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DENVER

Meeting Dates

First Wednesday of every Month – 6:00 p.m.

COLORADO SPRINGS/PUEBLO

Meeting Dates

First Wednesday of Every Month – 6:00 p.m.

GRAND JUNCTION

Meeting Dates

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STANDARD FORM OF UNION AGREEMENT (CO A-07-19)
AS AMENDED, MODIFIED & REVISED FOR THE SHEET METAL, ROOFING,
VENTILATING AND AIR CONDITIONING CONTRACTING DIVISIONS OF THE
CONSTRUCTION INDUSTRY OF COLORADO

Agreement entered into this 1st day of July 2019, by and between Sheet Metal, Air Conditioning Contractors National Association, Colorado Chapter, hereinafter referred to as the Employer, and the International Association of Sheet Metal, Air, Rail, transportation Workers' Local 9, hereinafter referred to as the Union for the State of Colorado.

Definition of Employee: Any person employed by the signatory Employer to perform any of the work covered under Standard Form of Union Agreement, Article I is defined and hereinafter called "Employee".

Definition of Employer: Signatories to this Agreement must be properly licensed, must have an established and operating place of business other than a residence, and must be equipped with the tools required for the performance of the work in such business. "Shop" shall mean a permanent place of business, not a temporary job site shop.

Employer voluntarily recognizes the Union as sole and exclusive bargaining representative, based upon a majority status, for negotiating agreements. The Union hereby recognizes SMACNA Colorado as the sole and exclusive bargaining representative for all contractors who have authorized the association to represent them in the bargaining. The Union hereby agrees to recognize the independent contractor as its own bargaining agent. During the term of this Agreement the Employer agrees that it will not rely upon any defense based upon majority status in any enforcement proceeding respecting this Agreement and the Employer agrees that it will not disavow this Agreement because of a lack of majority status.

ARTICLE 1

SCOPE OF AGREEMENT

1-1. This Agreement covers the rates of pay and conditions of employment of all employees of the Association Employers and Non Association Employers who are engaged in, but not limited to, the (a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or non-ferrous metal work and all other materials used in lieu thereof and of all HVAC systems, airveyor systems, exhaust systems, and air handling systems regardless of material used, including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all air-handling equipment and duct work; (d) the preparation of all shop and field sketches whether manually drawn or computer assisted used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches; including as-built drawings as required in the plan, specification, or bid documents by the owner or engineer; (e) metal roofing; and (f) all other

work included in the jurisdictional claims of the International Association of Sheet Metal, Air, Rail, Transportation Workers’.

1-2. The Employer agrees to work with the Union to obtain all of the work that comes within the jurisdiction of the International Association of Sheet Metal, Air, Rail, Transportation Workers’.

1-3. The Employer agrees that none but journeymen, apprentices, apprentice applicants and classified sheet metal workers shall be employed on any work described in Article 1.

ARTICLE 2

SUBCONTRACTING

2-1. No Employer shall subcontract or assign any of the work described herein which is to be performed at a job site to any contractor, subcontractor or other person or party who fails to agree in writing to comply with the conditions of employment contained herein including, without limitations, those relating to Union security, rates of pay and working conditions, hiring and other matters covered hereby for the duration of the project.

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

STRUCK GOODS CLAUSE

2-3. The Employer agrees that it will not render non-customary assistance to any Employer who is involved in a strike or lockout, against any employees represented by SMART Local #9. Such a strike or lockout shall be the result of an active organizing effort being conducted by SMART Local #9. Accordingly, no employees covered by this Agreement will be required to manufacture or install finished products or otherwise do work which normally would have been done by employees of the Employer involved in a labor dispute as described above.

ARTICLE 3

MAINTENANCE OF JURISDICTION

3-1. The Employer agrees to provide the Union with written evidence of Assignment on the Employer's stationary, describing specific items of work performed by Sheet Metal Workers in the shop or on a jobsite as requested by the union. This provision shall be honored by the Employer regardless of whether the request is made prior to commencing, during the performance of, or after the completion of such work.

INSURANCE

3-2. The Employer, regardless of the number of workers employed, agrees to carry and pay Workmen's Compensation with a reliable insurance company or the State of Colorado Compensation Department on all employees covered by this Agreement, and shall furnish to the Union, the insurance carrier and policy number before being furnished men by the Union.

3-3. The Employer further agrees, regardless of number of workers employed, to pay the Colorado Unemployment Security Tax on all employees covered by this Agreement, and to furnish to the Union the account number of said tax, before being furnished men by the Union. The Employer shall remain subject to both of the above provisions during the terms of this Agreement.

SAFETY

3-4. Each party agrees to be governed by the State and Federal Governments Safety regulations, such as the Construction Safety and Health Standards Public Law 91-54 put out by the U.S. Department of Labor.

(A). For the safety and well-being of our industry, the Union agrees that all foremen, journeymen, apprentices and classified workers shall be trained on an as needed basis in the following areas but not limited to: Ladder Safety, Scaffold Safety, and OSHA 10-Hour Course. This training will be conducted through the JATC. The JATC Trustees and the LMCC will advise the Union and SMACNA Colorado how to implement the training.

SHEET METAL INDUSTRY ALCOHOL AND SUBSTANCE ABUSE POLICY

3-5. Parties agree to adopt the Colorado Sheet Metal Industry Alcohol and Substance Abuse Policy in effect on May 1, 2019 with amendment. Effective July 1, 2019, the policy may be amended by majority vote of the SMACNA Colorado Board of Directors and by consent of the Local 9 Executive Committee. A current copy of the policy signed by authorized parties from SMACNA Colorado and SMART Local 9 is on file at each office.

ARTICLE 4

FURNISHING OF WORKERS

4-1. The Union agrees to furnish upon request by the Employer, duly qualified journeymen, in sufficient number as may be necessary to properly execute work contracted for by the Employer in the manner and under the conditions specified in this Agreement.

4-1 (A). Beginning July 1, 2016, any SMART Local #9 Member who enters the workforce, without having completed the Local #9 Apprenticeship Training program or another Office of Apprenticeship approved program, will be considered a journeyman applicant, at the

equivalent of a 90% Classified Worker wage and fringe package, and must complete 40 hours of CTE within the first six months of initial hire in order to transition to full journeyman status.

4-2. It is understood and agreed that there shall be no discrimination concerning compensation, working conditions, employment, hiring, termination or any other term or provision of this contract because of race, color, age, sex, religion or national origin of the Employee or prospective Employee, and the Union shall take immediate action to seek compliance with Title VII of the Equal Employment Opportunity Commission.

REFERRAL

4-3. The JATC shall select and refer qualified applicants for employment in the order in which said applicant has been registered with the JATC without discrimination against such applicants by reason of or in any way affected by Union membership, by-laws, rules and regulations, constitutional provisions, or any other aspect or obligation of Union membership policies or requirements.

(A) Should the Union or JATC be unable to furnish qualified men within 48 hours, the Employer has the right to obtain Employees from any source available, subject to the requirements of this Agreement.

(B) Both the Union, JATC and the Employer agree to post a copy of the referral procedure in places where notices to Employees and applicants for employment are customarily posted.

(C) The Employer agrees to notify the Employee and Union by written notice within 48 (forty-eight) hours of reason for discharge of any worker covered by the jurisdiction of this Agreement. If the Employee and the Union are not notified within the 48-hour period the Employer and the Union shall agree the termination is a reduction in force. Discharge form shall be in triplicate and mutually acceptable to Union and Management. The Employer also agrees to notify the Union of employment or recall of any worker covered by this Agreement within five (5) working days.

(D)(1) Local contractors signatory to this Agreement may utilize current employees on all work acquired.

(D)(2) All new hires employed for work covered under a Local Project Agreement or an International Project Agreement will be referred by the local Union.

(E) All Journeyman and Classified Workers hired by an Employer working under this agreement, whose permanent established shop is located outside of the jurisdiction of Local 9, shall be employed on a ratio of a one (1) Union referral and then one (1) self-solicitation basis.

STEWARDS

4-4. The Union shall have the right to appoint a working steward in each shop and on any job. The duties of a steward shall be to observe conditions of employment and conduct of members to the end that the duties and obligations of members and the provisions existing in Union Agreements shall be complied with.

(A) The steward may assist in adjusting differences or misunderstandings, which may arise out of the existing Union Agreements in connection with the employment of members in shops or jobs.

(B) When the Employer of a steward has eight (8) or more journeymen sheet metal workers working overtime on a job site or shop, excluding draftsmen or foremen, the steward shall be one of the journeymen working overtime.

(C) Whenever possible, Employees appointed as stewards, shall have been with the Employer over one year. Employees, who have been with the Employer for less than one year, shall be appointed as Stewards by mutual agreement of both the Employer and Local # 9

(D) The Union agrees to notify the Employer of such appointment of a steward within twenty-four (24) hours by phone and confirmed within one week by mail.

(E) Local # 9 Members, who have been appointed as Stewards by Local #9, shall not have the ability to change jobsites unless written permission is given to the Employer by the Union.

SHOP VISITATION

4-5. It is hereby understood and agreed that the authorized Representative of the Union shall, with notification to the Employer or his job representative, have access to the shops or job sites and the opportunity to discuss with Employees, parties of this Agreement, matters of common interest in the performance of their duties, said privilege to be so exercised that no unnecessary time be lost to the Company.

ARTICLE 5

UNION SHOP

5-1. 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 1 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.

5-2. 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 shall become immediately effective instead of and without regard to the time limit specified in 5-1 of this Article.

5-3. The provision 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 within certain conditions precedent, this article shall be deemed to take effect as to involved Employees immediately upon compliance with such conditions.

UNION CHECK OFF

5-4. Upon receipt of a signed individual authorization form from any Employee covered under this Agreement, irrespective of whether they are Union members, the Employer shall withhold from such employee's earnings payment for Union dues assessments, or service fees (excluding fines and initiation fees) or other obligations under the terms and conditions specified in the individual's authorization. Deductions shall be made from the first pay of each month of said Employee and remitted to the Financial Secretary of the Local Union on the 20th day of the month, together with a list of the names of the employees to whom said monies are to be credited. Check off forms are available from Local #9.

MANAGEMENT RIGHTS

5-5 (A). It is agreed that the Employer reserves the rights of Management at all times, except as abridged, delegated, granted or modified by this Agreement. The Employer retains the sole right to manage its business and direct the workforce and to supervise the employees, covered by this Agreement. When required by building owners, governmental agencies, general contractors or customers as a condition of performing work on a project, background checks will be permitted as per the terms and conditions of the contract documents.

5-5 (B). By way of example, the term "Management Rights" includes: the right to manage covered employees; the right to schedule working hours; the right to establish or change work schedules or standards and direct work forces, including the right to determine the size of the work forces; the right to hire, promote, transfer, suspend, discipline or discharge any employee for just cause; the determination of safety, health and property protection measures for covered employees; the establishment, modification and enforcement of rules and regulations which are not in conflict with this Agreement.

5-5 (C). The Employer reserves the Right of Management at all times, and the right to select, in cases of reduction or replacement of forces, those employees who are, in its estimation, the best qualified. The Employer may designate work that employees shall do, without regard to seniority, but otherwise in accordance with the terms and conditions of this Agreement.

5-5 (D). The foregoing enumeration of Management Rights shall not be deemed to exclude other functions not specifically set forth. The Employer retains all legal rights not specifically limited by this Agreement. The maintenance of discipline and efficiency of the employees is, subject to the provisions of this Agreement, within the sole, complete and exclusive rights and responsibilities of the Employer.

ARTICLE 6

REGULAR AND OVERTIME HOURS

6-1. (A) Regular Week

1. Five (5) days per week, Monday thru Friday
2. Eight (8) hours per day 6:00 A.M. thru 6:00 P.M.
3. Employees shall be at the work area at the scheduled starting time each day and shall remain at their work area until quitting time.
4. All full- or part-time labor performed during such scheduled hours shall be recognized as regular working hours and paid for at the applicable hourly wage rate.

6-1. (B) Regular and Overtime Working Hours

1. First eight (8) hours per day Monday thru Friday = Regular Rate.
2. First three (3) hours in excess of eight (8) hours Monday thru Friday = 1-1/2 x Regular Rate.
3. All work performed in excess of eleven (11) hours Monday thru Friday = 2 x Regular Rate.
4. First ten (10) hours on Saturday = 1-1/2x Regular Rate. All work performed in excess of 10 hours on Saturday = 2 x Regular Rate.
5. All work performed on Sundays or Holidays = 2x Regular Rate.

6-1. (C) 4/10 EXCEPTIONS: On a job by job basis, with the approval of the union and management, there can be established a work week consisting of four (4) consecutive ten (10) hour days, Monday thru Thursday or Tuesday thru Friday respectively. Regular and Overtime working hours under this exception shall be described below and will be paid at the applicable hourly wage rate.

1. First ten (10) hours Monday thru Thursday or Tuesday thru Friday respectively = Regular Rate.

2. First two (2) hours in excess of ten (10) hours, Monday thru Thursday or Tuesday thru Friday respectively = 1-1/2 x Regular Rate.

3. All work performed in excess of twelve (12) hours Monday thru Thursday or Tuesday thru Friday respectively = 2 x Regular Rate

6-1. (C)(1) Work performed outside a Monday thru Thursday workweek:

a. First ten (10) hours of work performed on Fridays and/or Saturday = 1-1/2 x Regular Rate.

b. All work performed in excess of ten (10) hours on Fridays and/or Saturdays = 2x Regular Rate.

6-1. (C)(2) Work performed outside a Tuesday thru Friday workweek:

a. First ten (10) hours of work performed on Mondays and/or Saturday = 1-1/2 x Regular Rate.

b. All work performed in excess of ten (10) hours on Monday and/or Saturday = 2 x Regular Rate.

c. All work performed Sunday or Holiday = 2 x Regular Rate.

OVERTIME EQUALIZATION

6-1.(D) Preference to overtime work shall be given to employees on the job on a rotation basis, so as to equalize such work as nearly as possible. Overtime work will be on a voluntary basis. Any employee with unexcused absences during the regularly scheduled work hours may not be given the opportunity to work overtime during that payroll period.

NOTIFICATION OF OVERTIME

6-1.(E) Employers signatory to this Agreement shall notify the Union of all overtime hours to be worked. This notification can be made by telephone and should be made in advance whenever possible. It is agreed that either the Employer or the Employee may notify the Union.

BREAK

6-1.(F) There will be an unorganized break for each Employee granted at midmorning; for shifts that exceed 8 (eight) consecutive hours whether overtime or not, there shall be an afternoon break. Breaks shall not exceed ten (10) minutes and Employee must take his/her break in their immediate work area unless the area constitutes a health hazard. The Employer shall establish break times. There shall also be a midday thirty (30) minute uninterrupted lunch period.

JOB-SITE SHELTER

6-1. (G) The employing contractor shall make provisions for a shelter during times of inclement weather for Sheet Metal Workers to change their clothes, take their breaks, and eat their lunch on all projects of twenty-five (25) working days or longer and when three (3) or more men are on such a job.

1. The job-site shelter shall be safely constructed of materials (or be located in an area within a building), which will be dry, out of the wind, safely lit, and heated to a temperature that is reasonable to the ambient air temperature.

2. If a suitable shelter is already available to Sheet Metal Workers, the Sheet Metal employer will not be required to provide another facility.

3. The Employer shall provide adequate secured gang boxes on all jobs of at least ten (10) days duration.

HOURLY EMPLOYEES

6-1. (H) It is agreed that all members of the bargaining unit, including Foreman and General Foremen, will be paid pursuant to the minimum hourly rates provided for in this Agreement.

EMPLOYMENT PROCESSING

6-1. (I) The Employer agrees to pay all persons employed for all time spent in employment processing at the applicable wage rate.

BANKING/TRADING OF HOURS

6-1. (J) There shall be no banking or trading of work hours.

WORKING MEETINGS

6-1. (K) Work related meetings, which are mandated by the Employer and scheduled outside the regular shift, shall be compensated for at the overtime rate provided for in the Agreement.

HOLIDAYS

6-2. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and Sundays shall be recognized as holidays. Should any of the foregoing holidays occur on a Saturday, the previous Friday shall be recognized as the Holiday. Should any of the foregoing holidays occur on a Sunday, the following Monday shall be recognized as the Holiday. All work performed on holidays shall be paid at two (2) times the wage rate.

MAKE UP DAY

6-3. When a crew loses a day's work, within the scheduled work week, due to weather, acts of God, or circumstances beyond the Employer's control, the employer may establish a make-up day with advanced notice given to the Union the day before the make-up day via text, email, voicemail or phone, with pay at straight time hourly rate on Monday thru Saturday, as the case may be. Make-up days shall be on a voluntarily basis for the Employees or Employer.

SHOW UP PAY

6-4. Employees who report for work by the direction of the Employer and are not placed at work at regular starting time shall be entitled to two (2) hours pay at the established rate of pay. This provision, however shall not apply under conditions over which the Employer has no control, or if the Employee was not at work on the preceding workday. In addition, this provision shall not apply in situations when the employee fails to report to the assigned jobsite as directed by the employer or fails an alcohol or drug test.

SHIFT WORK

6-5. Shift work shall be construed as work performed immediately following the end of the regular working hours and for the stated number of hours as defined herein. Shift work privilege shall be permitted for two or more consecutive days. Regular shift will be considered the first shift, Swing shift will be considered the second shift and Graveyard shift will be considered the third shift.

(A) Regular Shift - Eight hours pay for eight hours work between 6 a.m. and 6 p.m.

(B) Swing Shift - The Employer may choose to implement either an eight (8) hours paid for eight (8) hours worked with a 6% wage differential premium, or an eight (8) hours paid for seven and one-half (7 ½) hours worked at straight time schedule for the project. Said schedule shall be determined and communicated to the Employees prior to the start of the project. Swing shift will begin immediately following the regular shift or may overlap by 30 minutes if required by the employer.

(C) Graveyard Shift – The Employer may choose to implement either an eight (8) hours paid for eight (8) hours worked with a 13% wage differential premium, or an eight (8) hours paid for seven (7) hours worked at straight time schedule for the project. Said schedule shall be determined and communicated to the Employees prior to the start of the project. Graveyard shift will begin immediately following the swing shift or may overlap by 30 minutes if required by employer.

(D) Special Shift - Upon request of the Employer, a special daylight shift may be established at job or shop. Employees must have an eight (8) hour rest period when changing from swing to regular shift. Shift work differential will still apply for special shift depending on the time of the established shift.

(E) Eight (8) hours' notice must be given to call off a scheduled shift. If eight (8) hours' notice is not given by the Employer, the Employer will be required to pay two (2) hours show up pay. Shift works, including special or unusual shifts are to be authorized by the Business Agents or Executive Board of the Local Union.

(F) There shall be no more than eight (8) hours work between 6:00 A.M. and 6:00 P.M. at the regular rate of pay, and not more than one hour shall be taken out for lunch period. Such shift shall not be established for less than two (2) consecutive days. Employer may establish a 4x10 schedule pursuant to Article 6-1(C).

HAZ-MAT WORK

6-6. Employees covered under this Agreement who, as a condition of employment, are required to wear Company issued clothing and full face respirators or full body suits and/or supplied air situations while working in facilities that manufacture, store and/or use radioactive substances, nerve gas and/or defoliants, or on jobsites that warrant Confined Space conditions as determined by current OSHA regulations will receive the wage and fringe benefit as provided in Appendix A. **Note:** No Haz-Mat compensation will be required if the work being performed requires that the owner's product or atmosphere be protected from the employee.

OCCUPIED BUILDINGS

6-7. Upon request of the Employer, a special night shift may be established in occupied buildings without shift pay differential. Occupied buildings means an area where people are working or the work to be done cannot be performed during regular working hours.

LIGHT MANUFACTURING FACILITIES

6-8. Where specified in bid documents (excluding industrial and new commercial), overtime shall be paid at one and one half (1 1/2) times the specified base rate.

MULTIPLE COMPANY CONTRACTOR

6-9. Contractors who own or operate multiple companies and employ members of SMART LU #9 covered under this Agreement, shall not allow these employees to work in excess of forty (40) hours per week in combination with these companies without first notifying the Union that the Employee will be working overtime. Any Employee who exceeds the regular work day or work week while in the employ of a multiple company contractor shall be paid overtime at the rates provided for in the Agreement.

JURY DUTY

6-10. The Employer shall pay an employee serving on a jury, \$50 (fifty dollars) per day for the first three (3) days of jury duty as required under state law.

ARTICLE 7

TRAVEL RATE AND SUBSISTENCE

7-1. There shall be a seventy (70) road mile free zone established from each hiring center, as referenced below; mileage shall be measured using the shortest distance on paved highways as determined by Mapquest. All jobsites requiring travel outside of the free zone shall be paid at the current IRS mileage rates, with the exception that Employees traveling in a company vehicle will not be paid travel pay. Any worker employed forty (40) miles or more outside of the free zone shall also have suitable lodging provided by the Employer and receive thirty-five (\$35.00) per day for meals. Employees may choose alternative types of housing (i.e. camping) in lieu of the Employer provided hotel accommodations and will still receive the per diem for meals. Any Employee choosing, of their own volition, to drive home at the end of the workday, instead of staying in the general area of the jobsite, will not receive travel or subsistence. However, apprentices who are driving back and forth from the jobsite to apprenticeship school will receive their per diem for meals.

7-2. When employed in a shop or job-site within the limits of the "Free Zone", or beyond the limits of the "Free Zone" as described in paragraph 7-1 above, employees shall be governed by the working hours specified herein and shall provide necessary transportation from home to shop or job-site at starting time and from shop or job-site to home at quitting time. All Employees are required to be at their work stations at the assigned starting times and remain until quitting time.

7-3. When an Employee is directed by the Employer to transport himself in his own vehicle to more than one job-site per day within the "Free Zone" during working hours, employees shall receive the current IRS rates per mile for the use of their personal vehicle in addition to the applicable hourly wage rate.

7-4. An Employee directed by the Employer to transport himself in his personal vehicle beyond the "Free Zone" limits, during working hours, shall be paid the current IRS rates per mile in addition to the applicable hourly wage rate.

7-5. All subsistence expenses owed to employees shall be paid weekly and at the same time as the regular paycheck is issued.

7-6. When an employee, by his or her own choice, does not report for work on a subsistence job, he or she will not be paid subsistence for days not worked.

7-7. When suitable room and board is not available within seventy (70) road miles of a subsistence job, the Employer shall pay employees the current IRS rates per mile (round trip) for each mile traveled outside the "Free Zone" to the location where suitable room and board is available.

HIRING CENTERS

7-8. There shall be established hiring centers at mile markers 101 (Pueblo), 141 (Colorado Springs), 214 (Denver), and 269 (Fort Collins) on interstate highway I-25.

(A) The Employer's permanent established shop shall determine his designated hiring center upon execution of this Agreement. However, Employers have the option to utilize alternate hiring centers on a project and will notify Local 9 of their intention to utilize an alternate hiring center, prior to manning the project.

(B) Shops established on or near job sites after job bidding or job awards shall not be considered as permanently established shops.

(C) Any Employer not having an established hiring center within the State of Colorado prior to bidding on a job can utilize the hiring center closest in proximity to the jobsite.

(D) Employees may be allowed to change their hiring centers but may not be required to do so as a condition of employment.

PAID PARKING

7-9. When free parking is not available within five blocks (1/3 mile) of the gate, employer agrees to provide a parking benefit of \$10 per day to each worker on the affected jobsite. When free parking is available but requires a shuttle, employees shall enter the jobsite on their own time and return to the parking lot via shuttle on company time.

ARTICLE 8

FOREMAN RATIO

8-1 (A). Denver Ratio (within these 27 counties - Adams, Arapahoe, Boulder, Clear Creek, Denver, Douglas, Eagle, Elbert, Garfield, Gilpin, Grant, Jackson, Jefferson, Lake, Larimer, Logan, Moffat, Morgan, Park, Phillips, Rio Blanco, Routt, Sedgwick, Summit, Washington, Weld and Yuma Counties, Colorado).

1. All supervision shall be designated by the company. On a job site where six men are employed, the Employer must designate one of the six as a foreman. Two foremen, when sixteen men are on the job site.

2. In the shop the Employer shall designate one (1) foreman when eight (8) men are in the shop. Also, a general foreman shall be required on a job site or in the shop when there are 35 people employed in the shop or at that job site. A foreman can only supervise other foremen on one job site. He shall not be allowed to supervise foremen at other job sites.

8-1 (B). Colorado Springs and Pueblo Foremen Ratio

1. All counties not included in "Denver Ratio" are governed by this section. Each Employer shall have a designated foreman when four men are on the job site, two foremen when twelve men; when twenty (20) men on job site, two foremen and one general foreman, and when 28 men on job site, three foremen and one general foreman. This ratio is to be in effect as the number of men increases; also, one (1) shop foreman where four (4) men are regularly employed as shop men weekly.

HOME SHOP FABRICATION

8-2. On all work specified in Article I of this Agreement, fabricated and/or assembled by journeymen, apprentices, material handlers and/or classified sheet metal workers within the jurisdiction of this Union, or elsewhere, for erection and/or installation within the jurisdiction of any other collective bargaining areas or local union affiliated with the International Association of Sheet Metal, Air, Rail and Transportation Workers', whose established wage scale is higher than the wage scale specified in this Agreement, the higher wage scale of the jobsite Union shall be paid to the employees employed on such work in the home shop or sent to the jobsite.

MANUFACTURED ITEMS

8-3. The provisions of paragraph 8-2 of this Article, paragraph 2-2 of Article 2 and paragraph 3-1 of Article 3 shall not be applicable to the manufacture for sale to the trade or purchase of the following items:

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

8-4. The provisions of Section 8-2 of this Article shall not be applicable to the manufacture for sale to the trade or purchase of air pollution control systems, fabricated for the purpose of removing air pollutants excluding air conditioning, heating and ventilating systems. In addition, the provisions of Section 8-2 of this Article will not be applicable to the manufacture of spiral pipe and fittings for high pressure systems.

JOB SITE WAGE SCALE

8-5. Except as provided in paragraphs 8-2 and 8-4 of this Article, the Employer agrees that journeyman sheet metal workers hired outside of the territorial jurisdiction of this Agreement, shall receive the wage scale and working conditions of the Local Agreement covering the territory in which such work is performed or supervised.

TWO-WORKER RULE

8-6. When the Employer has any work specified in Article I of this Agreement to be performed outside of the area covered by this Agreement and within the area covered by another Agreement with another Union affiliated with the International Association of Sheet Metal, Air, Rail, Transportation Workers', and qualified Sheet Metal Workers are available in such areas, he/she 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.

(A) All additional Sheet Metal Workers shall come from the area in which the work is to be performed. Journeyman Sheet Metal Workers covered by this Agreement who are sent outside of the area covered by this Agreement shall be paid at least the established minimum wage 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 the necessary transportation travel rate, board and expenses while employed in that area, and the Employer shall be otherwise governed by the established working conditions in that Local Agreement. If employees are sent into an area where there is no Local Agreement of the International Association of Sheet Metal, Air, Rail, Transportation Workers', covering the area, then the minimum conditions of the home Local Union shall apply.

8-7. In applying the provisions of paragraphs 8-2, 8-5 and 8-6 of this Article, the term "wage scale" shall include the value of all applicable hourly contractual benefits in addition to the hourly wage rate provided in said sections.

WITHHELD PAY

8-8. Wages at the established rate specified herein shall be paid by cash or check in the shop or on the job at or before quitting time on the designated payday of each week, or by electronic transfer to the employee's designated bank and no more than five (5) days' pay will be withheld. This will not apply for circumstances beyond Management's control. In situations where the Employer is utilizing electronic transfer, and the Employee opts out of this method of payment, the Employer will mail the paycheck to the Employee, using standard U.S. Mail, with a postmark of no later than five (5) days following the pay period. If an Employee fails to receive their check within seven (7) days, the Employer will reissue the check and either hand deliver or overnight the new check within three (3) days of notification. Employees, when discharged, shall be paid in full. When designated payday falls on a holiday, the Employers will pay Employees the day prior to holiday. Employees paid by electronic transfer shall receive a check stub

reflecting the amount deposited on the date which he/she would normally receive a paycheck. Participation in electronic transfers or direct deposit shall be voluntary and therefore not be a condition of employment.

TERMINATION PAY

8-9. When Employees are laid off, or discharged, they shall be paid in full for all hours up to the time he receives his pay. If required to wait after regular quitting time, he shall receive the overtime rate. If an Employee is required to pick up his pay at another destination during regular work time, he shall get paid travel time to and from designated destination back to job-site at regular rate of pay, plus mileage. Should it be after regular working hours, he shall receive overtime rate, plus mileage for traveling.

(A) When Sheet Metal Workers quit of their own accord, they may be required to wait until the regular payday for the wages due them.

(B) When an Employee is discharged, he shall be given one-half (1/2) hour to gather his tools and belongings and return Employer owned property.

OWNER/MEMBER

8-10. Each Employer covered by this Agreement shall employ at least one journeyman sheet metal worker who is not an owner or stockholder of the Employer, on all work specified in Article I of this Agreement. However, it will be permissible for an owner-member to be the journeyman sheet metal worker. Bargaining unit employees hereunder shall include Owner/Members, *i.e.*, employees of incorporated Employers who: (a) are officers, directors, or majority stockholders of an incorporated Employer; (b) perform work covered by the terms of this Agreement; and (c) are listed on the Registration Statement filed with the Sheet Metal Workers' National Pension Fund and National Cola Fund. Contributions on behalf of Owner/Members shall be made to all employee benefit plans set out in sections 8-13 through 8-23 for all hours for which the Owner/Member is paid or entitled to payment, at the rate set out in the Appendix; provided, however that contributions to the Family Health Plan under Section 8-15 shall be the greater of (a) all hours for which the Owner/Member is paid or entitled to payment or (b) 1,450 hours per year.

ELIGIBLE EMPLOYERS

8-11. The Union will furnish men only to contractors regularly engaged in the performance of work covered under Article 1-1 with equipment and personnel adequate to perform such work.

(A) When the Union signs a contract with any Employer that differs from the contract negotiated with the Association, a verified copy of said contract shall be filed with the Association within fourteen (14) days.

VACATION PLAN

8-12. (A) In order to provide Journeymen and Apprentices working under this Agreement with paid vacation, it is hereby mutually agreed that the amount set forth in Appendix A shall be deducted from the Employees' weekly pay. The Employer shall make all legal payroll deductions for income tax, social security, state tax, etc. from the total wages and shall then withhold the full amount of the vacation deduction. On overtime hours worked, the vacation deduction will be at the rate that the overtime is paid.

(B) The Employer shall make vacation payments to a financial institution designated jointly by the Union and SMACNA Colorado for deposit into individual accounts established for Employees. Payment shall be made monthly for each hour worked by each Employee as set forth in this Agreement and paid no later than the 20th of the month following the month in which the hours were worked ("Due Date"). Remittance forms will accompany vacation payments and copies sent to SMART Local Union #9. An Employer who fails to make its vacation payments by the Due Date shall be considered delinquent and subject to late fees, interest, liquidated damages, attorney's fees and other costs of audit and collection, on the same terms and in the same amount as provided by the collection policy of the SMART Local 9 Benefit Funds, as may be amended from time to time, and which policy is hereby incorporated by reference by the parties to this Agreement.

(C) It is the intention of the parties that individual vacations should, as far as possible, be granted to each Employee in accordance with recognized vacation practices. It is recognized that this may not always be practical on account of such circumstances as exigencies of particular jobs, sickness of individual employees and other sufficient reasons, and it shall be necessary in such cases to make vacation arrangements to fit the needs of each particular job or shop.

(D) Vacation funds in the Employee's account at the designated financial institution may be accumulated from year to year or may be withdrawn at any time, in whole or in part, by the individual Employee at their election.

(E) Not more than twenty percent (20%) of the employees in any shop or on any job shall be granted their vacation at the same time unless agreed to by the Employer.

(F) Any Employee who is unable to take his vacation at the time agreed upon as provided for above, either because of accident or sickness, or because they are required by their Employer to work during that period, shall be granted his vacation by the Employer as soon thereafter as is reasonably convenient. When the Employee is so required by his Employer to work during the vacation period as previously decided upon, he shall be paid for his work during that period at the regular rates of pay.

(G) The parties agree that the rights and responsibilities under this Section 8-12, including the collection of delinquent Employer payments, may be enforced by the Union, at its discretion, either through the grievance-arbitration procedure of this Agreement or

by filing a lawsuit in an appropriate state or federal court. The Employer expressly waives any defense based on the exhaustion of the grievance-arbitration procedure in any lawsuit brought by the Union to enforce the terms of this Section.

NATIONAL PENSION PLAN AND NATIONAL 401(k) PLAN

8-13. (a) The Employer will contribute to the Sheet Metal Workers' National Pension Fund (NPF) amounts as set forth in this Agreement per hour for each hour worked for each Employee of the Employer subject to Section 8-24 below. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted to the office of the National Pension Fund as designated by the Trustees of the Fund. The parties agree to be bound by the Agreement and Declaration of Trust establishing said Fund and Amendments thereto as may be made from time to time and hereby designate as their representatives on the Board of Trustees such Trustees as named, together with any successors who may be appointed pursuant to said Trust Agreement. SMART Local 9 and SMACNA Colorado agree to adopt the terms and conditions of the National Pension Fund 2008 Default Schedule that NPF distributes in conjunction with the Notice of Critical Status. The 2008 Default Schedule is deemed incorporated into this Agreement and becomes part of this Agreement.

(b) The Employer will contribute to the Sheet Metal Workers' National Supplemental Savings Plan ("401(k) Plan" or "NSSP") amounts as set forth in this Agreement per hour for each hour worked for each Employee of the Employer subject to Section 8-24 below. Payment shall be made at such time and in such manner as directed by the Trustees of the NSSP and shall be remitted to the office of the NSSP as designated by the Trustees of the NSSP. The parties agree to be bound by the Agreement and Declaration of Trust establishing said Plan and Amendments thereto as may be made from time to time and hereby designate as their representatives on the Board of Trustees such Trustees as named, together with any successors who may be appointed pursuant to said Trust Agreement. When sheet metal workers are temporarily employed outside the jurisdiction of their home local union, the parties' signatory to this agreement shall arrange to transmit any 401(k) contributions required to be made to a 401(k) plan where the work is performed to a 401(k) plan established for the employee's home local union, and/or to the National Supplemental Savings Fund.

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

SHEET METAL WORKERS' LOCAL # 9 PENSION PLAN

8-14. (a) The Employer agrees to become and remain a participating employer in the SMART Local No. 9 Pension Trust ("Trust" or "Pension Trust") or any successor Plan throughout the term of this Collective Bargaining Agreement, including any extensions thereof, subject to the provisions of Section 8-24 below.

(b) The Employer agrees to make contributions to the Pension Trust each month on behalf of all Employees engaged in sheet metal work within the meaning of Section 1-1 of this

Agreement to the Trust at the hourly rate(s) set out in the Appendix to the Agreement. Contributions shall be made for each hour worked by each Employee.

SHEET METAL WORKERS' LOCAL # 9 FAMILY HEALTH PLAN

8-15. (a) The Employer agrees to become and remain a participating employer in the Colorado Sheet Metal Workers Local No. 9 Family Health Plan ("Health Plan"), or any successor Plan, throughout the term of this Collective Bargaining Agreement, including any extensions thereof, subject to the provisions of Section 8-24 below.

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

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

(b) The Employer agrees to make contributions to the Health Plan each month on behalf of all Employees engaged in sheet metal work within the meaning of Section 1-1 of this Agreement to the Health Plan at the hourly rate(s) set out in the Appendix to the Agreement. Contributions shall be made for each hour worked by each Employee.

COLORADO SHEET METAL INDUSTRY FUND

8-16. Contributions provided for in Section 8-16a of this Article will be used to promote programs of industry education, training, negotiation and administration of collective bargaining agreements, research and promotion, such programs serving to expand the market for the services of the sheet metal industry, improve the technical and business skills of Employers, stabilize and improve Employer-Union relations, and promote, support and improve the employment opportunities for members of the International Association of Sheet Metal, Air, Rail, Transportation Workers'. No part of any such payments, however, shall be used for political activities or to oppose officially stated policy, or officially endorsed programs or to interfere in any way in the internal affairs of the International Association of Sheet Metal, Air, Rail and Transportation Workers', or of any affiliated local union.

(A) The Employer shall pay the Sheet Metal and Air Conditioning Contractors National Industry Fund of the United States (IFUS) the hourly contribution rate established by the local Industry Fund Trustees. Payment shall be made on or before the 20th day of the succeeding

month and shall be remitted to IFUS, 4201 Lafayette Center Drive Chantilly, VA 20151 or for the purpose of transmittal, through Colorado Sheet Metal Industry Fund.

(B) The IFUS shall submit to the International Association of Sheet Metal, Air, Rail, Transportation Workers', not less often than semi-annually written reports describing accurately and in reasonable detail, the nature of activities in which it is engaged or which it supports directly or indirectly with any of its funds. One time per year, the IFUS shall include in such written report a financial statement attested 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 International Association of Sheet Metal, Air, Rail, Transportation Workers' upon written request.

(C) Grievances concerning use of IFUS funds for purposes prohibited under 8-16 or for violations of other subsections of this Section may be processed by the International Association of Sheet Metal, Air, Rail, Transportation Workers' directly to the National Joint Adjustment Board under the provisions of Article 10 of this Agreement. In the event such proceedings 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-Chairmen 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.

(D) Contributions provided for in Section 8-16(E) of this Article will be used to promote programs of industry education, training, negotiation and administration of collective bargaining agreements, research and promotion, such programs serving to expand the market for the services of the Sheet Metal Industry, improve the technical and business skills of Employer-Union relations and promote, support and improve the employment opportunities for Employees. No part of any such payments, however, shall be used for political activities or to oppose officially stated policy or officially endorsed programs, or to interfere in any way in the internal affairs of the International Association of Sheet Metal, Air, Rail, Transportation Workers' or of any affiliated local union.

(E) The Employer shall pay to the Colorado Sheet Metal Industry Fund (hereinafter referred to as the local Industry Fund the hourly contribution rate established by the local Industry Fund trustees. Payment shall be made monthly on or before the 20th day of the succeeding month.

(F) The Fund shall furnish to the Business Manager of the Union not less often than semi-annually, written reports describing in reasonable detail the nature of activities in which it is engaged or which it supports directly or indirectly with any of its funds. At least one time per year, the Fund shall include in such written report, a statement attested by a certified public accountant and containing its balance sheet and detailed statement of receipts and disbursements.

Further specific detailed information in regard to Fund activities or its receipt and/or disbursements shall be furnished to the Business Manager of the Union upon his written request.

(G) Grievances concerning use of local industry fund monies to which an employer shall contribute for purposes prohibited under Section 8-16(E) or for violations of other subsections of this Section shall be handled under the provisions of Article 10 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.

(H) Employer-Directed Continuing Education Allowance:

For each 1,600 hours paid by an employer to the Local Industry Fund, the employer is eligible for the following continuing education reimbursement by the JATC for an employee covered under this agreement:

- Up to eight hours of wages and benefits as a reimbursement per year for a covered employee who participates in employer-directed industry training.

Training may be conducted in conjunction with or outside the JATC. When training is conducted in conjunction with the JATC, the JATC shall pay for instructor and training costs associated with the course. When training is conducted outside the JATC, the employer shall pay for instructor and training costs associated with the course and submit a description of the training and a list of employees who attended.

The Industry Fund shall prepare annually a statement to Local 9, the JATC and all participating contractors the number of continuing education units each employer is eligible for.

INTERNATIONAL TRAINING INSTITUTE

8-17. The Employers will contribute to the INTERNATIONAL TRAINING INSTITUTE for the Sheet Metal and Air Conditioning Industry as set forth in this Agreement for each hour worked, for each Employee of the Employer. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted to the office of the INTERNATIONAL TRAINING INSTITUTE as designated by the Trustees of the Fund or for purposes of collection and transmittal, through Sheet Metal Workers Training Fund. The parties agree to be bound by the Agreement and Declaration of Trust establishing said Fund and amendments thereto as may be made from time to time and hereby designate as their representatives on the Board of Trustees, such trustees as named, together with any successors who may be appointed pursuant to said Agreement.

(A) The parties agree to be bound by the separate Agreements and Declarations of Trust 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, SMWIA Scholarship Fund, and the Industry Fund of the

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

(B) 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. For purposes of collection and transmittal of all National Funds to Sheet Metal Workers National Benefit Funds, P.O. Box 14176, Ben Franklin Postal Station, Washington, D.C. 20006.

SHEET METAL WORKERS' LOCAL # 9 TRAINING FUND

8-18. The Colorado Sheet Metal Workers Training Fund is created to help meet the definite obligation on the part of the Sheet Metal Industry to help in the cost of training of Apprentices and Journeymen.

The payment by Employers shall be made to the "Colorado Sheet Metal Workers Training Fund" monthly for each hour worked by each Employee as set forth in this Agreement, subject to Section 8-24.

SCHOLARSHIP LOAN AGREEMENT

8-19. It is the understanding of the parties to this Agreement that the funds contributed by signatory Employers to the Fund 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 Fund and a local JATC. Therefore, the Trustees of the Fund and local JATC shall adopt and implement a Scholarship Loan Agreement Program which will require apprentices and journeymen employed by signatory Employers to repay the cost of training either by service following training within the union sector of the industry or by actual repayment of the cost of training if the individual goes to work for a non-signatory employer in the Sheet Metal Industry. The cost of training shall include the reasonable value of all Fund 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 Fund materials and programs.

SHEET METAL OCCUPATIONAL HEALTH INSTITUTE TRUST (SMOHIT)

8-20. Effective as of the date of this Agreement the Employers will contribute to the Sheet Metal Occupational Health Institute Trust as set forth in this Agreement for each hour worked by each Employee of the Employer covered by this Agreement until the Institute Trustees determine that the Trust is financially self-sufficient. Payment shall be made on or before the

20th day of the succeeding month and shall be remitted as designated by the Trustees of the Trust.

**NATIONAL STABILIZATION AGREEMENT OF SHEET METAL INDUSTRY
(SASMI)**

8-21. The Employer shall make monthly payments of an amount equal to three percent (3%) of the gross earnings of each Employee subject to this Agreement of Sheet Metal Industry (SASMI) Trust Fund. Gross Earnings, for purposes of this Agreement, shall mean (a) total wages paid to an Employee by the Employer which are reportable by the Employee for Federal Income Tax purposes, and (b) any and all contributions paid by such Employer on behalf of the Employee to a pension and/or health and welfare fund.

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

SMWIA SCHOLARSHIP FUND

8-22. The SMWIA Scholarship Fund is a National Trust Fund administered by a board of trustees. It provides scholarships for the members of the International Association of Sheet Metal, Air, Rail, Transportation Workers' at the various colleges and institutes in the United States and Canada. The Employer shall pay the above-named fund the applicable amount according to the current collective bargaining agreement.

NATIONAL ENERGY MANAGEMENT INSTITUTE (NEMI)

8-23. Effective as of the date of this Agreement the Employers will contribute to NEMI the amounts as set forth in this Agreement for each hour worked by each Employee of the Employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the Trust.

**EMPLOYER RESPONSIBILITY AND PAYMENT OF FRINGE BENEFITS AND
CONTRIBUTIONS**

The provisions of this Section 8-24 apply to all employee benefit funds in Sections 8-13 to and including 8-23 unless specifically provided otherwise.

8-24. (a) Requirement to Maintain Bond. All Employers signatory to the Agreement shall carry with a reliable bonding company, at its own expense, a bond in accordance with the following schedule of Employees to ensure payment of all employee benefit contributions.

One to five *employees, excluding Owner members* \$25,000

Six to fifteen	\$50,000
Sixteen to twenty-five	\$80,000
Twenty-six and over	\$150,000

The bond shall be conditional upon payment by the Employer of all fringe benefits and contributions under this Agreement. The Employer shall provide the Union with evidence that the bond is in force and the name of the bonding or insurance company issuing same.

The Employer may choose to deposit a certified or cashier's check payable to SMART Local #9 Benefit Trust Funds in the amount equal to the schedule listed above. If an Employer fails to purchase a new Bond, if required, he shall then be required to furnish a Cashier's Check equal to the schedule listed above, within five (5) business days.

The certified or cashier's check shall be a joint signature check to be cashed by the Trust Funds in the event of the Employer's failure to remain current on all fringe benefit payments.

SMART #9 will not refer members to any Employer who does not comply with the items noted above.

Any Employer having established a record of twelve (12) consecutive months wherein all fringe benefits and contribution payments have been made, may discontinue maintaining a bond. Thereafter, a delinquency to any employee benefit plan to which contributions are required under this Agreement of thirty (30) days or more will require immediate reinstatement, or reacquisition, of a bond. If an Employer that is required to reinstate a bond subsequently establishes a record of twelve (12) consecutive months wherein all fringe benefits and contribution payments have been timely made, such Employer may discontinue maintaining a bond as long as contributions required under this Agreement are current.

(b) Contributions.

(i) The vacation pay deduction required by section 8-12 shall be paid for regular hours worked times the vacation rate, plus overtime hours at the rate overtime is paid. See Article 6 and Appendix A.

(ii) The Family Health Plan, Pension Trust, Industry Fund, Training Fund, National Pension Fund, NSSP 401(k) Plan and other national fund contributions shall be paid for the total hours worked.

(iii) The SASMI contribution shall be 3% of gross earnings as provided in Section 8-21.

(iv) Employers not bound to payments into the Industry Fund will pay, in lieu of the Industry Fund, the established amount to the Colorado Sheet Metal Workers' Local Training Fund.

(v) SMART Local 9 working assessment, service fee deduction or dues check-off shall be submitted to a financial institution designated by Local 9.

(vi) The Employer agrees to make contributions to the employee benefit funds as required by this Agreement as long as the Agreement is in effect or, upon the expiration of this Agreement, until it is no longer under a duty to make such contributions under the National Labor Relations Act, if later.

(c) Due Date. Contributions for work in a month shall be paid on or before the twentieth (20th) day of the month immediately following the month in which the hours were worked (or on or before such other date as the Board of Trustees of a fund may have determined or hereafter determine). Contributions shall be transmitted together with a remittance report containing such information, in such manner, and on such form as may be required by a fund's Board of Trustees.

(d) Work Stoppage. If on the last day of the month following the month for which contributions to the benefit funds are due, the Employer has failed to pay contributions and deductions, then on the next working day, *a hiring freeze shall be in effect* or he may suffer a work stoppage on jobs and/or in the shops at the discretion of the Delinquency Committee. This work stoppage will continue until all contributions have been paid and there shall be no loss of pay to his Employees during this work stoppage, not to exceed a total of sixteen (16) hours per Employee.

(e) Employer Bound by Trust Agreements. The Employer agrees to be bound by the provisions of the Agreements and Declaration of Trust establishing each benefit fund hereunder as they may from time to time be amended, and by all resolutions and rules adopted by their respective Board of Trustees pursuant to the powers delegated to them by the applicable Trust Agreement, including collection policies, receipt of which is hereby acknowledged and the terms of which are incorporated herein by reference. The Employer hereby designates the Employer members of each benefit fund's Boards of Trustees, or their duly selected successor(s), as its representatives on the respective fund's Boards of Trustees.

(f) Payroll Review. The Employer agrees to retain records and to permit auditors authorized by the Boards of Trustee(s) of the benefit fund(s), individually or jointly, to inspect and review any of its records necessary to ensure compliance with this Agreement and to forward such records or true copies thereof to the fund's auditors upon request, and as may be provided in the applicable Trust Agreement. The Employer further agrees to make available to the Union all payroll records the Union may require to administer the working assessment, service fee deduction or due's check off provided under this Agreement, and to maintain all payroll records, including time cards, for a period of three (3) years for such purposes.

(g) Cooperation with Funds. The Employer and Union agree to cooperate with the Trustees of the Family Health Plan, Pension Trust and other benefit funds in distributing plan booklets, literature, and other documents supplied by the Board of Trustees or Administrators of

such funds, and in obtaining and providing such census data as may be required by the funds' Administrators or Trustees.

(h) Delinquencies. The Employer agrees that, should it default or become delinquent in any of its obligations to any employee benefit fund, as set forth in this Agreement, it shall be liable for such penalties and costs as may be provided for by the Trust Agreement(s), resolution(s) and policies of the Board(s) of Trustees of the respective fund(s), including, but not limited to, a late payment fee, interest, liquidated damages, and all costs of collection including reasonable attorney's and accounting fees.

(i) Termination of Participation. The parties acknowledge that the participation of the Employers in the benefit funds hereunder are subject to approval by the Board of the Trustees of the respective benefit funds and that the respective Trustees reserve the right to terminate, at their sole and unreviewable discretion, the participation of the employees covered by this Agreement. Such termination may be directed by the Trustees for reasons including, but not limited to, failure of the Employer to timely pay contributions, and expiration of a Collective Bargaining Agreement. If the Trustees should deny an Employer's participation for any reason, the contributions provided by this Agreement shall be added to the employees' wages.

INTEGRITY CLAUSE

8-25.(A) 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 interests (other than a non-controlling interest in a corporation whose stock is publicly traded) in any business entity that engages in work within the scope of SFUA Article I hereinabove using employees whose wage package, hours and working conditions are inferior to those prescribed in this Agreement or, if such business entity is located or operating in another area, inferior to those prescribed in the Agreement of the sister local union affiliated with the International Association of Sheet Metal, Air, Rail, Transportation Workers', AFL-CIO in that area.

(B) 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-subsiary and/or holding-company relationship, and any other business entity within such corporate structure is engaging in work within the scope of SFUA Article I hereinabove using employees whose wage 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 the International Association of Sheet Metal, Air, Rail, Transportation Workers', AFL-CIO in that area.

(C) Any Employer that signs this Agreement or 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 hereinabove 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.

(D) 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 \$500 per calendar day from the date 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 SFUA Article X.

MEMBERSHIP EDUCATION PROGRAM

8-26. (A) There is hereby established a "Membership Education Program" between SMART Local Union #9 and each Employer or his Representative Association.

8-26. (B) It is agreed that all Apprentices shall participate in the program. The activities of the program that involve organizing and other traditional union activities shall be funded by the Union through a check-off in compliance with the provisions of Section 302 (c) of the L.M.R.A.

ARTICLE 9

EMPLOYEE RESPONSIBILITY

9-1. Journeyman and Apprentice Sheet Metal Workers covered by this Agreement shall provide for themselves hand tools, including the following:

1 – Pair Snips – Left Cut	2 – 12” Pair Channel Locks (Water Pumps)
1 – Pair Snips – Right Cut	1 – Scratch Gauge
1 – Pair Bulldog Snips	1 – Welding Hood/For Welders Only
1 – Pair Combination Snips	2 – Tapered Drift Pins 1/4” to 3/8”
1 – Speed Wrench	2 – Scratch Awls
1 – Sheet Metal Hammer	1 – Pipe Crimper
	1 Pair Square Nose Pliers
1 – Pair Tongs	1 – Pair Lineman Pliers (wire cutters)
1 – Small Dolly	1 – Cold Chisel
1 – Hacksaw	1 – Bit Box
4 – Pair Vice Grips	1 – 1/8" Pop Riveter
2 – Pair of C Grips	1 – Duct Puller
1 – 3/8 ratchet with commonly used sockets	1 – Large Nipper (Duct Pullers)
1 – 50' Steel Tape	1 – Nail Bar
2 – Crescent Wrenches - 10" and 6"	1 – 12” Tri Square
1 – 25’ Steel Tape	Tool Pouches
1 – Plumb Bob and Chalk Box	1 – Stubby Screwdriver

1 – Small Level not to exceed 18"	1 – 8” Phillips Screwdriver
1 – Set Allen Wrenches	1 – Pair Dividers 8”
2 – 8” Screwdriver	1 – V Notcher, or button punch, or Whitney Punch, at Employee’s discretion

The Employee will be provided with two pair of safety glasses in a six-month period and will be provided training and materials needed to clean and maintain the safety eyewear in good condition. Employees are required to maintain safety eyewear in good condition.

In the event that safety eyewear becomes damaged through appropriate use, they will be replaced on an as needed basis. This policy requires the employee to present the damaged glasses to the employer. Safety eyewear replaced due to damage resulting from proper use will not count towards the two pair per 6-month period.

In the event the employee does not arrive at work with safety approved safety glasses as provided by the Company or purchased individually, the following will be applicable:

- The Employee can elect to receive a written reprimand.
- Following a second reprimand, the employee will be sent home without show up pay.
- In the event of a third reprimand, the employee may be terminated.

9-1. (A) Apprentice Applicant and Material Handler tool list: Contractors will allow a credit for these tools to the Apprentice Applicant and Material Handlers for a period of sixty (60) days, the following tools:

- | | |
|----------------------------|--------------------|
| 1 - Pair Snips - Left cut | 1 - 8” Screwdriver |
| 1 - Pair Snips - Right cut | 1 - Tape |
| 1 - Sheet Metal Hammer | 1 - Scratch Awl |

9-2. Journeymen, Apprentices, apprentice applicants or classified sheet metal workers covered by this Agreement shall not be permitted or required as a condition of employment to furnish the use of automobile or other conveyance to transport workers, tools, equipment or materials from shop to job, from job to job, or from job to shop; facilities for such transportation to be provided by the Employer. This provision shall not restrict the use of an automobile or other conveyance to transport its owner and personal tools from home to shop or job at starting time, or from job to home at quitting time.

(A) Journeymen, Apprentices, Apprentice Applicants and any other classification of employee covered by this Agreement shall not be restricted from using their automobile or other conveyance to transport its owner and personal tools and certain small tools (provided they are furnished by the Employer) such as electric drills up to 3/8", drop cords not to exceed 100 feet, small power saws, pop rivet guns, pop rivets, bits, bench rules, or other small hand tools which can be carried in the worker's tool box, from home to shop or job at starting time or from job or shop to home at quitting time.

(B) Journeymen, Apprentices, Apprentice Applicants and any other classification of employee covered by this Agreement shall not be required or permitted to lease, rent, or in any way loan his automobile, truck, welding machines, or any other material or equipment, to his Employer, or any other Employer signatory to this Agreement.

(C) Employer furnished hand tools that are worn or faulty are to be replaced by the Employer promptly for better productivity and Employees are financially responsible for Employer furnished tools if negligence is proven.

PREFERENTIAL CLAUSE

9-3. The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the Sheet Metal, Roofing, Ventilating and Air Conditioning Industry, for covered work in the State of Colorado, any better Agreement than this Agreement, such better Agreement shall be made available to the Employer for all jobs in Colorado and the Union shall immediately notify the Employer Association of any such concessions.

(A) Upon notification of ratification of any addendum to the Standard Form of Union Agreement, the Employer must give the Union fifteen (15) days notice of intent to utilize and sign. For any new non-HVAC Agreement or Addendum, the Employer will have 90 (ninety) days to sign and implement said Agreement or Addendum.

(B) Under this favored nations clause, it is expressly understood that this issue is not to be raised concerning the application of Resolution Number 78 on any targeted job, so long as all signatory contractors who wish to do so, have an opportunity to compete under the same conditions on that particular targeted job.

(C) Preferential clause will not be applicable to organizing campaigns conducted by SMART Local #9. Labor and Management will meet quarterly to review the organizing activities of SMART Local #9.

SAVINGS CLAUSE

9-4. Inasmuch as this Agreement is subject to any and all governmental laws, rules and regulations, any provisions of this Agreement adjudged to be unlawful by a court of competent jurisdiction, shall be treated for all purposes as null and void, but all other provisions of this Agreement shall continue in full force and effect as provided herein.

SUCCESSOR AND ASSIGNS

9-5. Prior to selling, liquidating or transferring ownership of the business a signatory contractor must ensure that all trust funds are paid, up to the date of sale.

ADDENDUM RATIFICATION & IMPLEMENTATION

9-6. Any Addendum must be ratified by Local #9's membership before becoming effective. Any addendum shall be subject to Article 9-3 and 9-3(A) if the particular addendum has not been negotiated by the Association and shall be subject to 9-3(A) if Association has negotiated the particular addendum.

ARTICLE 10

GRIEVANCE PROCEDURE

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.

10-1. Grievances of the Employer or the Union, arising out of interpretation or enforcement of this Agreement, shall be settled between the Employer directly involved and the duly authorized representative of the Union, if possible. Both parties may participate in conferences through representatives of their choice.

(A) 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 first knowledge of the facts giving rise to the grievance.

10-2. Grievances not settled as provided in Section 1 of this Article may be appealed by either party to the Local Joint Adjustment Board where the work was performed or in the jurisdiction of the Employer's home local and such Board shall meet promptly on a date mutually agreeable to the members of the Board, but in no case more than fourteen (14) calendar days following the request for its services, unless the time is extended by mutual agreement of the parties, or Local Joint Adjustment Board. The Board shall consist of representatives of the Union and of the Local Employers Association and both sides shall cast an equal number of votes at each meeting. The local Employers Association, on its own initiative, may submit grievances for determination by the Board as provided in this Section. Except in the case of a deadlock, a decision of a Local Joint Adjustment Board shall be final and binding.

(A) Notice of appeal to the Local Joint Adjustment Board shall be given within thirty (30) days after termination of the procedures prescribed in 10-1 of this Article, unless the time is extended by a mutual agreement of the parties.

10-3. Grievances not disposed of under the procedure prescribed in Section 2 of this Article, because of 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.

(A) 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-Chairmen of the National Adjustment Board.

10-4. 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. Submission 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 prescribed 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.)

10-5. 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.

10-6. 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.

10-7. 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 grievance 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.

10-8. 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 reopener become deadlocked in the opinion of the Union representative(s) or the Employer(s) representative, or both, notice to that effect shall be given to the National Joint Adjustment Board.

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

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

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

(E) 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.

(F) 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.

(G) 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.

10-9. I understand, with the execution of this Agreement I have signed Local 9's new Standard Form of Union Agreement. I recognize that this Agreement contains Article 10, Section 8 dealing with interest arbitration. I further recognize that since interest arbitration is a permissive subject of bargaining and is not mandatory that I may not invoke the equal treatment clause in the contract to adopt a different form of Union Agreement that does not contain interest arbitration.

ARTICLE 11

PAL POLITICAL FUND

11-1. The Employer agrees to recognize political contribution deduction authorizations for its Employees who are Union members in the following form:

"I hereby authorize the Financial Institution designated to hold my vacation account to deduct from my vacation fund the sum of two cents (\$.02) for each hour worked and to forward that amount to PAL Political Fund and/or AFL-CIO COPE. This authorization is signed voluntarily and with the understanding that PAL Political Fund and/or AFL-CIO COPE will use this money to make political contributions and expenditures in connection with federal, state and local elections. I am aware of my right to refuse to sign this authorization without reprisal. This authorization may be revoked by mailing notices of revocation by United States Registered or Certified Mail, Return Receipt Requested, to the Treasurer, PAL Political Committee and/or AFL-CIO, 1750 New York Avenue N.W., Washington, D.C. 20006, and to SMW #9 Office, P.O. Box 27910, Denver, CO 80227-0910.

(A) The political contribution deduction from the vacation fund shall be made on the first pay period of each month during which an Employee who has performed compensated service has in effect a voluntarily executed political contribution deduction authorization filed with the Vacation Board of Trustees. The money shall be remitted within ten (10) days thereafter to PAL Political Fund, and/or AFL-CIO COPE, 1750 New York Avenue, N.W., Washington, D.C. 20006, accompanied by a form stating the name and hours worked for each Employee for whom a deduction has been made. All collections and administration shall be treated as a vacation delinquency by the Vacation Board of Trustees. The Employer shall have no responsibility for collection, administration or distribution of these political funds.

ARTICLE 12

APPRENTICES

12-1. There shall be one (1) Joint Apprenticeship and Training Committee hereinafter referred to as the JATC. It is agreed that the JATC will establish Training Centers in sufficient numbers to meet the training needs of all employers signatory to this Agreement.

(A) All duly qualified apprentices and apprentice applicants shall be under the supervision and control of a Joint Apprenticeship and Training Committee as determined in the Apprentice Trust documents.

12-2. 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 JATC.

12-3. It is hereby agreed that the Employer shall be entitled to apply to the Joint Apprenticeship and Training Committee on the basis as listed below in the following table. It is hereby agreed that the Employer shall be entitled to apply to the JATC for apprentices and apprentice applicants according to the JATC policy. The total ratio per shop and job site shall be as follows:

Number of Journeymen Employed	Eligible for Number of Apprentices	Eligible for Number of Apprentice Applicants/Material Handlers	Eligible for Number of Classified Workers
1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
5	5	5	5
6	6	6	6
7	7	7	7
8	8	8	8
9	9	9	9
10	10	10	10
11	11	11	11
12	12	12	12
∞	∞	∞	∞

(A) When the established ratios are not able to be met, the Employer may substitute within all classifications to establish these ratios.

(B) Apprentices utilized under these circumstances will retain their regular rate of pay and fringe benefits.

(C) Apprentice applicants being utilized under these circumstances will be paid no less than the minimum rates provided for an apprentice at the sixty percent (60%) level including all applicable fringe benefits. The Union will be entitled to all assessments normally paid by the sixty percent (60%) apprentice as well. Note: Apprentice applicants are not applicable to some jobs and projects.

12-4. Paragraph 12-3 notwithstanding, any Contractor engaged exclusively in the residential market (residential market is herein defined as single family housing) shall be entitled to apply to the JATC on the basis of one (1) apprentice to two (2) journeymen.

12-5. All applicants for apprenticeship in Colorado shall be a minimum of 17 years of age. All applicants for apprenticeship shall meet the requirements of the Local J.A.T.C. Apprentices shall not be put in charge of work on any job and shall work under the supervision of a journeyman until apprenticeship terms have been completed and they have qualified as a journeyman.

12-6. A graduated wage scale for apprentices shall be as provided for in appendix A.

12-7. No apprentice shall work without proper or adequate supervision of the journey worker.

For the purpose of these apprenticeship standards, adequate or proper supervision of the apprentice means the apprentice is under the supervision of a fully qualified journeyworker or supervisor at all times who is responsible for making work assignments, on the job learning and safety at the work site.

To adequately or properly supervise an apprentice does not mean the apprentice must be within eyesight or reach of the supervisor, but that the supervisor knows what the apprentice is working on; is readily available and making sure the apprentice has the necessary instruction and guidance to perform their level of performance safely, correctly and efficiently.

ARTICLE 13

APPRENTICE APPLICANTS & MATERIAL HANDLERS

13-1. It is hereby agreed that the Employer may apply to the Joint Apprenticeship Committee and the Joint Apprenticeship Committee shall grant apprentice applicants, based on their availability. Any apprentice of the Employer on layoff at the effective date of this agreement must be rehired before said Employer is entitled to any apprentice applicant.

(A) Apprentice applicants shall be enrolled by the JATC as applicants for future openings in the apprenticeship program. The Joint Apprenticeship Committee shall evaluate the qualifications of apprentice applicants for such openings during the thirty (30) days of employment. No apprentice applicant shall be retained beyond thirty (30) days unless they are qualified for the apprenticeship program.

(B) As a condition of employment and prior to being placed at work, apprentice applicants must be referred by the JATC. Upon termination or lay off, apprentice applicants must notify the JATC and obtain new referral from the JATC before going back to work.

(C) The minimum wages and fringes for apprentice applicants shall be provided for in Appendix-A.

13-2. Material Handlers

(A) A Material Handler may perform any work contained in Article I and shall have a 30-day probationary period. Following the 30-day probationary period, a Material Handler may maintain SMART Local 9 membership for a maximum of one year (including the probationary period) in the Material Handler classification. After exhausting eligibility, the Material Handler shall be terminated or transitioned to one of the following:

- Indentured apprentice
- Classified worker

(B) Both the Union and the Employer agree not to circumvent the apprenticeship program by encouraging or allowing any indentured apprentice or former apprentice to change their classification to a Classified Worker, Material Handler or a Journeyman until his class graduates.

(C) Effective July 1, 2019, the taxable wage for a Material Handler shall be \$15.00 per hour. The employer shall make the following benefit contributions on behalf of Material Handlers:

- Contributions sufficient to maintain coverage in Health Plan Schedule B or its successor
- Local drug testing fund sufficient to cover the cost of the program
- Local training fund: \$.05
- National training funds: \$.18

(D) Material Handlers shall receive the following minimum hourly taxable wage:

- July 1, 2021: \$15.25
- July 1, 2022: \$15.50
- July 1, 2023: \$15.75
- July 1, 2024: \$16.00

ARTICLE 14

CLASSIFIED WORKER

14-1. Classified workers may be employed in the following ratio:

(A) One (1) classified worker for any Employer who employs an apprentice;

(B) Both the Union and the Employer agree not to circumvent the Apprentice Program by encouraging or allowing any indentured apprentice or former apprentice to change his classification to either a classified worker or a journeyman until his class graduates.

(C) Classified workers may perform any work covered by Article 1 of which they are capable and will work under the general direction of a journeyman. The wage rate for classified workers will not be less than fifty percent (50%) of the journeyman wage rate. They shall be covered by the local Family Health Plan. Local Pension, National Pension, and 401 (k) contributions shall be at the same percentage as their wage rate.

(D) In the event the Employer is entitled to employ a classified worker and the union fails to comply with the Employer's written request to furnish a classified worker within forty-eight (48) hours, the Employer may directly hire such employees and refer them to the Union.

(E) In the event that apprentices or classified workers are not available to meet the established ratios, the Employer may substitute apprentice applicants and/or classified workers to achieve either ratio.

(F) Apprentice applicants being utilized under these circumstances will be paid no less than the minimum rates provided for a sixty percent (60%) apprentice including all applicable fringe benefits. The Union will be entitled to all assessments normally paid by the sixty percent (60%) apprentice as well.

(G) Classified Workers shall be evaluated using a method jointly developed by Labor and Management to determine the wages, qualifications, and capabilities to enter the workforce. Following the evaluation, the Classified Worker will then be given the opportunity to make application to the Apprenticeship Program. Through the interview process by the Local JATC, the Classified Worker may be offered placement into the appropriate year of the Apprenticeship Program based on their past experience. The wages and fringes will be specified per the stated wage and fringe matrix.

ARTICLE 15

NO STRIKE – NO LOCKOUT

15-1. Neither the Union nor any of the employees covered by this Agreement will collectively, concertedly or individually induce, engage or participate directly or indirectly, in any strike, sympathy strike, picketing, slowdown, stoppage or other curtailment of interference with the Employer's operations, or interference with the flow of materials or persons in or out of places where the Employer is doing business. The Union agrees to exert every effort through its local officers and representatives to end any unauthorized interruption of work. The Employer will not lock out any of the Employees covered by this Agreement.

(A) The elimination of any strike or lockout caused by an impasse of negotiations at the time a current Collective Bargaining Contract has expired is not included above. An individual's rights shall not be in jeopardy by any language in this Article.

ARTICLE 16

SIGNATURE OF AGREEMENT

16-1. This Agreement shall become effective on the 1st day of July 2019, and remain in full force and effect until the 30th day of June 2025, 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.

16-2. Notwithstanding any other provision of this Article, or any other Article of this Agreement, whenever an amendment to the Standard Form of Union Agreement shall be adopted by the sponsoring national associations, any party to this Agreement, upon the service of notice to all other parties hereto, shall have this Agreement reopened thirty (30) days thereafter, for the sole and only purpose of attempting to negotiate such amendment or amendments into this Agreement for the duration of the term hereof. There shall be no strike or lockout over this issue.

16-3. 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 of this Agreement. This shall be effective during the entire term of any collective bargaining agreement that has been entered into under Section 8(f) of the National Labor Relations Act, and upon conversion of the bargaining relationship to one under Section 9(a) of the National Labor Relations Act, either by an election conducted by the National Labor Relations Board, or through the procedures set forth in this Agreement.

16-4. By execution of the Agreement, the Employer authorizes SMACNA Colorado 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 150 days prior to the then current expiration date of the Agreement.

In witness whereof, the parties hereto affix their signatures and seal this 21st day of June 2019.

Sheet Metal and Air Conditioning Contractors' National Association, Colorado Chapter

By: 
Signature of Officer or Representative

Gary Venable President
Print Name & Title

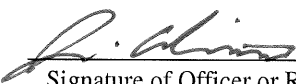
By: 
Signature of Officer or Representative

NATHAN COOPER, Executive Director
Print Name & Title

International Association of Sheet Metal, Air, Rail, Transportation Workers' Local No. 9

By: 
Signature of Officer or Representative

DWAYNE STEPHENS BUSINESS MANAGER
Print Name & Title

By: 
Signature of Officer or Representative

Jon Alvino Business Agent
Print Name & Title

**International Association of Sheet Metal, Air, Rail, Transportation Workers' Local #9
AND
Sheet Metal and Air Conditioning Contractors' National Association, Colorado Chapter**

APPENDIX A

Appendix A shall be effective July 1, 2019 through June 30, 2025. The journeyman total package on July 1, 2019 shall be \$53.23 with the following journeyman wage increases:

Jan. 1, 2020: \$.50 (\$.40 allocable by the union and \$.10 non-accruing pension employer match
July 1, 2020: \$1.40 (\$1.35 allocable by the union and \$.05 non-accruing pension employer match
* July 1, 2021: \$1.70
* July 1, 2022: \$1.40
July 1, 2023: \$1.70
^ July 1, 2024: \$1.40

* Increase is contingent upon the Local 9 Family Health Plan achieving a minimum of 1.5 million hours worked in the previous calendar year

Increase is contingent upon the Local 9 Family Health Plan achieving a minimum of 1.6 million hours worked in the previous calendar year

^ Increase is contingent upon the Local 9 Family Health Plan achieving a minimum of 1.6 million hours worked in the previous calendar year. Also, if the Local 9 Family Health Plan achieves 2.0 million hours worked in the previous calendar year, the increase will be \$1.70.

If, in any year, the minimum hours are not achieved, the wage adjustment will become a one-year wage reopener for not more than previously agreed to and not less than a wage freeze.

To calculate delinquent health plan hour contributions, employers showing a delinquency for any months shall have their last reported monthly hours duplicated for the missing months, provided that Local 9 members have been employed by the delinquent contractor for that time period.

APPENDIX B

Appendix B shall be applicable to all counties in the State of Colorado, with the exception of the City and County of Denver, Arapahoe County, Boulder County, Jefferson County, Adams County, Douglas County, Larimer County and the City and County of Broomfield. Appendix B shall only be applicable on jobs with a Sheet Metal value of \$500,000 (five hundred thousand dollars) or less. In instances where a journeyman is not available for hire under this Appendix B, a Classified Worker may be substituted. The terms and conditions of Appendix A, relative to implementation and expiration, shall also apply to Appendix B.


(For purposes of this CBA negotiation, any increases to the Local Pension Fund contribution, under Appendix B, will come from the negotiated wage increase).

In witness whereof, the parties hereto affix their signatures and seal this 21st day of June 2019.

Sheet Metal and Air Conditioning Contractors' National Association, Colorado Chapter

By: 
Signature of Officer or Representative

Gary Venable President
Print Name & Title

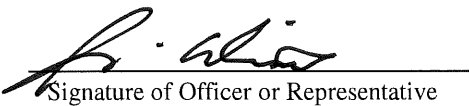
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Print Name & Title

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By: 
Signature of Officer or Representative

DWAYNE STEPHENS BUSINESS MANAGER
Print Name & Title

By: 
Signature of Officer or Representative

Jon Alvin Business Agent
Print Name & Title