

Local #218

Agreement Between:

**International Association of Sheet Metal, Air,
Rail, and Transportation Workers
Local #218D**

And

**Decatur Sheet Metal
Contractors' Association**

For

Macon County, Illinois

**Term of Contract:
June 1, 2013 - May 31, 2015**

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**STANDARD FORM OF UNION AGREEMENT
SHEET METAL, ROOFING, VENTILATING AND AIR CONDITIONING
CONTRACTING DIVISIONS OF THE CONSTRUCTION INDUSTRY**

Agreement entered into June 1st, 2013 by and between Decatur Sheet Metal Contractor's Association and each business establishment individually, whether represented by a contractor association or not, hereinafter referred to as the Employer, and Local Union No. 218D of the International Association of Sheet Metal, Air, Rail, and Transportation Workers (SMART) hereinafter referred to as the Union for Macon county in Illinois.

ARTICLE I

SECTION 1. This Agreement covers the rates of pay and conditions of employment of all employees of the Employer engaged in but not limited to the: (a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all HVAC systems, air veyor systems, exhaust systems, and air-handling systems regardless of material used including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all air-handling equipment and duct work; (d) the preparation of all shop and field sketches whether manually drawn or computer assisted used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches; (e) metal roofing; and (f) all other work included in the jurisdictional claims of the International Association of Sheet Metal, Air, Rail, and Transportation Workers.

ARTICLE II

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

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

ARTICLE III

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

ARTICLE IV

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

ARTICLE V

SECTION 1. The Employer agrees to require membership in the Union, as a condition of continued employment of all employees performing any of the work specified in Article I of this Agreement, within eight (8) days following the beginning of such employment or the effective date of this Agreement, whichever is the later, provided the Employer has reasonable grounds for believing that membership is available to such employees on the same terms and conditions generally applicable to other members and that membership is not denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership.

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

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

SECTION 4: The Employer agrees to deduct Union dues, assessment or service fees (excluding fines and initiation fees) from each week's pay of those employees who have authorized such deductions in writing, irrespective of whether they are Union members. Not later than the twentieth day of each month, the Employer shall remit to the designated financial officer of the Union the amount of deductions made for the prior month, together with a list of employees and their Social Security numbers for whom such deductions have been made.

ARTICLE VI

SECTION 1. The regular working day shall consist of eight (8) hours labor in the shop or on the job between eight (8) a.m. and five (5) p.m. unless modified in local negotiations and the regular working week shall consist of five (5) consecutive eight (8) hour days labor in the shop or on the job, beginning with Monday and ending with Friday of each week. All full time or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. Except as otherwise provided pursuant to Section 4 of this Article, all work performed outside the regular working hours and performed during the regular work week, shall be at one and one half (1 1/2) times the regular rate. Where conditions warrant, the regular work day may consist of ten (10) hours labor on the job and the regular work week of four (4) ten (10) hour days between Monday and Friday when mutually agreed between the Local Union and Employer. (See Addendum #3, Article VI, Section 1A, Page 20)

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

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

SECTION 2. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, the day after Thanksgiving Day or days locally observed as such, and Saturday and Sunday shall be recognized as holidays. All work performed on holidays shall be paid as follows: two (2) times the hourly rate.

SECTION 3. It is agreed that all work performed outside of regular working hours during the regular work week and on holidays shall be performed only upon notification by the Employer to the Union in advance of scheduling such work. Preference on overtime and holiday work shall be given to employees on the job on a rotation basis so as to equalize such work as nearly as possible.

SECTION 4. Shift work and the pay and conditions therefore shall be only as provided in written addenda attached to this Agreement. Energy conservation—Retrofit work performed outside the regular work day in occupied buildings shall be performed under shift work conditions to be established by the local parties or by the National Joint Adjustment Board on the request of either party, if not locally provided.

ARTICLE VII

SECTION 1. When employed in a shop or on a job within the limits of Local 218D, employees shall be governed by the regular working hours specified herein and shall provide for themselves necessary transportation within the said limits from home to shop or job at starting time and from shop or job to home at quitting time, and the Employer shall provide, or pay, for all necessary additional transportation during working hours.

SECTION 2. When employed outside of the limits specified in Section 1 of this Article, and within the jurisdiction of the Union, employees shall provide transportation for themselves which will assure their arrival at the limits specified in Section 1 of this Article at regular starting time, and the Employer shall provide or pay for all additional transportation for such jobs, including transportation from such job back to the limits specified in Section 1 of this Article which will assure arrival at such limits at quitting time. As an alternative to the foregoing method, travel expense may be paid by a zone or other method of payment. If this alternative method is used, it will be provided in a written addendum attached hereto. If an Employer sends an employee to perform work outside of the territorial jurisdiction of the United States of America or Canada, travel pay and/or subsistence arrangements shall be negotiated locally.

The parties intend travel pay to fairly compensate employees for travel, not to place contractors at a competitive disadvantage due to geographic location or to create artificial barriers against out-of-area contractors.

ARTICLE VIII

SECTION 1. The minimum rate of wages for journeymen sheet metal workers covered by this Agreement when employed in a shop or on a job within the jurisdiction of the Union to perform any work specified in Article I of this Agreement shall be (see page 53) per hour, except hereinafter specified in Section 2 of this Article.

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

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

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

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

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

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

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

SECTION 8. Welfare benefit contributions shall not be duplicated.

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

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

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

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

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

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

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

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

(b). The Employer shall pay the Sheet Metal and Air Conditioning Contractors' National Industry Fund of the United States (IFUS) seven cents (\$0.07) per hour**** for each hour worked on and after the effective date of this Agreement by each employee of the Employer covered by this Agreement. 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, Virginia, 20151 -1209, or for the purpose of transmittal, through Decatur Sheet Metal Contractor's Association.

**** *Please note that in 2009, SMACNA's Board of Directors implemented an Industry Fund of the United States (IFUS) increase for SMACNA members that will impact the contribution rate made by those members set forth in Standard Form of Union Agreement (SFUA) Article VIII,*

Section 12 b (or the applicable IFUS provision(s) of your local collective bargaining agreement(s) and/or addenda.) Those required increases are as follows:

SMACNA Board-Approved IFUS Increase Implementation Schedule:

- If your CBA expires or you have a wage reopener in 2011, begin paying an additional 2¢ (9¢ total) on the 2011 anniversary date of your CBA and add a penny on the anniversary date each year thereafter until dues/IFUS contribution totals 12¢/hour in 2014.

(c). The IFUS shall submit to the International Association of Sheet Metal, Air, Rail, and 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 to by a certified public accountant containing its balance sheet and detailed statement of annual receipts and disbursements. Further specific detailed information in regard to IFUS activities or its receipts and/or expenditures shall be furnished to the International Association of Sheet Metal, Air, Rail, and Transportation Workers upon written request.

(d). Grievances concerning use of IFUS funds for purposes prohibited under Section 12(a) or for violations of other subsections of this Section may be processed by the International Association of Sheet Metal, Air, Rail, and Transportation Workers directly to the National Joint Adjustment Board under the provisions of Article X of this Agreement. In the event such proceeding results in a deadlock, either party may, upon ten (10) days notice to the other party, submit the issue to final and binding arbitration. The Arbitrator shall be selected by the Co-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, (Section 12, Article VIII), and no other.

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

(b). The Employer shall pay to the Decatur Sheet Metal Contractor's Association Industry Fund (the local industry fund), ten cents (\$0.10) per hour for each hour worked on or after the effective date of this Agreement by each employee of the Employer covered by this Agreement. Payment shall be made monthly on or before the 20th day of the succeeding month.

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

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

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

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

SECTION 15. Effective as of the date of this Agreement the Employers will contribute to the International Training Institute for the Sheet Metal and Air Conditioning Industry (ITI) twelve cents (\$0.12) per hour for each hour worked by each employee of the Employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the ITI, or for purposes of collection and transmittal through SMART Local 218.

Effective as of the date of this Agreement the Employers will contribute to the National Energy Management Institute Committee (NEMIC), a jointly administered trust fund, three cents (\$0.03) per hour for each hour worked by each employee of the Employer covered by this Agreement. 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 NEMIC, or for the purposes of collection and transmittal through SMART Local 218.

Effective as of the date of this Agreement the Employers will contribute to the Sheet Metal Occupational Health Institute Trust (Institute) two cents (\$0.02) per hour for each hour worked by each employee of the Employer covered by this Agreement until the Institute Trustees determine that the Trust is financially self-sufficient. 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 Institute, or for purposes of collection and transmittal through SMART Local 218.

The parties agree to be bound by the separate Agreements and Declarations of Trusts establishing the International Training Institute for the Sheet Metal and Air Conditioning Industry, the National Energy Management Institute Committee, the Sheet Metal Occupational Health Institute Trust, and the Industry Fund of the United States and the separate agreements and declarations of trusts of all other local or national programs to which it has been agreed that contributions will be made. In addition, the parties agree to be bound by any amendments to said trust agreements as may be made from time to time and hereby designate as their representatives on the Board of Trustees such trustees as are named together with any successors who may be appointed pursuant to said agreements.

The parties authorize the trustees of all national funds to cooperatively establish uniform collection procedures to provide for efficient and effective operation of the various national trusts.

SECTION 16. In the event that the Employer becomes delinquent in making contributions to any national or local Fund, the Union may withdraw all employees from the service of the Employer within seven (7) days notice of such delinquency by the trustees. The withdrawal of such employees from the service of the Employer shall not constitute a violation of any provision of this Agreement.

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

(b). When an Employer is performing any work specified in Article I of this Agreement outside of the area covered by this Agreement, and within the area covered by another Agreement with a local union affiliated with the International Association of Sheet Metal, Air, Rail, and Transportation Workers, the Employer shall comply with uniformly applied bonding requirements of that local area that are reasonable and necessary to ensure the timely payment of any contribution that may be required to local and national Funds, but in no event shall such bonds be in excess of three (3) months estimated contributions to local and national Funds.

(c). An Employer that has been delinquent in making contributions to any national or local fund shall, upon written notification of the trustees or local union, make the specified payment to such fund at weekly intervals. Such obligation shall continue until the Employer has not been delinquent in making contributions for a period of six (6) consecutive months.

SECTION 18. The Employer and the Union recognize that, during the term of this Agreement, the Sheet Metal Workers' National Pension Fund (NPF) will notify the parties of the Fund's status under the Pension Protection Act of 2006. It is anticipated that the Fund will be in critical status. Consequently, the Employer and the Union further recognize that a surcharge may be imposed upon contributions to the Fund, and that the Fund may adopt a rehabilitation plan, incorporating alternative schedules of benefits and contributions, during the term of this Agreement.

The parties agree that a schedule described above will be deemed to be adopted automatically if, in accordance with this agreement, the Union allocates or reallocates a portion of the wage and fringe-benefit package, or where the agreement provides for an automatic allocation or reallocation of the wage and fringe-benefit package, that is sufficient to cover fully any increases in contribution rates to the NPF under that schedule.

It is undesirable to pay a surcharge upon pension contributions, with no resulting improvement in pension benefits. Accordingly, in the absence of a reallocation as provided above, at such time as the Trustees of the Fund furnish the Employer and the Union with alternative schedules as provided above, either party may re-open this Agreement upon thirty days written notice to the other, for the purpose of reaching agreement upon the adoption of one of those schedules. During the negotiations, the parties shall give due recognition to the desirability of maintaining pension benefits in light of economic conditions in the local area.

The parties agree further that the schedule described above will become part of this agreement, and will be incorporated by reference herein, on the date the schedule is adopted or is deemed to have been adopted automatically in accordance with the terms above. The parties will not take any action or actions inconsistent with the NPF's Rehabilitation Plan or Funding Improvement Plan of which the schedule is a part, as modified or amended from time-to-time.

ARTICLE IX

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

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

ARTICLE X

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

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

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

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

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

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

days following receipt of such appeal, unless such time is extended by mutual agreement of the Panel members. Except in case of deadlock, the decision of the Panel shall be final and binding.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XI

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

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

(a). The parties will review the needs for specialized and skill-upgrade training and cooperate to establish necessary programs which will then be supervised by the Joint Apprenticeship Training Committee.

SECTION 3. It is the understanding of the parties to this Agreement that the funds contributed by signatory Employers to the International Training Institute and any Local Joint Apprenticeship and Training Fund (Local JATC) will not be used to train apprentices or journeymen who will be employed by employers in the Sheet Metal Industry not signatory to a collective bargaining agreement providing for

contributions to the International Training Institute and a Local JATC. Therefore, the trustees of the International Training Institute and Local JATC shall adopt and implement a Scholarship Loan Agreement Program which will require apprentices and journeymen employed by signatory Employers to repay the cost of training either by service following training within the union sector of the industry or by actual repayment of the cost of training if the individual goes to work for a non-signatory Employer in the Sheet Metal Industry. The cost of training shall include the reasonable value of all International Training Institute and Local JATC materials, facilities and personnel utilized in training. If a Local JATC does not implement the Scholarship Loan Agreement, the Local JATC shall be prohibited from utilizing International Training Institute materials and programs.

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

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

SECTION 6. A graduated wage scale similar to that shown below, based on the journeyman wage rate, shall be established for apprentices. The scale may vary based on local market conditions and recruiting requirements. ***See Addendum #7, Article XI, Section 6, Page 28**

First year —First half -40%-Second half -45%	Third year —First half- 60%-Second half -65%
Second year—First half -50%-Second half -55%	Fourth year —First half -70%-Second half -75%
	Fifth year (where applicable)— First half-80%
	Second half-85%

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

SECTION 7. The parties will establish on a local basis the SMWIA Youth-to-Youth program (the program) and the procedures to enable all apprentices to participate in the program. The activities of the program that deal with organizing and other traditional union activities shall be funded by the Local Union through a check off in compliance with the provisions of Section 302(c) of the Labor-Management Relations Act of 1947. Activities that may be funded by Employer contributions shall be so funded if, and to the extent, the parties shall agree locally to sponsor and implement the same.

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

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

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

ARTICLE XII

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

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

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

The wage scale for preapprentices shall be a minimum of thirty percent (30%) of the wage rate for journeymen sheet metal workers. Health and welfare coverage shall be arranged on behalf of the preapprentices by the parties.

Pension contributions will be paid on all hours worked beginning with the first payroll period after 90 days in the amount of five percent (5%) of the journeyman pension fund contribution, to the next whole cent, or a minimum of twelve cents (\$0.12) per hour, whichever is greater, for each hour worked on or after the effective date of this agreement. The parties shall make all necessary arrangements so that any preapprentice being reclassified shall experience no break in benefits coverage.

ARTICLE XIII

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

- A. one (1) classified worker for any Employer who employs an apprentice;
- B. two (2) classified workers for any Employer who employs at least three (3) apprentices;
- C. thereafter, the ratio will be one (1) classified worker for each additional three (3) apprentices employed.

Classified workers may perform any work covered by Article I of which they are capable and will work under the general direction of a journeyman. The wage rate for classified workers will be not less than forty percent (40%) of the journeyman wage rate. They shall be covered by the local health and welfare plan. Pension contributions shall be the same percentage as their wage rate.

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.

ARTICLE XIV

SECTION 1. SMACNA and the SMART are committed to promoting productive and cooperative labor-management relations. In furtherance of this goal, the local Employers' association and local Union agree to establish a labor-management committee which shall meet on a regular basis, but not less often than quarterly, to discuss industry issues of mutual concern. Such committees will strive to improve communications, understand and respond to industry direction and trends, and resolve common issues collaboratively.

ARTICLE XV

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

ARTICLE XVI

SECTION 1. This Agreement and Addenda Numbers 1 through 11 attached hereto shall become effective on the 1st day of June, 2013 and remain in full force and effect until the 31st day of May, 2015 and shall continue in force from year to year thereafter unless written notice of reopening is given not less than ninety (90) days prior to the expiration date. In the event such notice of reopening is served, this Agreement shall continue in force and effect until conferences relating thereto have been terminated by either party by written notice, provided, however, that, if this Agreement contains Article X, Section 8, it shall continue in full force and effect until modified by order of the National Joint Adjustment Board or until the procedures under Article X, Section 8 have been otherwise completed.

SECTION 2. If, pursuant to federal or state law, any provision of this Agreement shall be found by a court of competent jurisdiction to be void or unenforceable, all of the other provisions of this Agreement shall remain in full force and effect. The parties agree to meet and negotiate a substitute provision. If negotiations are unsuccessful, the issue may be submitted for resolution by either party pursuant to Article X, Section 8 of this Agreement.

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

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

SECTION 5. By execution of this Agreement the Employer authorizes Decatur Sheet Metal Contractor's Association to act as its collective bargaining representative for all matters relating to this Agreement. The parties agree that the Employer will hereafter be a member of the multi-employer

bargaining unit represented by said Association unless this authorization is withdrawn by written notice to the Association and the Union at least one hundred and fifty (150) days prior to the then current expiration date of this Agreement.

Decatur Contract 6/1/13 Addendum's 1 through 11
ADDENDUM #1

SECTION 1. RELATING TO CONTRACTORS: Whereas the parties hereto are desirous of making an explanatory addition to the principal contract and following addenda thereto:

Now, therefore they do agree that whenever the term "Contractor" or "Employer" is used in the principal contract and/or addenda thereto, it shall not include an individual or company which:

- A. Has no regular place of business;
- B. Does not fabricate sheet metal work;
- C. Does not have the machinery, tools, or equipment to fabricate or install sheet metal work;
- D. Does not regularly employ sheet metal craftsmen;
- E. Is not qualified to supervise sheet metal installations or who lacks any substantial number of the above qualities or qualifications;
- F. If no signatory contractor will bid or secure the sheet metal work, the Business Manager and /or the Business Agent of Local #218D will do whatever he feels is necessary to secure all work of the Sheet Metal Worker's covered under ARTICLE I, SECTION 1 of the Standard Form of Union Agreement.

SECTION 2. Before work begins on any construction project or job, the parties shall hold a pre-job conference at which representatives of any other company, corporation, partnership, individual owner, or general contractor having an actual or prospective contract with either of the parties shall be present, the purpose of said conference being:

To assure that all work performed by the employees at the construction site or in the shop shall be done under the terms and conditions of the principal agreement;

- A. That all work within the general field of the sheet metal and ventilation industry at the job site or in the shop shall be performed by employees whose wages and working conditions at least meet the terms of the principal contract; and to assure, insofar as possible, that the work of the Employer under this contract shall not be interrupted because of any labor disputes.
- B. Stewards in shops and on jobs shall be appointed by the Local Union.
- C. The steward shall be one (1) steward for the first 100 men and an assistant steward shall be appointed after 100 men. The steward shall receive the equivalent of superintendent's pay after the first 75 men and the assistant steward shall receive the equivalent of foreman's pay. In computing the ratio, each individual job site shall reflect this ratio. Shop not on the job site shall be computed separately.
- D. Each employer shall provide the union with job and jurisdictional information.

E. Requirement that the Union Label be installed on the work we fabricate and install.

A successful and complete conference shall be a prerequisite to the undertaking of construction by either party.

SECTION 3. MOST FAVORED NATIONS CLAUSE. If more favorable conditions are granted by Local Union #218 to any other Employer in the Jurisdictional area of this contract, all Employers will have the right to adopt the same as an amendment to this agreement effective at once.

SECTION 4. The Contractors Association and Local Union #218 hereby agree that, the operation of all company owned or leased equipment and/or machines, of every kind and description pertaining to the fabrication and installation of all sheet metal work, including but not limited to, welding machines, shall be the work of the employees covered by this contract. It is also agreed, that any and all work performed in the shop and/or on the job site by signatory Employer shall be the work of the employees covered by this contract, including but not limited to the transportation of all materials and/or equipment, with exception of special hauling requirements.

SECTION 5. All new contractors and those in business less than two (2) years shall post a bond in an amount \$6,000 per employed member not to exceed fifty thousand dollars (\$50,000.00) to cover wages and fringe benefits. When the Contractor is bonded, faithfully transmits the fringes for a two (2) year period, no further bond shall be required. Any contractor, who shall issue a NSF (Not Sufficient Fund) check or fails to transmit the fringes as required by this agreement, shall post a bond as above required for a twenty-four (24) month period.

No employee shall work in a shop or on a job site when his employer is thirty (30) days late in transmission of his fringes or any other monies, including penalties.

The employees shall report immediately to the Union the issuance of any NSF (Not Sufficient Fund) payroll checks and shall be removed from any shop or job site. The employee shall receive full pay for all time loss from work until such time as all checks are made good. If NSF (Not Sufficient Fund) checks are issued on a second occasion, the Employer, for a period of twelve (12) months, will be required to pay by certified check.

The Employer's liability for payment hereunder shall not be subject to the grievance or arbitration procedure provided under the Collective Bargaining Agreement. The Union Office shall forward within ten calendar days upon request a current listing of all employers that are signatory to the contract for a period of less than two (2) years. Any new signatory contractor shall be added immediately to the list, and the updated list shall be forwarded to the Decatur Sheet Metal Workers Contractors Association within fifteen (15) calendar days after adding any new contractor.

The Union Office shall forward within ten (10) calendar days upon request evidence of a Fifty Thousand Dollar (\$50,000.00) bond being posted for any contractor signatory for less than two (2) years.

SECTION 6. The contractor shall carry Workmen's Compensation and Unemployment Compensation on all employees covered by this Agreement. Unemployment compensation number shall be furnished to the Union.

SECTION 7. When an employee has an injury of a serious nature which requires medical attention he shall be accompanied by a steward or another employee to the hospital or doctor and neither shall suffer

loss in pay for same. An employee can go to a doctor of his/her choice, but it does not relieve him/her of going to the company doctor. This shall not prevent management personnel, in lieu of the steward or other employee, if readily available, to accompany injured employee. On repeated visits, within reason, to same before released the injured employee shall suffer no loss of pay. The injured employee shall receive a copy of the accident report. The accident report shall be signed by the responsible person, who accepted the accident report.

SECTION 8. INTEGRITY CLAUSE: We the undersigned have read and discussed with Local 218D the above clause. By signing this document we are in agreement and submit to this article being added to the working addendum and contract entered into between Sheet Metal Contractors Association or individual contractors (see page 60).

SECTION 9. DRUG AND ALCOHOL ABUSE PROGRAM: SMART Local 218D, realizing that on occasion incidents do arise in the course of employment concerning the use of Drugs or Alcohol, mutually agree to a Drug and Alcohol Abuse program as set forth in separate document. A new Alcohol and Drug Program will be negotiated by January 1, 2007. It will be brought back to the membership for approval.

ADDENDUM #2 ARTICLE IV

SECTION 2. The Employer agrees to give the Business Manager and/or Business Agent at least forty-eight (48) hours (2 working days) advance notice when additional journeymen sheet metal workers are requested. The contractor will give the Union Office at least twenty-four (24) hours advance notice of the termination of men so that they may be reassigned with a minimum of lost time. All employees shall be notified two (2) hours prior to end of shift on the day they are to be terminated. If a contractor desires to terminate employee before end of shift, employee is to receive balance of eight (8) hour pay as severance. Severance pay begins at the time employee leaves the shop and/or job site. Failure to comply with the two (2) hour notification may result in an additional one (1) day pay.

All men should give the Contractor advance notice of time off when practical.

SECTION 3. If the Union is unable to refer qualified journeyman applicants for employment to the Employer within forty-eight (48) hours (2 working days) from the time of receiving the Employers request the Employer shall be free to secure "Applicant Temporary Employees" to meet his immediate need for work accomplishment. (This section does not apply to Classified Workers or Industrial Workers.)

A qualified applicant shall be an individual who is:

- A. A member of the International Association of Sheet Metal, Air, Rail, and Transportation Workers, or;
- B. Is an individual who can pass the test used to qualify sheet metal worker apprentices as they proceed from phase to phase of their apprentice training.

SECTION 4. REFERRAL PROCEDURES: In the interest of maintaining an efficient system of production in the industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interest of the employees in their employment status within the area, and of eliminating discrimination in the employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

SECTION 5. REFERRAL OF APPLICANTS FOR EMPLOYMENT:

- A. The Union shall be the sole and exclusive source of the Employers for referrals of applicants for Employment notwithstanding the provisions of ARTICLE IV and ARTICLE V of the Standard Form of Agreement.
- B. The Employer shall have the right to reject any applicant for employment. The Employer shall give the Business Manager or Business Agent a written explanation for rejection of an applicant.
- C. The Union shall select and refer applicants for employment without discrimination against such applicant by reason of membership or non-membership in the Union, and such selection and referral shall not be affected in any way by rules, regulations, by-laws, constitutional provisions, or any other aspect or obligations of the Union membership policies or requirements. All such selection and referral shall be in accordance with the procedure set forth herein.

SECTION 6. OUT OF WORK LIST: The Union shall maintain an "Out of Work List," which shall list the applicants who are unemployed in the chronological order of the date they register their availability for employment, subject to the following:

- A. An applicant who is referred to an Employer, and who, through no fault of his own, receives less than eighty (80) hours work, shall be restored to the position on the "Out of Work List" to which he would be entitled had he not been referred.
- B. Any applicant for employment who refuses three (3) offers of work in the jurisdiction of Local #218 will be placed at the bottom of the "Out of Work List."

SECTION 7. METHOD OF REFERRAL OF APPLICANTS: The employer shall advise the Business Manager or Business Agent of the number of applicants required. The applicants will be taken from the top of the "Out of Work List" with the following exceptions:

- A. The employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager or Business Agent shall refer the first applicant on the list possessing such skills and abilities without regard to the applicants place on the "Out of Work List."
- B. When a journeyman has been employed for a period of more than six (6) months thereafter the journeyman may be referred to the Employer by the Business Manager or Business Agent if requested by the Employer within a period of one (1) year from last employment, without regard to the journeyman's place on the "Out of Work List."
- C. After a waiting period of fourteen (14) calendar days, with a card signed by the Business Manager or Business Agent, a journeyman shall be permitted to solicit a job. After acceptance of employment the Employer shall sign the card and the journeyman shall be responsible for returning the card to the Business Manager or Business Agent. This card shall be dated and shall expire in thirty (30) days.

SECTION 8. HOLD HARMLESS: The Union agrees to indemnify and save harmless the Employer from any damages of any kind or nature whatsoever that the Employer shall be obligated to pay to a registrant in the management and operation of such hiring procedures, as outlined above.

ADDENDUM #3
ARTICLE VI

SECTION 1. The regular working day shall consist of any consecutive eight (8) hour period between the hours of 6:00 a.m. to 4:30 p.m. Monday through Friday. If an employee covered through this agreement starts to work at the beginning of their regular shift, they shall receive 4 hours pay minimum. If an employee starts after the lunch break, they shall receive a minimum of eight (8) hours pay. Acts of God or situations beyond the employers control shall exempt this section.

SECTION 1A. OVERTIME: The first two (2) hours of overtime worked per day, Monday through Friday will be paid at time and a half (1 ½). The first eight (8) hours of overtime on Saturday will be at time and a half (1 ½) times the hourly rate, all other overtime will be at double time. All overtime work must be by mutual consent between the employer and the Local Union.

All service work that exceeds 8 hours Monday thru Saturday will be at the time and a half (1 ½) rate, whether or not this work is performed by a service tech or a building trades journeymen.

SECTION 2. Recognized holidays shall be observed according to federal law. If a member of Local #218 chooses to recognize Veteran's Day on the traditional date, the member will not be penalized in any way. If a holiday falls on a Saturday observe it on Friday. If a holiday falls on a Sunday observe it on a Monday. Agreement excludes service work. The Union will sign a Resolution 78 form regarding holiday work in plants when the non-union is bidding against us.

SECTION 4. SHIFTWORK: Shift work may be performed at the option of the employer, but when performed it must continue for a period of not less than two (2) consecutive work days. The first or day shift shall work a regular eight (8) hour shift. If two shifts are worked, the second shift shall be seven and one-half (7 ½) hours for which each employee shall receive pay for eight (8) hours, plus a 10% shift premium. Work in excess of seven and one-half hours shall be paid at overtime rates, including the shift premium rate. If three shifts are worked, the third shift shall be seven (7) hours for which each employee shall receive eight (8) hours pay, plus a 15% shift premium. Work in excess of seven (7) hours shall be paid at the overtime rates, including the shift premium. The employer and the Union shall establish mutually acceptable hours considering among other things, the schedule of shift work of the related crafts in the local Building Trades area in which the job is located. A lunch period of thirty (30) minutes shall be allowed on each shift.

Overtime rates will be applied for one to two day emergency work required by the customer that needs to be completed in off-hours (i.e. 2nd or 3rd shift). If a project arises that has 3 or more days of work that is required, and no first shift is worked, the applicable shift requirements will be paid.

SECTION 5. FLEXIBLE WORK WEEK: this clause pertains to service work only. Employee may commence work at 7:00 a.m. for an eight (8) hour shift or as late as 10:30 a.m. for an eight (8) hour shift. The employees shall be entitled to overtime at the rate as covered by ADDENDUM 3, ARTICLE VI, Section 1A if he should exceed eight (8) hours in one shift. This clause shall be used only by mutual agreement of the employee and employer and with prior approval of the Union.

**ADDENDUM #4
ARTICLE VII**

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

SECTION 2. When employed outside Macon, Christian or Dewitt counties, the employer shall provide transportation and pay travel pay at the straight time rate for one (1) way from the shop to the jobsite. The employee is to return from the jobsite on his own time.

SECTION 3. In the event the contractor does not supply transportation as stated in Section 2 above, the employee will receive fifty –five cents (\$0.55) per mile in addition to the travel pay as stated above in Section 2.

SECTION 4. There shall be no hauling of material of any kind by an employee in his or her personal vehicle.

SECTION 5. In instances where the employees are required to stay overnight, the contractor will provide separate hotel accommodations for each employee that will be mutually agreed upon by the employer, employee, and the local Union. In addition to the hotel accommodations being provided, each employee will receive thirty-six dollars (\$36.00) per diem, paid in advance, to provide for his meals and telephone calls. The contractors will pre-arrange for the hotel room or they will reimburse the member a maximum of \$60 per day for the hotel room, when receipts are provided.

**ADDENDUM #5
ARTICLE VIII**

SECTION 1A. HIGH PAY: High Pay shall be paid only when working on a swinging stage, Boatswain Chair, or any suspended platform or equipment.

- A. All work from base to 50 foot shall be \$0.50 above the base rate.
- B. All work over 50 foot shall be at \$1.00 above the base rate.

SECTION 1B. FIELD WELDERS: Field Welders whose prime function is to weld, shall receive an additional \$0.50 per hour. Field welders must have a helper (journeyman or Apprentice) at all times when welding above floor level on ladders, Scaffold, high jack, or platform. The primary reason for this clause is safety.

SECTION 1C. FIELD SUPERVISION: The employer recognizes shop and job site foreman on the following schedule for each hour worked:

- A. Lead Man Rate-----\$2.00
- B. Foreman Rate-----\$2.75
- C. General Forman Rate----- \$3.25
- D. Superintendent Rate-----\$3.75

FOREMAN RATIO: The Foreman ratio shall be 1 in four. (Every 4th man) For every three foreman, total of twelve men on the job, there shall be an area (General) foreman appointed.

Lead Man: The lead Man Rate will be paid to any employee who is put in a Lead Man position on a 2-3man crew. The lead man shall have the same job responsibilities as a foreman, with the only difference being that the lead man is managing a smaller crew size.

SECTION 1D. One of the first two men hired through the hall by an out of town contractor shall receive the foreman rate once the crew size reaches a total of four men.

SECTION 1E. The designation of any journeyman as a foreman shall be the decision of the employer.

SECTION 1F. A job foreman shall be a member of SMART Local Union #218.

SECTION 1G. A job foreman is a working foreman.

Section 1H. A lead man or foreman shall be responsible for the competent and efficient accomplishment of the work assigned to him or his crew. He/she shall see that work is stopped and started at the prescribed time.

Section 1I. The lead man or foreman on a project shall be responsible for coordination with other crafts on the project, measuring and layout of ductwork and equipment. The lead man or foreman shall keep all records and prepare all reports required by the employer and shall be responsible for the preparation of material, equipment, and tool lists required to maintain efficient, continuous work accomplishment by his/her crew.

SECTION 1J. Every effort shall be made for all job related instructions to be handed down through the proper chain of command starting with the highest classification down through the apprentice, except where safety issues need to be addressed.

SECTION 8. FRINGE BENEFITS:

- A. The Employer agrees that after taxes to withhold five (\$0.05) cents per hour worked by each employee and forward same to the P.A.L. Fund. It is understood that this is a deduction from the base rate.
- B. The Employer agrees that after taxes to withhold ninety (\$0.90) cents per hour worked by each employee and forward same to the 218D Equality Fund. It is understood that this is a deduction from the base rate.
- C. The Employer agrees that after taxes to withhold the ratified rate per hour worked by each employee and forward same to the Youth to Youth/Organizational Fund.
- D. All fringe benefits shall be paid on all hours worked. Each employer working under this agreement agrees to abide by the terms of the respective trust funds as outlined on the enclosed wage and fringe benefit sheets included in the Addendum. First year apprentices shall be paid at the starting rate of 50% of the journeyman base rate for their first year. First year apprentices shall be paid full health and welfare benefits and their respective percentage of the National Pension Fund and Local Pension Fund. Contributions to the International Training Institute and the local apprenticeship fund will also be paid on first year apprentices when they start work.

SECTION 9. PAYDAY AND HOLD BACK: The regular pay day shall be once a week on Friday, except when pay day is a holiday, then the last day before the holiday shall be pay day.

Wages shall be payable before quitting time and are to be paid in cash or other legal tender. The weekly payroll shall end no earlier than the third day prior to pay day. Accompanying each payment of wages shall be a separate statement identifying the employer, showing the total earnings, the amount and purpose of each deduction, number of hours and net earnings.

If no work on pay day, the pay checks shall be available at the job site no later than one (1) hour from starting time at the customary place.

When an employee is laid off or discharged, his/her pay continues until he/she is paid in full in cash or other legal tender. When an employee quits of his/her own accord, he/she shall wait for the regular pay day for his/her wages.

If the employee is made to wait beyond that time for his/her money, he/she shall be paid regular rate of wages for all the time he/she is made to wait.

SECTION 10. FILING DATE FOR REPORTS AND PAYMENTS: The payments and reports of the following local funds shall be sent to Local Union #218 on or before the fifteenth (15th) of each month following the calendar months in which the hours were worked.

- A. **Apprentice Training Contribution:** The employer shall pay the amount per hour as per the attached wage and fringe benefits detail sheet for each hour worked by all employees of the employer covered by this agreement to the Sheet Metal Workers' Local #218D Joint Fund for the Training of Apprentice and Journeymen.

The employer agrees to adopt the Agreement and Declaration of Trust of the Sheet Metal Workers' Local #218D Joint Fund for the Training of Apprentice and Journeymen as presently constituted and as the same may be amended from time to time, to be bound by all Rules and Regulations of the Fund as adopted by the Trustees, as presently existing and as the same may be amended from time to time.

- B. **Local Industry Fund:** The employer shall pay the amount per hour as per attached wage and fringe benefits detail sheet for each hour worked by all employees of the employer covered by this agreement to the Industry Fund of the Decatur Contractors Association.

The employer agrees to adopt the Agreement and Declaration of Trust of the Industry Fund of the Decatur Sheet Metal Contractors Association as presently constituted and as the same may be amended from time to time, to be bound by all Rules and Regulations of the Fund as adopted by the Trustees, as presently existing and as the same may be amended from time to time.

- C. **National Industry Fund:** The employer shall pay and transmit the amount per hour as per attached wage and fringe benefits detail sheet to the Sheet Metal and Air Conditioning Contractors "National Industry Fund of the United States" in accordance with Section 12 of the SFUA.

The employer agrees to adopt the Agreement and Declaration of Trust of the Sheet Metal and Air Conditioning Contractors "National Industry Fund of the United States" as presently constituted and as the same may be amended from time to time, to be bound by all Rules and Regulations of the Fund as adopted by the Trustees, as presently existing and as the same may be amended from time to time.

D. **International Training Institute:** The employer shall pay and transmit the amount per hour as per attached wage and fringe benefits detail sheet to the "International Training Institute" for the Sheet Metal and Air Conditioning Industry in accordance with Section 14 of the SFUA.

The employer agrees to adopt the Agreement and Declaration of Trust of the "International Training Institute" for the Sheet Metal and Air Conditioning Industry as presently constituted and as the same may be amended from time to time, to be bound by all Rules and Regulations of the Fund as adopted by the Trustees, as presently existing and as the same may be amended from time to time.

SECTION 15. Local Pension: The employer shall pay and transmit the amount per hour as per attached wage and fringe benefits detail sheet to the Sheet Metal Workers Local #218D Pension Trust Fund. The payment shall be sent to SMART Local #218 on or before the fifteenth (15th) of each month following the calendar month in which the hours were worked.

The employer agrees to adopt the Agreement and Declaration of Trust of the Sheet Metal Workers Local #218D Pension Trust Fund as presently constituted and as the same may be amended from time to time, to be bound by all Rules and Regulations of the Fund as adopted by the Trustees, as presently existing and as the same may be amended from time to time.

SECTION 16. National Pension Fund: The employer shall pay and transmit the amount per hour as per attached wage and fringe benefits detail sheet to the Sheet Metal Workers National Pension Fund. The payment shall be sent to SMW National Pension Fund, P.O. Box 79321, Baltimore, MD 21279-0321 on or before the fifteenth (15th) of each month following the calendar month in which the hours were worked.

The employer agrees to adopt the Agreement and Declaration of Trust of the Sheet Metal Workers National Pension Fund as presently constituted and as the same may be amended from time to time, to be bound by all Rules and Regulations of the Fund as adopted by the Trustees, as presently existing and as the same may be amended from time to time.

SECTION 17. Health and Welfare: The employer shall pay and transmit the amount per hour as per attached wage and fringe benefits detail sheet to the Sheet Metal Workers Local #218 Health and Welfare Fund. The payment and report shall be sent to SMW Local #218 on or before the fifteenth (15th) of each month following the calendar month in which the hours were worked.

The employer agrees to adopt the Agreement and Declaration of Trust of the Sheet Metal Workers Local #218 Health and Welfare Fund as presently constituted and as the same may be amended from time to time, to be bound by all Rules and Regulations of the Fund as adopted by the Trustees, as presently existing and as the same may be amended from time to time.

SECTION 18. SASMI:

1. Commencing June 1, 2013, the Employer shall make contributions in the amount of \$1.52 per hour paid (excluding Holiday, Vacation and Sick hours unless contractually required to be paid), for each employee covered by this Agreement to the National Stabilization Agreement of the Sheet Metal Industry Trust Fund (SASMI). This cents per hour paid contribution amount shall be, and shall remain, at all times, equal to the sum of: (a) three percent (3%) of the amount of wages due at the gross contractual hourly wage rate for the classification plus (b) three percent (3%) of any and all contributions payable by an employer to the following fringe benefit plans or programs; pension, annuity, 401k and retirement plans of any kind, and health and welfare benefit plans. This cent per hour paid contribution rate shall

automatically change to reflect any and all changes that may occur in the contractual wage rates and fringe benefit plans and programs during the term of this Agreement.

2. The Employer hereby irrevocably designates as its representatives on the Board of Trustees such Trustees as are now serving, or will in the future serve, as Employer Trustees, together with their successors. The Employer further agrees to be bound by all actions taken by the Trustees pursuant to the Agreement and Declaration of Trust of the National Stabilization Agreement of the Sheet Metal Industry Trust Fund, as amended from time to time, and further agrees to be bound by all lawfully adopted Plan documents, policies and rules and regulations approved by the Board of Trustees.

3. All contributions shall be made to SASMI or its designated collection agent at such time and in such manner as the Trustees require and the Trustees may at any time conduct an audit in accordance with provisions set forth in the Agreement and Declaration of Trust and SASMI policies and rules. A failure by the Employer to make contributions to SASMI in a timely manner shall subject the Employer to any and all remedies that SASMI may have available to it by contract or by law, including remedies set forth in the approved delinquency and collection policy adopted by the Board of Trustees, as amended from time to time.

The payment shall be sent to SMW National Benefits Fund, P.O. Box 79321, Baltimore, MD 21279-0321 on or before the fifteenth (15th) of each month following the calendar month in which the hours were worked.

SECTION 19. Penalty:

- A. If the employer fails to pay fringe benefit contributions on time to any of the following funds: Health & Welfare, Savings, Pension, and any other plans, trusts and funds provided for in this agreement, the employees shall receive full pay for time lost from work while the work stoppage continues. No work stoppage shall be called because of a delinquency in contributions until seventy-two (72) hours after written notice of the claimed delinquency has been mailed by the Union to the employer at his usual place of business. If the employer provided the Union with satisfactory evidence of payment, the work stoppage shall not take place.
- B. No employee has any obligation to work while his wages are delinquent and a work stoppage may be called for wage delinquency at any time. The employee must remain on the job or in the shop to collect wages for non-payment of benefits.
- C. In the event the employer delinquency in payment of wages or fringe benefit contributions, the provisions of the no strike clause in this agreement shall be waived. The rights granted to the employees and the union, in the event of such delinquency, are in addition to any other remedies available under this agreement or any trust agreement intended to require prompt payment of fringe benefit contributions by the employer.
- D. Non-payment by an employer of any contributions when due, shall not relieve any other employer of his or its obligations to make payments.

Late Payments: Payments to the above-stated Funds shall be made by the Employer on or before the fifteenth (15th) of each month following the calendar month in which the hours were worked. Late payments may result in the assessment of liquidated damages by each respective Fund in accordance with its Rules and Regulations.

Collection: Payments to the above-stated Funds shall be made by the Employer on or before the fifteenth (15th) of each month following the calendar month in which the hours were worked or otherwise in accordance with the rules and procedures adopted by the respective Fund. All contributions shall be made at such time and in such manner, as the respective Funds require. The Funds shall have the authority to have an accountant audit the records of the Employer at the Employer's cost, as set forth in the Trust Agreements, upon reasonable notice, for the purpose of determining the accuracy of the Employer's contributions to the Funds. If an Employer fails to make contributions as prescribed herein, the Union and/or the Trustees shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provision hereof to the contrary notwithstanding, and the Employer shall be liable for liquidated damages and all costs for collection of the payments due, together with reasonable attorney's fees, and other such costs or charges as may be assessed by the Trustees pursuant to the Trust Agreement and applicable law.

SECTION 20. On or before the 15th day of each month, each signatory employer shall submit one (1) remittance check made payable to "Sheet Metal Workers Local #218 Fringe Benefit Distribution Account", accompanied by a completed fringe benefit report. The remittance check and three (3) copies of the report shall be mailed and/or delivered to:

Sheet Metal Workers Local #218 Fringe Benefit Distribution Account
c/o Sheet Metal Workers Local #218
2855 Via Verde
Springfield, IL 62703

The union shall act only in the capacity of/as a transmittal agent for the sole purpose of processing monthly fringe benefit contributions as dictated and acting in compliance with Labor Department Section 302.

Upon receipt of the remittance check and report, the union shall verify the math accuracy based upon the hours reported by the employer for each employee and the current contribution rate. Should error(s) be discovered, the union shall notify the employer of any discrepancies found.

The Union shall deposit an employer's remittance check in an account bearing the of "Sheet Metal Workers Local #218 Fringe Benefit Distribution Account". The employer's remittance check shall not be cashed, voided or deposited in any manner except being deposited into the said account above.

On or before the 25th day of each month, the union staff shall prepare checks and/or wire transfer and/or ACH transfer made payable to each fringe benefit fund, in the amount(s) dictated by the total of all fringe benefit reports received and processed.

On or before the 25th day of each month, each fringe benefit check and/or wire transfer and/or ACH transfer made payable to each fringe benefit fund shall be co-signed jointly by one (1) designated representative by the union and one (1) designated representative by the contractor's association.

On or before the 25th day of each month, after each check and/or wire transfer and/or ACH transfer payable to the individual fringe benefit funds has been co-signed jointly, each check and/or wire transfer and/or ACH transfer shall be forwarded directly to each fringe benefit fund administrative office accompanied by a copy of each employer's fringe benefit fund monthly report. A copy summarizing all employer's reports and monies shall not be allowed without being accompanied by individual employer's reports.

The "Sheet Metal Workers Local #218 Fringe Distribution Account" shall be established for the sole purpose of depositing monthly fringe benefit monies from all signatory employers and forwarding monies to each individual fringe benefit fund. No other transactions shall be allowed with regards to this checking account other than specified above.

A fidelity bond shall be secured for all individuals receiving checks, depositing checks and disbursing monies. Any cost for said bond shall be paid by the appropriate trust fund. All bank fees shall be paid by the contractors association.

Funds deposited into the "Sheet metal Workers Local #218 Fringe Distribution Account" shall not be commingled with any other monies, any other trade unions fringe benefit funds monies, union activities monies, and contractor activities monies. Funds deposited into this account shall not be utilized as collateral, guarantee or similar, for any employer and/or union activities, business and/or personal transactions.

**ADDENDUM #6
ARTICLE IX**

SECTION 1. Any employee's personal tools, safely put away and secured under lock and key, that are stolen, will be replaced by the employer under the following conditions:

- A. Forced entry
- B. Police or plant security report
- C. Full replacement of tools if lost or stolen on the jobsite.

SECTION 2. REQUIRED HANDTOOL LIST:

Sheet Metal Hammers 18 oz.	Hand Crimpers
Screw Driver assortment	Hack Saw Frame (no blades)
Steel Tape (up to 50 ft.)	Duct Pullers
Scratch Awl	Crescent Wrenches (8 or 10 inch)
Straight and Bull Snips	Aviation Snips (right & left)
Chisels	Drift Pins
Small Crowbar	Plumb Bob
Jr. Whitney Punch	Hand Tongs
Six or 8 foot Rule	Vice Grips (assorted)
Ratchets 8" long 3/8" drive	Level (up to 18")
Sockets, Max. 3/4 inch.	

Shop layout personnel are to provide necessary development tools that would fit in their tool box of no more than 22 inches long and 12 inches wide.

SECTION 3. SAFETY EQUIPMENT: Hard hats, safety glasses (non prescription), welding hoods, and protective covering, gloves, or any other safety items needed to comply with OSHA or other standards shall be furnished by the employer. When a customer requires safety shoes to work on the customer's property, the contractor will provide protective toe caps.

SECTION 4. DRINKING WATER, TOILET FACILITY, and HEATED SHELTER: The employer shall provide suitable drinking water at all times on jobs of sufficient size and length to justify same. Suitable toilet facilities shall also be provided.

The employer shall provide a heated shelter where employees may eat their lunch, when none is available at the site.

SECTION 5. PICKET LINES: Employees covered by this agreement shall during the life thereof have the right to respect any legal picket line validly established by any bonafide labor organization.

**ADDENDUM #7
ARTICLE XI**

SECTION 5. A 4th year apprentice in their last six months of apprenticeship may work on a job without the direct supervision of a journeyman, with prior approval of the JATC.

SECTION 6. The graduated wage scale for the four year apprenticeship will be as follows:

- Entire First year 50%
- Second year – first half 55% – second half 60%
- Third year – first half 65% – second half 70%
- Fourth year – first half 75% – second half 80%

**ADDENDUM #8
ARTICLE XII**

SECTION 1. Delete use of pre-apprentice.

**ADDENDUM #9
Form D for Conversion of 8(f) to 9(a) Agreement**

SECTION 1. The Union may request recognition as the exclusive collective bargaining agent for employees in the classifications and geographic jurisdiction covered by this Agreement. Within ten (10) days following receipt of a written request from the Union, the Employer will furnish the Union with a complete list of employees who meet the NLRB's *Steiny-Daniel* formula for eligibility ("Employees") showing their job classifications, dates when they worked during the two years preceding the date of the list, and home addresses. Thereafter, the Employer will provide updated complete lists at the end of every payroll period. _____, or another person mutually acceptable to the Employer and the Union, will conduct a review of Employee's authorization cards submitted by the Union in support of its claim to represent a majority of such Employees. The Employer shall bring to the review a list of eligible Employees meeting the above requirements and current as of the date of the review. If the review establishes that a majority of such Employees has designated the Union as their exclusive collective bargaining representative, the Employer shall recognize the Union as such representative of all employees on all present and future job sites in the classifications and geographic jurisdiction covered by this Agreement. The Employer will not file a petition with the National Labor Relations Board for any election in connection with any demands for recognition provided for in this agreement or file a notice of voluntary recognition with the NLRB, so that the decision of when and whether to provide such notice is

within the sole discretion of the Union. If the Union notifies the NLRB of recognition pursuant to this Agreement, the Employer shall post the NLRB notice of recognition in accordance with the instructions from the NLRB immediately upon receipt of the notice. The Union and the Employer agree that if any other person or entity petitions the National Labor Relations Board for any election as a result of or despite recognition of the Union pursuant to this Paragraph, (a) if the NLRB notice has been posted for 45 days before the petition is filed (a condition that applies only to this subparagraph (a)), the Employer and the Union will each request that the NLRB dismiss the petition on grounds of recognition bar or, if they have agreed to a collective bargaining agreement covering Employees at the time the petition is filed, on grounds of contract bar, (b) if the petition is not dismissed, the Employer and the Union shall agree to a full consent election agreement under Section 102.62(c) of the NLRB's Rules and Regulations, and (c) the Employer and the Union shall at all times abide by the provisions of this Agreement.

Addendum #10
National Pension Fund Alternative Schedule CBA Language

This *Article/Section* relates to the Employer's obligation to contribute to the Sheet Metal Workers' National Pension Fund ("NPF" or "Fund"). The parties adopt the First Alternative Schedule in this Collective Bargaining Agreement ("Agreement"). The parties acknowledge receipt of the First Alternative Schedule, the Rehabilitation Plan and NPF Trust Document. This Agreement incorporates by reference the First Alternative Schedule, the Rehabilitation Plan, the Fund's Trust Document and Plan Document. The Employer agrees to contribute consistent with the timing and amount of the Contribution Rate increases established in this Agreement and as required under the First Alternative Schedule as amended from time-to-time. The Employer will increase its NPF Contribution Rate on or before the date, and in the amounts, required in the First Alternative Schedule.

1. For the duration of this Agreement and any renewals or extensions thereof, the Employer will contribute to the NPF the negotiated rate per this Agreement and as required by the First Alternative Schedule in effect at the time the increases are due and the Trust Document, for each hour or part of an hour for which an Employee covered by this Agreement receives the basic hourly wage rate. Contributions for those hours for which wages are paid at time and one-half or double time wage rates will be made to the Fund at one and one-half (1½), or two (2) times the hourly NPF Contribution Rate respectively, unless this Agreement does not require the contributions for any other fund to be increased at one and one-half, or two times the hourly contribution rate respectively, for such hours. The Employer shall contribute for hours for which payment is due to the employees under this Agreement such as vacation time, sickness, absences, and school, **unless** no funds for which cents-per-hour contributions are due under this Agreement require payment for hours for which a Covered Employee is paid but does not perform services.
2. Contributions shall be paid starting with the employee's first day of Covered Employment (as defined in the Plan Document).
3. All contributions shall be made at such time and in such manner, as the Trustees require. Employers shall submit a remittance report and the required contributions to the Fund Office no later than the twentieth (20th) of the month following the month when Covered Employment was performed. Employers should report and contribute via the Fund's on-line reporting and remittance system at www.smwnpf.org.
4. The Fund may audit the Employer's financial, payroll, wage, job or project records for determining the accuracy of Fund contributions and the Employer's ability to meet its contribution obligations. If the audit reveals that an Employer made inaccurate contributions or failed to pay

contributions in full, Employer agrees to pay interest, liquidated damages and fees, as the Trust Document requires. Failure to timely pay and file remittance reports constitutes a delinquency in violation of the Employer's obligation under this Agreement, the Trust Document and ERISA. The Trustees may take whatever steps they deem necessary, including legal action and termination of the Employer and/or termination of Covered Employment for service with the Employer, to collect such delinquent payments, notwithstanding any other provisions of this Collective Bargaining Agreement.

Addendum # 11

All increases in the contribution rate per hour into the fringe benefit funds as deemed necessary by the individual fringe benefit funds' trustees shall be approved by the union membership at the wage allocation meeting.

INDUSTRIAL FABRICATING AND MANUFACTURING ADDENDUM TO THE STANDARD FORM OF UNION AGREEMENT

Addendum entered into this 1st day of June, 2013 by and between Decatur Sheet Metal Contractor's Association hereinafter referred to as the Employer, and the International Association of Sheet Metal, Air, Rail, and Transportation Workers (SMART) Local #218D hereinafter referred to as the Union.

ARTICLE I – (Scope of Work)

SECTION 1. This addendum covers the rates of pay and conditions of employment of all employees of the Employer engaged in the manufacture, fabrication, assembling, handling, altering and repairing of all ferrous and non-ferrous metals, including other materials used in lieu thereof, as required for installation within the confines of an industrial, processing or manufacturing job site and defined in Section 2 of this Article.

SECTION 2. Section 1 of this Article relates to the fabrication and installation of air pollution control equipment, noise abatement materials and all other industrial work excluding air conditioning, heating, ventilating, architectural sheet metal work and such other work as may be specifically excluded from coverage under this addendum by mutual agreement of the parties.

SECTION 3. The Employer agrees that in all instances, he will attempt to secure work under this Article as the turnkey contractor to design, fabricate and install. The Employer must bid installation of all systems claimed by the International Association of Sheet Metal, Air, Rail, and Transportation Workers.

SECTION 4. The Employer must notify the Local Union of work to be performed under this Addendum, and furnish the Local with a Work to be Performed Statement.

SECTION 5. Shop Stewards shall be appointed and removed by Local Union 218-D. Stewards shall be appointed from among the Building Tradesmen employed by this Employer. No steward shall be laid-off so long as other employees are working at comparable work in the Bargaining Unit for the Employer.

ARTICLE II – (Erection or Installation of Company’s Products)

The Company agrees that it will follow the below procedure relative to the installation or erection of all products and/or equipment manufactured under this agreement for use in the building and construction industry, and coming within the trade jurisdiction of journeymen members of the International Association of Sheet Metal, Air, Rail, and Transportation Workers (SMART).

1. Whenever the Company subcontracts such products and/or equipment it agrees to subcontract same to a contractor who employs journeymen sheet metal workers for this type of work.
2. Whenever the Company erects such work itself, it shall call upon the Building and Construction Trades union affiliated with the International Association of Sheet Metal, Air, Rail, and Transportation Workers (SMART) having jurisdiction over the area in which such work is to be performed to furnish it with men at the prevailing wage and conditions of said local union. The signatory parties shall make every possible effort to arrange a mutually satisfactory job site hiring arrangement, so as to make the signatory contractor as competitive as possible on the erection phase of the work.

ARTICLE III – RATES AND CLASSIFICATION

SECTION 1. Wage rates paid to Industrial Specialty Workers’ who perform any work specified in Article I of this addendum shall be paid in accordance with Section 1-A of this Article.

Building Trades Journeyman: All supervision, pattern layout and development, including tracing, any fitting developed with or without a pattern for air pollution control systems and equipment shall be cut out by a Building Trades Journeyman and/or Apprentice, detailed drawings, blueprint, plan takeoff, set up mechanic, plus all work listed below. See Article I of Section I of the Standard Form of Union Agreement.

INDUSTRIAL WORKER SHOP OR FIELD: Work included in this classification such as tacking, welding, burning, piping, wiring, fitting, and operating of all shop equipment, and such other work as may be mutually agreed upon by the parties; also including shipping, receiving, material handling, preparation for painting, painting, wire brushing, and grinding, plus general aid to the Building Trades Journeyman. This classification of employee may be alternated between shop and field under the wage rate as in Section 1-A of this agreement.

SECTION 1-A WAGE SCALE FOR INDUSTRIAL WORKER:
WAGE STRUCTURE FOR INDUSTRIAL WORKER SHOP AND FIELD

Effective June 1, 2013

Base Rate (unskilled 1 year)	40% of the journeyman rate
Base Rate (unskilled 2 year)	50% of the journeyman rate
Base Rate (skilled minimum)	60% of the journeyman rate
National Pension	60%
Local Pension	40%, 50%, 60% depending on their progression
Health & Welfare	Full rate
NEMI	Full rate
Industrial Fund	Full rate
Apprentice Fund	Full rate
SASMI Fund	Full rate
ITI Fund	Full rate
SMOHI Fund	Full rate
National Industry Fund	Full rate

SECTION 1-B:

FIELD RATIO: It is agreed the Employers shall be allowed to employ one (1) Industrial Worker in the field, for each one (1) Building Trades Journeymen employed at a plant for the first two (2) industrial workers. After the first two industrial workers, the ratio will be three (3) journeymen to one (1) industrial worker.

SHOP RATIO: There will be a sliding ratio for the shop only for the first (3) industrial workers; it would be one (1) journeyman to one (1) industrial worker.

After the first three (3) industrial workers, it would go to a two (2) journeyman to one (1) industrial worker ratio.

After six (6) industrial workers, it would go to a three (3) journeyman to one (1) industrial worker. The shop foreman and journeymen working in the shop are used in determining sliding ratio.

SECTION 1-C: The ratios of Industrial Worker shall be strictly maintained, even in the event layoff occurs. It being understood the Building Tradesmen to be last laid off and first to be recalled.

SECTION 2: Journeymen and Apprentices of Local Union 218-D on the payroll of Employer as of this date, June 1, 2013, and who choose to remain with the employer for employment on work covered in Article I of this addendum shall be compensated as follows:

- A. Employees shall receive no reduction in hourly rate, fringe benefits, (i.e., funds, vacation, etc.) on contractual benefits provided in his local agreement.
- B. On the effective dates shown in Section I of this addendum, Building Trades Journeymen shall receive the same wage and fringe benefit increases for employees covered under the Standard Form of Agreement for the Building Trades.
- C. Apprentices working under this schedule shall continue to receive their six (6) months percentage increases until and through their graduation to Journeymen. Apprentice increases shall be based on a percentage of the current Journeymen rate determined under 2-B above.

- D. Health & Welfare and Pension Contributions for Building Trades Journeymen and Apprentices to the welfare and pension funds shall remain the same as in the Local Building Trades Agreement.
- E. Health & Welfare contributions for Industrial Worker shall remain the same as in the local Building Trades Agreement.
- F. Pension contributions for the Industrial Worker to the National Pension Fund and Local Pension Fund shall be 60% of the journeyman rate.

SECTION 3: In the event of a layoff, the company understands and agrees that the ratio established under the terms and provisions of Article III, Sections 1-B and 1-C regarding Building Tradesmen shall be a minimum maintained at all times.

ARTICLE IV – UNION SECURITY

- A. The union agrees that membership in the union will be made available to all on an equal basis without discrimination.
- B. All employees covered by this agreement shall be required as a condition of employment, to become and remain members of the union in good standing during the term of this agreement. All employees shall make application for membership in the union within thirty (30) days following the effective date of this agreement, or the beginning of their employment, whichever is later, subject to the provisions of the Labor-Management Relations Act of 1947, as amended.
- C. Upon receipt of written notice from the Union that an employee has not acquired or maintained membership in good standing therein as provided for in this section, the Company shall immediately discharge such employee, and such employee shall not be re-employed during the life of this agreement unless, or until, he or she complies with the provisions of this section.
- D. Upon receipt of a signed individual authorization from any employee covered under this agreement, the company shall withhold from such employee's earnings, payment for union dues and 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 promptly remitted to the Financial Secretary of the Union together with a list of the names of the employees to whom said monies are to be credited. Shall any employee have no earnings due him on the first pay day of any month; deductions shall be made from the next succeeding pay of employee.

ARTICLE V – (Hours of Work—Overtime)

SECTION 1. The first two (2) hours of overtime worked per day Monday through Friday will be paid at time and a half (1 ½). The first eight (8) hours of overtime on Saturday will be 1 ½ times the hourly rate, all other overtime will be at double time. All overtime work must be by mutual consent between the employer and the Local Union.

SECTION 2. All work performed on Sundays and holidays shall be paid for at two (2) times the employees' regular hourly rate of pay.

SECTION 3. In the event shift work is/or becomes necessary, the pay and conditions, therefore, shall be as follows: All hours worked during the regular work day shall be at the prevailing rate. The second shift shall work 7-1/2 hours and receive eight (8) hours pay at a premium of 10%. The third shift shall work 7 hours and receive eight (8) hours pay at a premium of 15%. All hours worked outside of the regular shift period shall be paid at the appropriate overtime rate plus shift premium.

SECTION 4. Employees, if requested by the Employer to report for work and not put to work, shall receive two (2) hours pay provided:

- (a) The employee reports to the place of employment and is physically able to do his job.
- (b) The Employee does not leave sooner of his own accord.
- (c) The Employee is not sent home due to reasons beyond the Employer's control, such as acts of God, fire, power failure, strikes, etc.

ARTICLE VI – (National Pension Plan)

“Commencing with the 1st day of June, 2013, and for the duration of the current Collective Bargaining Agreement between the said parties, and any renewal or extensions thereof, the Employer agrees to make payments to the Sheet Metal Workers' National Pension fund for each employee covered by the said Collective Bargaining Agreement.

ARTICLE VII - STANDARD FORM OF UNION AGREEMENT

The Employer agrees to be bound by all the provisions of the Standard Form of Union Agreement or local basic agreement with the exceptions of those articles, sections, or provisions specifically altered or amended by this addendum.

ARTICLE VIII

All hiring must be done through Local Union 218-D.

ARTICLE IX – FRINGE BENEFITS

All fringe benefit funds of the Building Tradesmen will also be included for the Class B Industrial Workers. Contribution rates will be different where described.

ARTICLE X

It is hereby understood and agreed that all the terms and conditions as outlined in this addendum shall be strictly enforced. It is further understood and agreed that continued use of this Industrial Addendum only be allowed if all the terms and conditions as outlined in this Addendum are upheld. Any violation of the terms and conditions of this Industrial Addendum will be subject to the grievance procedure as outlined in

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terms and conditions of this Industrial Addendum will be subject to the grievance procedure as outlined in Article X of the SFUA. The violating contractor shall not be allowed to obtain this or any other Industrial Addendum for a period of ten (10) years from date of violation.

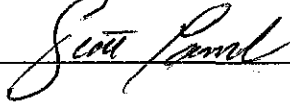
ARTICLE XI

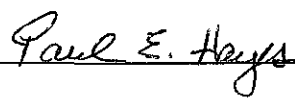
This Addendum shall become effective on this 1st day of June, 2013 and shall remain in full force and effect for the duration of the Local Standard Form of Union Agreement or Local Basic Agreement.

In Witness Whereof, the parties hereto affix their signatures and seal this 1st day of June, 2013.

Decatur Sheet Metal Contractors' Association

SMART Local 218D

BY: 

BY: 

SERVICE WORK AGREEMENT

**International Association of Sheet Metal, Air,
Rail, and Transportation Workers (SMART) Local 218D**

AND

DECATUR SHEET METAL CONTRACTORS ASSOCIATION

REVISED JUNE 1, 2013

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**AGREEMENT TO BE USED FOR THE
UNITED STATES OF AMERICA**

SERVICE WORK DIVISION

OF

**International Association of Sheet Metal, Air, Rail,
And Transportation Workers (SMART)
AFL-CIO**

This Agreement is entered into this ___ day of _____, _____, by and between
_____ of _____

(Print or Type Name of contractor) (Print or Type Address)

_____ (hereinafter referred to as the Employer) and the International Association of Sheet Metal, Air, Rail, and Transportation Workers (SMART) (hereinafter referred to as the Union).

ARTICLE I – SUCCESSORS AND ASSIGNS

SECTION 1. This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations contained herein shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, sale, transfer, or assignment of either party hereto, or affected, modified, altered, or changed in any respect whatsoever by any change of any kind in the legal status, ownership, or management of either party hereto, or by any change geographical or otherwise, in the location of the place of business of either party hereto.

ARTICLE II – SCOPE OF AGREEMENT

SECTION 1. This Agreement covers the rates of pay and conditions of employment of all employees of the Employer engaged in, but not limited to, the service, maintenance and installation work, including all work related to evacuation, charging, start-up, inspection, operation, renovation, modification and maintenance of all refrigeration, air conditioning, heating and/or ventilation, food service equipment, and/or any other mechanical system, including, but not limited to, computer programming, electrical, pneumatic and Direct Digital Control controlled systems.

SECTION 2. Service, maintenance and installation work shall include, but not be limited to, all maintenance, adjusting, repairing, overhauling, starting, operating and balancing of any system or component part thereof, regardless of size or location, including all other service, maintenance and installation work assigned to the employer by the owner.

ARTICLE III – PROMOTION CLAUSE

SECTION 1. The parties hereto agree to promote, by any means possible, work covered under this Section and shall cooperate fully in the establishment of training courses and/or facilities, where none presently exist, in order to properly train sufficient personnel to maintain jurisdiction over this work and provide consumer satisfaction.

SECTION 2. The Employer and the Union agree that there is a serious and continuing need to training additional employees represented by the Union for this specialized work by regularly conducting training and/or providing for courses in the mechanical service and maintenance field in order to keep pace with design and technological changes, and to better serve the needs of the industry and the public.

In recognition of the fact that the additional training of qualified servicemen is of vital importance to our industry, the parties have agreed to initiate a five (5) year Sheet metal and Servicemen Training Program under the jurisdiction of an equal number of Labor & Management herein called the Service Training Committee. The Local JATC will manage this program.

The Local JATC shall have the option of providing, and paying for, outside service work training. All said outside training courses shall be given proper credit, in the training program, under the terms and conditions of this Agreement.

ARTICLE IV – DEFINITIONS

SECTION 1. Service shall be defined as applying to, but not limited to, all work on any heating, air conditioning and refrigeration equipment. (SEE ARTICLE II, SECTION 1 AND 2)

SECTION 2. Work performed by Service Technicians and Trainees shall include, but not be limited to, service, maintenance of heating, air conditioning and refrigeration systems incorporating:

- A. Repair, exchange or replacement of any components of a system.
- B. Installation of new equipment to replace existing equipment in a system.
- C. After a system is initially installed, to test, dehydrate, charge, start up, set controls, balance, and make adjustments for proper operation of the system.
- D. Commercial duct work shall be done as per the local basic Building Trades Agreement.

SECTION 3. **DEFINITION/COMMERCIAL AND INDUSTRIAL SERVICE WORK**

Commercial and Industrial service work is hereby defined as, but not limited to, repair, replacement, testing, analysis, maintenance, balancing, and adjustment necessary to make operative any heating, ventilating, air-conditioning system, food service equipment, and any other refrigeration types of systems and equipment.

ARTICLE V – SUBCONTRACTING CLAUSE

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

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

SECTION 3. The Employer agrees that none but Service Sheet Metal Workers, Service Trainees, Building Trades Journeyman, and Apprentices shall be employed on any work described in Article II of this Agreement.

SECTION 4. WORK PRESERVATION CLAUSE: The Employer stipulates and agrees that it has no financial interest in any way, direct or indirect, personal or corporate or through relatives, of any business in any way related to sheet metal work, that is not in signed agreement with an affiliated Local Union of the Union.

SECTION 5 (a). INTEGRITY CLAUSE: 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 Article I hereinabove using employees whose wage package, hours and working conditions are inferior to those prescribed in this Agreement, or has ownership interest (other than a non-controlling interest in a corporation whose stock is publicly traded) in any business entity that engages in work within the scope of the Standard Form of Union Agreement (SFUA) using employees whose wage package, hours and working conditions are inferior to those prescribed in the appropriate SFUA.

An Employer is also a “bad-faith employer” when it is owned by another business entity as its direct subsidiary or as a subsidiary of any other subsidiary within the corporate structure thereof through a parent-subsidiary and/or holding-company relationship, and any other business entity within such corporate structure is engaging in work within the scope of Article II of this Agreement or of the appropriate SFUA using employees whose wage package, hours and working conditions are inferior to those prescribed in this Agreement or of the appropriate SFUA.

SECTION 5 (b). Any Employer that signs this Agreement or is covered thereby 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 terms is defined in Section 5 (a) hereinabove and further, agrees to advise the Union promptly if at any time during the life of this Agreement said Employer changes it’s mode of operation and becomes a “bad-faith employer.” Failure to give timely notice of being or becoming a “bad-faith employer” shall be viewed as fraudulent conduct on the part of such Employer.

In the event any Employer signatory to or bound by this Agreement shall be guilty of fraudulent conduct as defined above, such Employer shall be liable to the Union for liquidated damages at the rate of \$500.00 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 Article X.

ARTICLE VI – REFERRAL OF WORKMEN

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

SECTION 2. 48 HOUR HIRING CLAUSE – In the event the Union is unable to fill a call within forty-eight (48) hours (not including Saturdays, Sundays, and Holidays) the Employer shall be free to hire from any source. However, said employee shall, before starting work, report to the Local Union office and sign all necessary papers, and where applicable, secure a referral slip.

SECTION 3. The Local JATC may interview and recommend to the Local Union for hiring, or terminating for cause any applicants for the Service Industry. This Committee shall consist of two (2) members from Labor and two (2) from Management.

SECTION 4. SCHOLARSHIP LOAN AGREEMENT CLAUSE – All employees who receive and/or participate in training as provided for under the terms and conditions, and any amendments thereto, contained in this Agreement, hereby adopt and agree to be bound by any and all of the terms and conditions and any amendments thereto, of the Journeyman, Service Technician and/or Trainee (whichever is appropriate) Sheet Metal Scholarship Loan Agreement Journeyman/Apprentice Joint Apprentices and Training Committee and the International Training Institute Agreement, as though said Agreements were contained herein verbatim.

ARTICLE VII – UNION SECURITY

SECTION 1. The Employer agrees to require membership in the Union, as a condition of continued employment of all employees performing any of the work specified in Article I of this Agreement, within eight (8) days following the beginning of such employment or the effective date of this Agreement, whichever is the later, provided the Employer has reasonable grounds for believing that membership is available to such employees on the same terms and conditions generally applicable to other members and that membership is not denied or terminated for reasons other than that of the employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership.

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

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

ARTICLE VIII – REGULAR HOURS OF WORK OVERTIME RATES FOR EIGHT (8) HOUR DAYS HOLIDAYS

SECTION 1. The regular working day shall consist of eight (8) hours labor in the shop or on the job between 8:00 a.m. and 4:30 p.m. and the regular working week shall consist of five (5) consecutive eight (8) hour days labor in the shop or on the job, beginning with Monday and ending with Friday of each week. All full time or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. Except as otherwise provided pursuant to Sections 4 and 5 of this Article, all work performed outside the regular working hours and performed during the regular work week, shall be at one and one-half (1 ½) times the regular rate.

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

SECTION 2. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and days listed as holidays in the local basic Building Trades Collective Bargaining Agreement, or days locally observed as such, and Sunday, shall be recognized as holidays. All work performed on holidays shall be paid as follows: Two (2) times the regular rate.

SECTION 3. Optional-SERVICE WORK WEEK-OVERTIME RATE. Servicemen are allowed "flex time" up to ten (10) consecutive hours per day (with a one-half (1/2) hour lunch break) between the

hours of 6:00 a.m. through 6:00 p.m. – not to exceed forty (40) hours per week. The work week may be scheduled Monday through Friday or Tuesday through Saturday.

SECTION 4. MONDAY THROUGH FRIDAY: The first two (2) hours worked other than the scheduled forty (40) hour week and in excess of ten (10) hours in any one day (Monday through Friday) shall be paid at the time and ½ rate of pay. The first eight (8) hours worked on Saturday during normal/regular work hours shall be paid at time and one half. Sundays and holidays shall be paid at the double time rate of pay.

SECTION 5. TUESDAY THROUGH SATURDAY: The first two (2) hours worked other than the scheduled forty (40) hour workweek and in excess of ten (10) hours in any one day (Tuesday through Saturday) shall be paid at the rate of time and one half. All additional hours worked in excess of two (2) hours overtime (Tuesday through Saturday) shall be paid at the double time rate of pay. The first eight (8) hours worked on Monday under this Section shall be paid at time and one half, all additional hours worked on Monday shall be paid at the double time rate of pay.

SECTION 6. A Service employee not scheduled to be on call on Friday, Saturday, Sunday or Monday (depending upon their workweek) and required to do so must receive a minimum of two (2) hours pay at the overtime rate of pay. A Service employee required to work on a holiday must receive a minimum of two (2) hours pay at the overtime rate of pay.

SECTION 7. The Employer shall give prior notification to the Local Union office of implementation of alternating work weeks for service employees and of which employees that have been scheduled for the alternating work week.

SECTION 8. All Sundays and Holidays shall be paid at the double time rate of pay.

SECTION 9. PAY DAY. Pay day shall be as per the provisions of the local basic Building Trades Agreement.

SECTION 10. Service Employees on the payroll of the Employer on the effective date of this Agreement shall receive no reduction in hourly rate, fringes or contractual benefits provided in the existing local basic union agreement(s) due to the adoption of this Agreement. New hires will receive the rate of benefits on the wage and fringe schedule of this Agreement.

ARTICLE IX – CLASSIFICATIONS/QUALIFICATIONS CLAUSE

SECTION 1. The following classifications are contained in this Agreement: Building Trades Journeyman Service Technician, Building Trades Apprentice Service Technician, and Service Trainee Technician.

SECTION 2. At least one (1) Service Technician Trainee may assist any journeyman Service Technician in the installation or replacement of equipment on any project.

SECTION 3. QUALIFICATION/BUILDING TRADES JOURNEYMEN. Building Trades Journeymen Service Technicians shall be capable of completing all units of work contracted for by the Employer, with particular emphasis on commercial and industrial service work, other than the servicing of higher technological specialty systems.

SECTION 4. Journeymen base wage rate as per the local basic Building Trades Collective Bargaining Agreement. Service Trainees starting base rate shall be of the Journeyman Service Technician base rate, but in no case less than the Building Trades Apprentice starting base wage rate.

SECTION 5. All applicants for Service Trainee shall be as required in the local basic building Trades Collective Bargaining Agreement. All trainees shall serve a minimum of two (2) years.

SECTION 6 (a). A graduated wage scale for Service Trainees shall be established and maintained on the following percentage basis of the established wage rate for Journeymen Service Technician Sheet Metal Workers:

First Year: First Half	50%	Second Half	55%
Second Year: First Half	60%	Second Half	65%
Third Year: First Half	70%	Second Half	75%
Fourth Year: First Half	80%	Second Half	85%
Fifth Year: First Half	90%	Second Half	95%

SECTION 6 (b). Service Trainees may, depending on their experience and ability, be allowed to work alone and perform service work as per Article IV, Sections 1, 2, and 3 of this Agreement after six (6) months of training, provided that no journeymen of any classification shall be laid off to accomplish this. No Building Trades Service Technician shall suffer any loss of present Building Trades wages or fringe benefits. Nor shall any Building Trades journeymen be laid off or sent home when work is available except for just cause or unable to do the required work.

SECTION 6 (c). Journeymen and Trainee Service Technicians' fringe benefits shall be:

BENEFITS		1st Half	2nd Half
Health & Welfare Contributions		*	*
National Pension Fund	1 st Year	50%	55%
	2 nd Year	60%	65%
	3 rd Year	70%	75%
	4 th Year	80%	85%
	5 th Year	90%	95%
	Finish	100%	100%
SMOHI		\$0.02	\$0.02
NEMI		\$0.03	\$0.03
International Training Institute		\$0.12	\$0.12
National Industry Fund		\$0.11	\$0.11
Local Industry Fund		\$0.10	\$0.10
Youth to Youth Fund		\$0.75	\$0.75
Apprenticeship Fund		\$0.55	\$0.55
SMWIA Scholarship Fund		\$0.01	\$0.01
Local Pension Fund		*	*
Sasmi Fund		*	*

***See appropriate wage and fringe sheet for these contribution rates.**

SECTION 7. No service worker employee currently working in the Local Union shall suffer a reduction in health and welfare benefits as a result of this Agreement.

ARTICLE X – NATIONAL AND LOCAL INDUSTRY FUNDS

SECTION 1 (a). Contributions provided for in Section 1 (b) of this Article will be used to promote programs of industry education, training, negotiation and administration of collective bargaining agreements, research and promotion, such programs serving to expand the market for the services of the Sheet Metal Industry, improve the technical and business skills of Employers, stabilize and improve Employer-Union relations, and promote, support and improve the employment opportunities for employees. No part of any such payments, however, shall be used for any other purpose except as expressly specified above.

SECTION 1 (b). The Employer shall pay the Sheet Metal and Air Conditioning Contractors' National Industry Fund of the United States (IFUS) eleven cents (\$0.11) per hour for each hour worked on and after the effective date of this Agreement by each employee of the Employer covered by this Agreement. 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 20151-1209, or for the purpose of transmittal, through Decatur Sheet Metal Contractors Association.

SECTION 1 (c). The IFUS shall submit to the International Association of Sheet Metal, Air, Rail, and 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 to by a certified public accountant containing its balance sheet and detailed statement of annual receipts and disbursements. Further specific detailed information in regard to IFUS activities or its receipts and/or expenditures shall be furnished to the International Association of Sheet Metal, Air, Rail, and Transportation Workers upon written request.

SECTION 1 (d). Grievances concerning use of IFUS funds for purposes prohibited under Section 1 (a) or for violations of other subsections of this Section may be processed by the International Association of Sheet Metal, Air, Rail, and Transportation Workers directly to the National Joint Adjustment Board under the provisions of Article XIII of this Agreement. In the event such proceeding results in a deadlock, either party may, upon ten (10) days notice to the other party, submit the issue to final and binding arbitration. The Arbitrator shall be selected by the Co-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 and no other.

SECTION 2 (a). Contributions provided for in Section 2 (b) of this Article will be used to promote programs of industry education, training, negotiation, and administration of collective bargaining agreements, research and promotion, such programs serving to expand the market for the services of the Sheet Metal Industry, improve the technical and business skills of Employers, stabilize and improve Employer-Union relations, and promote, support, and improve the employment opportunities for employees. No part of any such payments, however, shall be used for any purpose except as expressly specified above.

SECTION 2 (b). The Employer shall pay to the Decatur Sheet Metal Contractors Association (the local industry fund), ten cents (\$0.10) per hour for each hour worked on or after the effective date of this Agreement by each employee of the Employer covered by this agreement. Payment shall be made monthly on or before the 20th day of the succeeding month.

SECTION 2 (c). The local industry fund shall furnish to the Business Manager of the Union, not less often than semi-annually, written reports describing in reasonable detail the nature of activities in which it is engaged or which it supports directly or indirectly with any of its funds. One time per year, the local industry fund shall include in such written report, a statement attested to by a certified public accountant and containing its balance sheet and detailed statement of receipts and disbursements. Further specific detailed information in regard to local industry fund activities or its receipts and/or disbursements shall be furnished to the Business Manager of the local Union upon his written request.

SECTION 2 (d). Grievances concerning use of local industry fund monies to which an employer shall contribute for purposes prohibited under Section 2(a) or for violations of other subsections of this section shall be handled under the provisions of Article VIII 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.

ARTICLE XI – COMMERCIAL WAGES

SECTION 1. Commercial Journeymen Service Technicians shall be paid as per the wage rates and fringe benefits contained in the local basic Building Trades agreement, except as otherwise provided herein. However, employees when discharged shall be paid in full.

SECTION 2. HIGHER OF HOME OR SITE LOCAL'S WAGES. When the Employer has any work specified in Article II of this agreement to be performed outside of the area covered by this Agreement (local unions' chartered counties) and within the area covered by another Agreement with another local union affiliated with the International Association of Sheet Metal, Air, Rail and Transportation Workers, and qualified sheet metal workers are available in such area, he may send no more than two (2) sheet metal workers per job into such area to perform any work which the Employer deems necessary, both of whom shall be from the Employer's home jurisdiction. All additional sheet metal workers shall come from the area in which the work is to be performed. Journeymen sheet metal workers covered by this Agreement who are sent outside of the area covered by this Agreement shall be paid at least the established minimum wage scale specified in Section 1 of this Article, but in no case less than the established wage scale of the local Agreement covering the territory in which travel time, board and expenses while employed in that area, and the Employer shall be otherwise governed by the established working conditions of the local Agreement. If employees are sent into an area where there is no local Agreement of the International Association of Sheet Metal, Air, Rail, and Transportation Workers covering the area, then the minimum conditions of the home local union shall apply.

SECTION 3. In applying the provisions of Sections 1 and 2 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.

SECTION 4. Welfare benefit contributions shall not be duplicated. When sheet metal workers are employed temporarily outside the jurisdiction of their home local union, the parties signatory to this Agreement agree to arrange through the Health and Welfare Trust Fund to transmit health and welfare contributions made on behalf of the employee to the Health & Welfare Trust in the employee's home local union.

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

SECTION 5. TRAVEL PAY, MILEAGE, BOARD AND EXPENSES. Travel pay, mileage, board and expenses shall be as per the local basic Building Trades Agreement.

SECTION 6. TRANSPORTATION. When employed in a shop or on a job within the limits of the local basic building Trades Agreement, employees shall be governed by the regular working hours specified herein and shall provide for themselves necessary transportation within the said limits from home to shop or job at starting time and from shop or job to home at quitting time, and the employer shall provide, or pay for, all necessary additional transportation during working hours.

SECTION 7. When employed outside the limits specified in the local basic Building Trades Agreement, employees shall provide transportation for themselves which will assure their arrival at the limits specified in the local basic Building Trades Agreement at regular starting time, and the Employer shall provide or pay for all additional transportation for such jobs, including transportation from such job back to the limits specified in the local basic Building Trades Agreement which will assure arrival at such limits at quitting time. As an alternative to the foregoing method, travel expenses may be paid by a zone or other method of payment. If this alternative method is used, it will be provided in the local basic Building Trades Agreement.

SECTION 8. SHOW UP PAY. Journeymen and apprentice sheet metal workers who report for work by direction of the Employer, and are not placed to work, shall be entitled to two (2) hours pay at the established rate. This provision, however, shall not apply under conditions over which the Employer has no control.

SECTION 9. UNIFORMS. Employers who require employees to wear uniforms shall furnish and maintain such uniforms free of all cost to employees. Such uniforms are the property of the Employer and must be immediately returned to him by the employees when they voluntarily leave their employment, are laid off, or when new uniforms are issued to replace existing ones.

SECTION 10. TOOLS. The Employer shall furnish all tools for journeymen sheet metal servicemen and apprentices to perform their work (except the basic hand tools required by a sheet metal worker).

ARTICLE XII – FRINGE BENEFITS TRUST AGREEMENTS

SECTION 1. The Employer hereby adopts and agrees to be bound by all of the terms and conditions, and any amendments thereto, of such legally established national and local Trust Agreements on any and all fringe benefit funds contained in this Agreement specifying the basis in which payments (contributions) are to be made into, and benefits paid out of as though said Trust Documents were contained herein verbatim.

ARTICLE XIII – 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.

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

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.

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

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

SECTION 3. Grievances not disposed of under the procedure prescribed in Section 2 of this Article, because of a deadlock or failure of such board to act, may be appealed jointly or by either party to a Panel, consisting of one (1) representative appointed by the Labor Co-Chairman of the National Joint Adjustment Board and one (1) representative appointed by the Management Co-Chairman of the National Joint Adjustment Board. Appeals shall be mailed to the: National Joint Adjustment Board, P.O. Box 220956, Chantilly, VA 20153-0956 or 4201 LaFayette Center Drive, Chantilly, VA 20151-1209. Notice of appeal to the Panel shall be given within thirty (30) days after termination of the procedures prescribed in Section 2 of this Article. Such Panel shall meet promptly but in no event more than fourteen (14) calendar days following receipt of such appeal, unless such time is extended by mutual agreement of the Panel members. Except in case of deadlock, the decision of the Panel shall be final and binding.

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 Joint Adjustment Board.

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

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

SECTION 6. In the event of non-compliance within thirty (30) calendar days following the mailing of a decision of a Local Joint Adjustment Board, Panel or the National Joint Adjustment Board, a local party may enforce the award by any means including proceedings in a court of competent jurisdiction in accord with applicable state and federal law. If the party seeking to enforce the award prevails in litigation, such

party shall be entitled to its costs and attorney's fees in addition to such other relief as is directed by the courts.

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

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

SECTION 8 (a). Should the negotiations for a renewal of this Agreement or negotiations regarding a wage/fringe re-opener become deadlocked in the opinion of the Union representative(s) or of the Employer(s) representative(s), or both, notice to that effect shall be given to the National Joint Adjustment Board. If the Co-Chairmen of The National Joint Adjustment Board believe the dispute might be adjusted without going to final hearing before the National Joint Adjustment Board, each will then designate a Panel representative who shall proceed to the locale where the dispute exists as soon as convenient, attempt to conciliate the differences between the parties and bring about a mutually acceptable agreement. If such Panel representatives or either of them conclude that they cannot resolve the dispute, the parties thereto and the Co-Chairmen of the National Joint Adjustment Board shall be promptly so notified without recommendation from the Panel representatives. Should the Co-Chairmen of the National Joint Adjustment Board fail or decline to appoint a panel member or should notice of failure of the Panel representatives to resolve the dispute be given, the parties shall promptly be notified so that either party may submit the dispute to the National Joint Adjustment Board.

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

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

SECTION 8 (b). Any application to the National Joint Adjustment Board shall be upon forms prepared for that purpose subject to any changes which may be decided by the Board from time to time. The representatives of the parties who appear at the hearing will be given the opportunity to present oral argument and to answer any questions raised by members of the Board. Any briefs filed by either party including copies of pertinent exhibits shall also be exchanged between the parties and filed with the National Joint Adjustment Board at least twenty-four (24) hours in advance of the hearing.

SECTION 8 (c). The National Joint Adjustment Board shall have the right to establish time limits which must be met with respect to each and every step or procedure contained in this Section. In addition, the

Co-Chairmen of the National Joint Adjustment Board shall have the right to designate time limits which will be applicable to any particular case and any step therein which may be communicated to the parties by mail, telegram or telephone notification.

SECTION 8 (d). Unless a different date is agreed upon mutually between the parties or is directed by the unanimous decision of the National Joint Adjustment Board, all effective dates in the new agreement shall be retroactive to the date immediately following the expiration date of the expiring agreement.

ARTICLE XIV – YOUTH TO YOUTH

SECTION 1. YOUTH TO YOUTH PROGRAM. The parties will establish on a local basis the SMART Youth to Youth program (the Program) and the procedures to enable all apprentices to participate in the Program. The activities of the Program that deal with organizing and other traditional union activities shall be funded by the Local Union through a check off in compliance with the provisions of Section 302 (c) of the Labor-Management Relations Act. Activities that may be funded by Employer contributions shall be so funded if, and to the extent, the parties shall agree locally to sponsor and implement the same.

ARTICLE XV – STRIKES AND LOCKOUTS

SECTION 1. The Employer agrees not to cause, permit or engage in any lockout of its employees during the term of this Agreement except for refusal of the Union to submit to, or comply with, a decision of the National Joint Adjustment Board. The Union agrees that during the course of this Agreement it will not sanction or engage in any strike or other interference with production (irrespective of a strike or work stoppage by a sheet metal Local Union such as concerning a contract dispute or contract termination) except for refusal of the Employer to submit to, or comply with, a decision of the National Joint Adjustment Board.

SECTION 2. It shall not be a violation of Section 1 of this Article for any employee to refuse to work, or continue working, or to complain to federal or state agencies when any condition exists which he reasonably believes would endanger the health, safety, or well-being of such employee. No employee shall be disciplined for exercising this right.

SECTION 3. It is expressly understood and agreed that anything in this Agreement to the contrary notwithstanding, it shall not be a violation of any term or provision of this Agreement for any person covered by this Agreement to refuse to cross or work behind a picket line established at the Company's plant by any bonofide labor union, provided the strike or picket line is authorized or sanctioned by the International of the Union that called the strike or established the picket line, or is authorized or sanctioned by the Central Labor Council, Building and Construction Trades Council or Metal Trades Council having jurisdiction over the area in which the plant is located. No employee covered by this agreement shall be requested or required by the Company to perform any work operations that were being performed by persons on strike.

ARTICLE XVI – JURISDICTIONAL DISPUTES

SECTION 1. It is understood and agreed that Employers signatory to this Agreement shall not sign a stipulation to be bound to the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry, local or regional jurisdictional disputes board, nor to be bound by their decisions with regard to any work within the scope of Article II of this Agreement. Any such stipulation that previously may have been entered into, or on behalf of the Employer, is rescinded by execution of this contract. It is further understood that the parties to this Agreement shall not submit any dispute with regard to any work within

the scope of Article II of this agreement to the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry or local or regional jurisdictional disputes board.

SECTION 2. The foregoing Section 1 shall remain in effect until all other employers in the construction industry having agreements with this, or any other union, affiliated with the Building and Construction Trades Department, have signed a stipulation to be bound by the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry, or its successors with regard to any work within the scope of Article II of this Agreement.

ARTICLE XVII – FEDERAL AND STATE LAW CLAUSE

SECTION 1. If, pursuant to federal, state or municipal law, any provisions of this Agreement shall be found by a court of competent jurisdiction to be void or unenforceable, all of the other provisions of this Agreement shall remain in full force and effect.

SECTION 2. Each Employer expressly waives any statutory or contractual right it may have to terminate, abrogate, repudiate or cancel this Agreement during the stated term or the term of any extension, modification, or amendment to this Agreement, or to file any Petition with the National Labor Relations Board seeking to accomplish such termination, abrogation, repudiation or cancellation.

SECTION 3. This Agreement shall become effective on the 1st day of June, 2013, 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 concluded.

(Name of Contractor)

SMART Local 218-D

By: _____
(Name and Title)

By: Paul E. Hayes, Business Manager
(Name and Title)

(Signature)

Paul E. Hayes
(Signature)

(Address)

2855 Via Verde
(Address)

(City, State, Zip)

Springfield, IL 62703
(City, State, Zip)

(Date)

INTEGRITY CLAUSE

SECTION ONE

A "bad-faith employer" for purposes of this Agreement is an Employer that itself, or through a person or persons subject to an owner's control, has ownership interest (other than a non-controlling interest in a corporation whose stock is publicly traded) in any business entity that engages in work within the scope of SFUA ARTICLE I herein above 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, and Transportation Workers in that area.

An Employer is also a "bad-faith employer" when it is owned by another business entity as its direct subsidiary or as subsidiary of any other subsidiary within the corporate structure thereof through a parent-subsubsidiary and/or holding company structure is engaging in work within the scope of SFUA ARTICLE I herein above 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, and Transportation Workers in that area.

SECTION TWO

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 is not a "bad-faith employer" as such term is defined in SECTION ONE herein above and, further, agrees to advise the Union promptly if at any time during the life of this Agreement said Employer changes its mode of operation and becomes a "bad-faith employer." Failure to give timely notice of being or becoming a "bad-faith employer" shall be viewed as fraudulent conduct on the part of such Employer.

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

SMART LOCAL #218D
 BUILDING TRADES JOURNEYMAN
 EFFECTIVE JUNE 1, 2013 TO MAY 31, 2014
 FOR THE COUNTIES OF:
 MACON

WAGES	06/01/13
Base Rate	\$30.87
Lead Man Base Rate	\$32.87
Foreman Base Rate	\$33.62
General Foreman Base Rate	\$34.12
Superintendent Base Rate	\$34.62
Base Rate Includes: (deduct from Base Rate)	
P.A.L. Fund (\$0.02 National/\$0.03 Local)	\$ 0.05
Equality Fund	\$ 0.90
Youth to Youth/Org. Fund/Dues	\$ 1.25

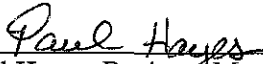
FRINGE BENEFITS	
National Pension Fund	\$6.17
International Training Institute	\$0.12
NEMI	\$0.03
SMOHI	\$0.02
Health & Welfare Fund	\$8.40
Apprenticeship Fund	\$0.55
Local Industry Fund	\$0.10
National Industry Fund	\$0.11
Local #218D Pension Fund	\$5.37
SASMI Fund	\$1.52
SMWIA Scholarship Fund	\$0.01

June 1, 2013 Base Rate \$30.87 Total Package = \$53.27
 June 1, 2014 \$1.25 increase Total Package = \$54.52

Note: SASMI contribution is 3% of the sum of gross wages, Health and Welfare, National Pension Fund, and Local Pension Fund. The SASMI rate shown above is for journeymen at the straight time rate.



 Scott Lamb, President
 Decatur Sheet Metal Contractor Association



 Paul Hayes, Business Manager
 International Association of Sheet Metal,
 Air, Rail, and Transportation Workers,
 Local 218

SMART LOCAL #218D
BUILDING TRADES APPRENTICE
1ST THROUGH 4TH YEAR
EFFECTIVE JUNE 1, 2013 TO MAY 31, 2014
FOR THE COUNTIES OF:
MACON

WAGES – 06/01/13	1ST YEAR	2ND YEAR	3RD YEAR	4TH YEAR
Base Rate –1 st 6 months	\$15.43	\$16.98	\$20.07	\$23.15
Base Rate –2 nd 6 months	\$15.43	\$18.52	\$21.61	\$24.70
Base Rate Includes: (deduct from Base Rate)				
P.A.L. Fund (\$0.02 National/\$0.03 Local	\$0.05	\$0.05	\$0.05	\$0.05
Youth to Youth/Org. Fund/Dues	\$0.75	\$0.75	\$0.75	\$0.75
Equality Fund	\$0.15	\$0.15	\$0.15	\$0.15

FRINGE BENEFITS	1ST YEAR	2ND YEAR	3RD YEAR	4TH YEAR
National Pension Fund				
1 st 6 months	\$3.09	\$3.39	\$4.01	\$4.63
2 nd 6 months	\$3.09	\$3.70	\$4.32	\$4.94
International Training Institute	\$0.12	\$0.12	\$0.12	\$0.12
NEMI	\$0.03	\$0.03	\$0.03	\$0.03
SMOHI	\$0.02	\$0.02	\$0.02	\$0.02
Health & Welfare Fund	\$8.40	\$8.40	\$8.40	\$8.40
Apprenticeship Fund	\$0.55	\$0.55	\$0.55	\$0.55
Local Industry Fund	\$0.00	\$0.10	\$0.10	\$0.10
National Industry Fund	\$0.00	\$0.11	\$0.11	\$0.11
Local #218D Pension Fund				
1 ST 6 months	\$2.69	\$2.95	\$3.49	\$4.03
2 nd 6 months	\$2.69	\$3.22	\$3.76	\$4.30
SASMI Fund				
1 st 6 months	\$0.00	\$0.95	\$1.08	\$1.21
2 nd 6 months	\$0.00	\$1.02	\$1.14	\$1.27
SMWIA Scholarship Fund	\$0.01	\$0.01	\$0.01	\$0.01

SMART LOCAL #218D
SERVICE TECHNICIAN
EFFECTIVE JUNE 1, 2013 TO MAY 31, 2014
FOR THE COUNTIES OF:
MACON

WAGES	1st YEAR	2nd YEAR	3rd YEAR	4th YEAR	5th YEAR	Journeyman Service Technician
Base Rate – 1 st 6 months	\$15.44	\$18.52	\$21.61	\$24.70	\$27.78	\$30.87
Base Rate – 2 nd 6 months	\$16.98	\$20.07	\$23.15	\$26.24	\$29.33	\$30.87
Base Rate Includes: (deduct from Base Rate)						
Youth to Youth Fund/Dues	\$0.75	\$0.75	\$0.75	\$0.75	\$0.75	\$1.25
PAL Fund (\$0.02 National/\$0.03 Local)	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05
Equality Fund	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15

FRINGE BENEFITS	1st YEAR	2nd YEAR	3rd YEAR	4th YEAR	5th YEAR	Journeyman Service Technician
National Pension Fund 1 st 6 months	\$3.09	\$3.70	\$4.32	\$4.94	\$5.55	\$6.17
National Pension Fund 2 nd 6 months	\$3.39	\$4.01	\$4.63	\$5.24	\$5.86	\$6.17
International Training Institute	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12
NEMI	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03
SMOHI	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02
Health & Welfare Fund	\$8.40	\$8.40	\$8.40	\$8.40	\$8.40	\$8.40
Local Industry Fund	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10
National Industry Fund	\$0.11	\$0.11	\$0.11	\$0.11	\$0.11	\$0.11
Local #218D Pension Fund	\$5.37	\$5.37	\$5.37	\$5.37	\$5.37	\$5.37
Apprenticeship Fund	\$0.55	\$0.55	\$0.55	\$0.55	\$0.55	\$0.55
SMWIA Scholarship Fund	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
SASMI Fund – 1 st 6 months	\$0.97	\$1.08	\$1.19	\$1.30	\$1.41	\$1.52
SASMI Fund – 2 nd 6 months	\$1.02	\$1.14	\$1.25	\$1.36	\$1.47	\$1.52

SMART LOCAL #218D
CLASSIFIED WORKER
EFFECTIVE JUNE 1, 2013 TO MAY 31, 2014
FOR THE COUNTIES OF:
MACON

WAGES	06/01/13
Base Rate (minimum)	\$12.35
Base Rate Includes: (deduct from Base Rate)	
Youth to Youth/Org. Fund/Dues	\$0.75
PAL Fund (\$0.02 National/\$0.03 Local)	\$0.05
Equality Fund	\$0.15

FRINGE BENEFITS	
National Pension Fund	\$2.47
International Training Institute (ITI)	\$0.12
NEMI	\$0.03
SMOHTT	\$0.02
Health & Welfare Fund	\$8.40
Local #218D Pension Fund	\$2.15
SMWIA Scholarship Fund	\$0.01

June 1, 2013 Base Rate \$12.35 (minimum) Total Package \$25.55 (minimum)

SMART LOCAL #218D
INDUSTRIAL WORKER
EFFECTIVE JUNE 1, 2013 TO MAY 31, 2014
FOR THE COUNTIES OF:
MACON

WAGES – 06/01/13	1st Year (40%)	2nd Year (50%)	Industrial Worker
Base Rate	\$12.35	\$15.44	\$18.52
Base Rate Includes: (deduct from Base Rate)			
Youth to Youth/Org. Fund/Dues	\$ 0.75	\$ 0.75	\$ 0.75
PAL Fund (\$0.02 National/\$0.03 Local)	\$0.05	\$0.05	\$0.05
Equality Fund	\$0.15	\$0.15	\$0.15

FRINGE BENEFITS			
National Pension Fund	\$3.72	\$3.72	\$3.72
Health & Welfare Fund	\$8.40	\$8.40	\$8.40
Local #218D Pension Fund	\$2.15	\$2.69	\$3.22
NEMI Fund	\$0.03	\$0.03	\$0.03
SMOHI Fund	\$0.02	\$0.02	\$0.02
International Training Institute	\$0.12	\$0.12	\$0.12
Apprenticeship Fund	\$0.55	\$0.55	\$0.55
Local Industry Fund	\$0.10	\$0.10	\$0.10
National Industry Fund	\$0.11	\$0.11	\$0.11
SMWIA Scholarship Fund	\$0.01	\$0.01	\$0.01
SASMI Fund	\$0.80	\$0.91	\$1.02

TERM OF AGREEMENT

This Agreement shall become effective June 1, 2013 – May 31, 2015 and shall continue in force from year to year thereafter unless written notice of reopening is given not less than ninety (90) days prior to the expiration date. In the event such notice of reopening is served, this Agreement shall continue in force and effect until conferences relating thereto have been concluded.

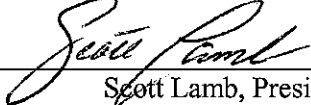
June 1, 2013 \$1.25 wage increase *
June 1, 2014 \$1.25 wage increase *

* Note \$0.05 of the wage increase is to be allocated to the Equity Fund in each year of the contract.

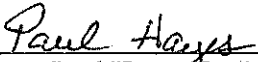
IN WITNESS WHEREOF, THE PARTIES HERETO AFFIX THEIR SIGNATURES AND SEAL THIS 1ST DAY OF JUNE, 2013.

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

Decatur Sheet Metal Contractor's Association

By:  _____
Scott Lamb, President

International Association of Sheet Metal, Air, Rail, and Transportation Workers Local 218D

By:  _____
Paul Hayes, Business Manager

ACCEPTANCE OF AGREEMENT

I/WE hereby certify that I/WE have read and have full knowledge of the terms and conditions of this Agreement, on this ____ day of _____, 20_____.

I/WE hereby agree to be bound by and subject as required by the terms of this Agreement.

Company Name: _____

Address: _____

City: _____

Phone: _____

FAX: _____

Signature: _____

Title: _____

For Local 218

Address: 2855 Via Verde

City: Springfield

Phone: 217-529-0161 or 529-0162

FAX: 217-529-6005

Signature: _____

Title: Business Manager