (1) business day prior to the withdrawal. Written notice shall be provided by facsimile with verification of transmission to the recipient.

SECTION 2. AMOUNT OF BOND REQUIRED

<u>Number of Employees</u>	<u>Amount of Bond</u>
1 Thru 5	\$ 40,000
6 Thru 10	\$ 80,000
11 Thru 15	\$ 125,000
16 Thru 20	\$ 175,000
21 Thru 25	\$ 225,000
26 Thru 30	\$ 275,000
31 Thru 40	\$ 350,000
41 Thru 50	\$ 450,000
51 Thru 60	\$ 550,000
61 Thru 75	\$ 675,000
76 Thru 100	\$ 875,000
101 or more	Upon agreement with Local Union No. 27 Fringe Benefit Fund Trustees

**ARTICLE XXXIII**

**PARTICIPATION AGREEMENTS**

SECTION 1. NATIONAL PENSION FUND PARTICIPATION AGREEMENT - The undersigned Employer and Union represent that the only Agreement between them regarding participation in the Sheet Metal Workers' National Pension Fund (the "Fund") is as follows:

The Employer and the Union recognize that, during the term of this Agreement, the Sheet Metal Workers' National Pension Fund (NPF) will notify the parties of the Funds' status under the Pension Protection Act of 2006. The Employer and Union further recognize that the Alternative Schedule has been adopted as a rehabilitation plan by Sheet Metal Workers Local Union #27 in conjunction with the Fund's Critical Status Notice.

The parties agree that the NPF Alternative Schedule requires that the Union allocate a portion of the wage and fringe benefit package that is sufficient to cover fully any increases in contribution rates to the NPF under that schedule. The Employer's Contribution Rate to the NPF will be increased by the date and in the amount required in the Alternative Schedule no later than the first (1<sup>st</sup>) day of June this year and in each succeeding calendar year.

The parties agree further that the Alternative Schedule described above will become part of this agreement, and will be incorporated by reference herein. The parties will not take any action or actions inconsistent with the NPF's Rehabilitation Plan of which the schedule is a part, as modified or amended from time-to-time.

1. For the duration of this Agreement and any renewals or extensions thereof, the Employer will contribute to the Fund the negotiated rate per this Agreement (or any increased amount included in subsequent agreements) for each hour or part of an hour worked in covered employment for which an employee covered by this Agreement between the Employer and the Union receives the basic hourly wage rate. Contributions for those hours paid at time and one half or double time rates will be made to the Fund at no less than one and one-half (1 ½ ), or two (2) times the hourly contribution rate respectively. Contributions are required for vacation time, sickness, absences, and other hours for which payment is made to the employee in accordance with the applicable Collective Bargaining Agreement between the Employer and the Union.

2. Contributions shall be paid on behalf of an employee starting with the employee's first day of employment in a job classification covered by this Collective Bargaining Agreement.

3. The Agreement and Declaration of Trust establishing the Fund is incorporated herein by reference and by signing the participation Agreement the Employer adopts the provisions of that Trust Agreement, as amended.

4. It is agreed that all contributions shall be made at such time and in such manner as the Trustees require. The Trustees shall have the authority to have their auditor or an independent certified public accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions made to the Fund. If the audit reveals that inaccurate contributions or an insufficient number of contributions have been made, the Employer agrees to pay all accountants' fees incurred in making the audit not to exceed the extent of his delinquency and also all legal fees and costs incurred in collecting said accountants' fees if judicial enforcement of this paragraph is necessary.

5. Employers shall submit a remittance report and the required contributions to the Local Union No. 27 Funds office by the twentieth (20<sup>th</sup>) of the month following the month when covered employment was performed. Failure to file that report shall constitute a delinquency in violation of the Employer's obligation under this Agreement. The Trustees may take whatever steps they deem necessary, including legal action, to collect such delinquent payments, any provisions of this Collective Bargaining Agreement to the contrary notwithstanding.

If delinquent, the Employer agrees to pay the interest, liquidated damages, attorney's fees and costs as provided for in Article V, Section 4, of the Trust Agreement. An Employer's liability for payment of a delinquency shall not be subject to the grievance or arbitration procedures contained in this Agreement.

6. If an Employer's workforce did not perform any covered employment within a particular month, a remittance report shall be filed on the twentieth (20<sup>th</sup>) day of the following month indicating that no covered employment was performed. Failure to do so shall subject the Employer to liability for all fees and costs resulting from his failure to file such a report or one hundred dollars (\$100.00), whichever is greater.

7. It is agreed that the Fund shall at all times conform with requirements of the Internal Revenue Code so as to enable the Employer to treat contributions to the Fund as a deduction for income tax purposes.

8. The parties agree that the participation Agreement shall be considered a part of their Collective Bargaining Agreement.

9. The expiration date of the present Collective Bargaining Agreement between the undersigned parties is May 31, 2015. Copies of renewal or extension agreements will be furnished promptly to the Funds office and, if not consistent with this participation Agreement, can be used by the Trustees as the basis for terminating the Employer's participation in the Fund.

**SECTION 2. SHEET METAL WORKERS' INTERNATIONAL SCHOLARSHIP FUND** - Effective as of the date of this Agreement, the Employers will contribute to the Sheet Metal Workers' International Scholarship Fund, one cent (\$.01) per hour for each hour paid to each employee of the Employer covered by this Agreement. Payment shall be made on or before the twentieth (20<sup>th</sup>) day of the succeeding month and shall be remitted to the Local Union No. 27 Funds office, or as designed by the Secretary-Treasurer of the Fund.

**SECTION 3. WORK ASSESSMENT** - The Employer agrees to honor deduction authorizations from its employees at the established rate with payment to the Union to be consistent with the other established Funds. Subject to conditions of Article IX, Section 2.

**SECTION 4.**  
ANNUIITY FUND  
HEALTH & WELFARE FUND  
FEDERAL CREDIT UNION  
EDUCATION FUND  
SUPPLEMENTAL UNEMPLOYMENT FUND

The undersigned recognizes the above names as established Union fringe benefit funds and agrees to be bound by the Agreement and Declaration of Trust and the established rules and regulations for each named fund and to remit payment when due, to each fund at the rate in effect, as per the terms of this Collective Bargaining Agreement.

#### **ARTICLE XXXIV**

#### **MOST FAVORED NATIONS CLAUSE**

**SECTION 1.** If any more favorable conditions are granted by Local Union No. 27 to any other employer in the jurisdictional area of this contract, all Employers will have the right to adopt the same as an Amendment to this Agreement, effective at once, with appropriate written notice to Union.

## **ARTICLE XXXV**

### **RECOGNITION CLAUSE**

SECTION 1. Inasmuch as the Union has submitted proof and the Employer is satisfied that the Union represents a majority of its employees in the Bargaining Unit described herein, the Employer recognizes the Union as the exclusive Collective Bargaining Agent for all employees within that Bargaining Unit, on all present and future jobsites within the jurisdiction of the Union, unless and until such time as the Union loses its status as the employees' exclusive representative as a result of an NLRB election requested by the employees. The Employer agrees that it will not request an NLRB election and expressly waives any right it may have to do so.

## **ARTICLE XXXVI**

### **INTERGRITY CLAUSE**

SECTION 1. A "Bad-Faith Employer" for purposes of this Agreement is an Employer that itself, or through a person or persons subject to an owner's control, has ownership interest (other than a non-controlling interest in a corporation whose stock is publicly traded) in any business entity that engages in work within the hours, and working conditions are inferior to those prescribed in this Agreement or, if such business entity is located or operated in another area, inferior to those prescribed in this Agreement of the sister Local Union affiliated with Sheet Metal Workers' International, AFL-CIO in that area.

An Employer is also a Bad-Faith Employer when it is owned by another business entity as its direct subsidiary or as a subsidiary of any other subsidiary within the corporate structure thereof through a parent - subsidiary and/or holding - company relationship, and any other business entity within such corporate structure is engaging in work within the scope of Article I hereinabove using employees whose package, hours and working conditions are inferior to those prescribed in this Agreement or, if such other business entity is located or operating in another area, inferior to those prescribed in the Agreement of the sister Local Union affiliated with Sheet Metal Workers' International Association, AFL-CIO in that area.

SECTION 2. Any Employer that signs this Agreement is covered thereby by virtue of being a member of a multi-employer bargaining unit expressly represents to the Union that it is not a Bad-Faith Employer as such term is defined in Section 1 above and further agrees to advise the Union promptly if at any time during the life of this Agreement said Employer changes its mode of operation and becomes a Bad-Faith Employer. Failure to give timely notice of being or becoming a "Bad - faith Employer" shall be viewed as fraudulent conduct on the part of such Employer.

In the event any Employer signatory to or bound by this Agreement shall be guilty of fraudulent conduct as defined above, such Employer shall be liable to the Union for liquidated damages at the rate of five hundred dollars (\$500.00) per calendar day from the day of failure to

notify the Union until the date on which the Employer gives notice to the Union. The claim for liquidated damages shall be processed as a grievance in accordance with, and within the time limits prescribed by, the provisions of Article X.

## **ARTICLE XXXVII**

### **SHIFT WORK**

SECTION 1. When shift work is arranged with the Union, shift work shall be performed in the shop or field at the option of the Employer. The straight time work week shall be considered to start on the designated day shift and end with the conclusion of the second (2<sup>nd</sup>) or third (3<sup>rd</sup>) shift (as the case may be) on the fifth (5<sup>th</sup>) day, excluding Saturday, Sunday and holidays.

When shift work is to be performed in the field or shop, it must continue for not less than five (5) consecutive days from the established date, and employ a minimum of three (3) men. Contractors not signatory to Local 27 must employ at least one (1) Local 27 journeyman. Regular day shift will be maintained in order to begin a second (2<sup>nd</sup>) and/or third (3<sup>rd</sup>) shift.

If this established shift does not continue for at least five (5) consecutive days, then all of this time shall be at the appropriate overtime rate.

The first (1<sup>st</sup>) shift will be the regular hours of the workday from eight (8:00) a.m. to four thirty (4:30) p.m.. The second (2<sup>nd</sup>) shift will be between the hours of four thirty (4:30) p.m. and twelve thirty (12:30) a.m. The third (3<sup>rd</sup>) shift will be between the hours of twelve thirty (12:30) a.m. and eight (8:00) a.m.. All shifts will require a minimum of eight (8) hours pay. All other starting and quitting times for shift work shall be designated, and not changed without the approval of the Union.

SECTION 2. The base rate of pay for the second (2<sup>nd</sup>) shift shall be a total of fifteen percent (15%) above the taxable hourly wage rate.

The base rate of pay for the third (3<sup>rd</sup>) shift shall be a total of twenty-five percent (25%) above the taxable hourly wage rate.

All overtime, including weekdays, Saturdays, Sundays, and holidays will be calculated using the shift differential (15% over taxable rate or 25% over taxable rate) as the base rate.

On overtime payable at time and one-half, the rate is one hundred and fifteen percent (115%) or one hundred and twenty-five percent (125%) times one and one-half (1½) for taxable rate and one (1) time (single fringe) the fringe benefit rate except that National Pension Fund contributions shall be paid at no less than one and one-half (1 ½) times the fringe benefit rate.

On overtime payable at double time, the rate is one hundred and fifteen percent (115%) or one hundred and twenty-five percent (125%) times two (2) for taxable rate and one (1) time



(single fringe) the fringe benefit rate except that National Pension Fund contribution shall be paid at no less than two (2) times the fringe benefit rate.

## **ARTICLE XXXVIII**

### **INDUSTRIAL CLAUSE**

SECTION 1. SCOPE – Recognizing that increased industrial work will benefit the trade as a whole, both Union and Contractors, in becoming a party to this Agreement, will make every effort to encourage this type of work.

In order to protect Union activity in the Industrial market for members of the SMWIA and the SMACNA, the following shall become effective for all industrial work, as defined.

The Industrial Clause refers to all existing factory facilities, defined as producer or processor of commercial products, pharmaceutical or research facilities, and prototype development.

#### **SECTION 2. RATES OF PAY**

(a) Base rates of pay shall be those established under Article IX, Section 1 of this Agreement.

(b) All overtime taxable wages for industrial work described in this Article shall be paid at the rate of one and one-half (1½) times the taxable wage rate with the exception of holidays. Holidays shall be paid at double the taxable wage rate. Fringe benefits on industrial work described in this Article shall be paid on hours worked basis.

#### **SECTION 3. SHIFT WORK-INDUSTRIAL**

(a) Upon notification to the Union, there can be a shift provision of five (5) days or more. The rate of pay for all second (2<sup>nd</sup>) or third (3<sup>rd</sup>) shift work is fifteen percent (15%) above the taxable rate. If a shift does not run five (5) days or more, the overtime clause will take effect.

(b) On all work covered under this Article, no first (1<sup>st</sup>) shift is required in order to begin a second (2<sup>nd</sup>) or a third (3<sup>rd</sup>) shift. **Union must be notified in advance of scheduling.**

SECTION 4. There will be no travel pay for Industrial work.

## **ARTICLE XXXIX**

### **STARTING TIME**

SECTION 1. Starting time on jobs can be changed only if agreed upon by Employer and the Union's Business Manager or Business Representative in whose jurisdiction the jobsite resides.

## **ARTICLE XL**

### **WORK PRESERVATION ON SUB-CONTRACTING CLAUSE**

SECTION 1. For the preservation of work opportunities for journeyman, apprentice, and pre-apprentice sheet metal worker within Collective Bargaining Unit of Local Union No. 27, each Employer within the Collective Bargaining Unit shall not sub-contract, sublet, delegate or assign to any firm, individual or corporation outside jurisdiction of Local Union No. 27 any items normally fabricated under the jurisdiction of the Union, for jobs located within the jurisdictional areas of Local Union No. 27.

SECTION 2. Exceptions to this Article only in the event of a joint-venture with a signatory (SMWIA Local Union) Employer from another jurisdiction. Also, exception to an Employer signatory to Local Union No. 27, which has a direct affiliate shop, similarly owned, in another jurisdiction. Also, in cases of extreme workload, where Employer options are limited. All rates of pay for fabrication are subject to the rates of this Agreement.

## **ARTICLE XLI**

### **APPRENTICES AND PRE-APPRENTICES HIRING AND LAYOFF/ROTATION PROCEDURES**

It is understood that the following and all other rules, regulations and conditions which currently exist or are hereafter adopted by the Union and Local Union No. 27's Joint Apprentice Training Committee regarding apprentice training and placement shall remain in full force and effect.

SECTION 1. All requests for apprentices and pre-Apprentices must be in writing and directed to the Training Coordinator, and all conditions permitting, be approved by the Business Manager and/or the Business Representative for that area.

SECTION 2. The following ratios shall apply in order to qualify for apprentice/pre-apprentices.

(a) Small shop – three (3) journeymen/one (1) apprentice/one (1) pre-apprentice (3:1:1).

(b) All other ratios based on 3:1:1, with a second (2<sup>nd</sup>) pre-apprentice after six (6) apprentices are employed and a third (3<sup>rd</sup>) pre-apprentice after nine (9) apprentices are employed, and so on.

(c) The Employer may apply a ratio of one (1) apprentice for one (1) journeyman (1:1) to the following scopes of work: Architectural metal work, testing and balancing, lockers, shelving, toilet partitions and any additional scope of work under Division 10.

(d) The only allowable alteration to ratios will be upon approval of the Business Manager.

### SECTION 3.

(a) In the event of a workload slow down, rotation of apprentices is an option as opposed to layoff.

(b) The employer will inform the Training Coordinator of any anticipated rotation or layoff prior to being implemented.

(c) Approved requests for an apprentice will be filled with the senior apprentice available from the referral list.

SECTION 4. Apprentices may be assigned to composite crews, **only** if under the direct supervision of a journeyman sheet metal worker.

## ARTICLE XLII

### **FOOD SERVICE AND/OR BEVERAGE DISPENSING EQUIPMENT CLAUSE & RESIDENTIAL/LIGHT COMMERCIAL CLAUSE**

Any signatory contractor signing this Collective Bargaining Agreement also has the right to sign the Residential/Light Commercial Agreement and the Food Service and/or Beverage Dispensing Equipment Addendum.

**ARTICLE XLIII**

SECTION 1. This Agreement and subsequent addenda shall become effective on the first (1st) day of June, 2012 and remain in full force and effect until the thirty-first (31st) day of May, 2015 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. Should any subsequent addenda be agreed upon between both parties to this Agreement during the life of this Agreement, such shall become part of this Agreement on the effective date agreed upon and numbered accordingly.

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. 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 4. By execution of this Agreement, the Employer authorizes Sheet Metal Contractors Association of Central and Southern New Jersey and Associated Roofers 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 whereof, the parties hereto affix their signatures and seal this     day of     .

\_\_\_\_\_  
Company Name

Sheet Metal Workers' International  
Association Local Union No. 27

\_\_\_\_\_  
Address

P.O. Box 847  
Farmingdale, NJ 07727

\_\_\_\_\_  
Name of Responsible Officer

Joseph W. Sykes, Jr. Pres./Bus. Mgr  
Name of Responsible Union Officer

By: \_\_\_\_\_  
Signature of Company Officer

By: \_\_\_\_\_  
Signature of Union Officer

**ADDENDUM I**  
**INDUSTRY FUND**

**TOTAL WAGE AND  
FRINGE BENEFIT PACKAGE  
INCLUDES INDUSTRY FUND (\$.40)**

June 1, 2012	\$76.00
June 1, 2013	\$76.75
January 1, 2014	\$77.25
June 1, 2014	\$78.50

Foreman	add \$2.50
General Foreman	add \$3.50
Superintendent Foreman	add \$4.50
Sketcher	add \$2.50

**DEDUCTIONS FROM TAXABLE WAGES:  
FEDERAL CREDIT UNION, UNION WORK  
ASSESSMENT, PAC FUND**

**APPRENTICE AND PREAPPRENTICE RATES  
AND DEDUCTIONS:  
CALL TRAINING OFFICE**

**CONTACT LOCAL 27 FUNDS OFFICE FOR:  
REPORTING FORMS, PROCEDURES AND  
CURRENT RATES**

***Bonland Industries Agreement includes the following Language in Article X, Section 8:***

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) The parties may extend, by mutual agreement, the period of negotiations, for a maximum of thirty (30) days. If no agreement can be reached in that time, the Union can withdraw all manpower with twenty-four (24) hours notice to Employer.

(b) The parties may, if mutually agreed, submit to an agreed upon Arbitrator for resolution at any time. However, this is not mandatory.

(c) Unless a different date is agreed upon mutually between the parties, all effective dates in the new agreement shall be retroactive to the date immediately following expiration date of the expiring agreement.

***\*Bonland Agreement includes a Summer Hours clause in Article VII, Section 4 as follows:***

SECTION 4. **Summer Hours** – Beginning with the work week following Memorial day, and concluding with the work week prior to Labor Day, a summer hour schedule will be permitted. The hours are not to exceed four (4) days of ten (10) hours per day, at straight time rate. A rotation of employees to allow one group on Monday-Thursday, and another group on Tuesday-Friday, will be allowed to facilitate the business to operate on all five (5) work days. All employees at the facility or site must agree in advance of implementation.

The Local Union office must be notified one week in advance, by fax or letter, of beginning and end dates for **Summer Hours**.

***\*Bonland Agreement includes a Express Mail Lay-off Procedure clause in Article XX, Section 3 as follows:***

SECTION 3: **Express Mail Lay-Off** – Express mail lay-off checks are approved within twenty-four (24) hours of receipt of lay-off notice at the Union Hall.

***\*Bonland Agreement includes Bonland Industry Fund as Addendum I.***

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***\*Halo Sheet Metal Agreement includes Halo Sheet Metal Industry Fund as Addendum I.***