

**AGREEMENT  
SHEET METAL WORKERS'  
LOCAL UNION NO. 33  
AKRON DISTRICT**

**Agreement between  
EAST CENTRAL OHIO SMACNA**



**and**

**INTERNATIONAL ASSOCIATION OF  
SHEET METAL, AIR, RAIL AND  
TRANSPORTATION WORKERS  
LOCAL UNION NO. 33 – AKRON DISTRICT**



Effective: August 1, 2013

Expires: May 31, 2017

**AGREEMENT**

**between**

**EAST CENTRAL OHIO SMACNA**

**and**

**INTERNATIONAL ASSOCIATION  
OF SHEET METAL, AIR, RAIL AND TRANSPORTATION WORKERS  
LOCAL UNION NO. 33 - AKRON DISTRICT**

**AFL-CIO**

**Akron, Ohio**

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**STANDARD FORM OF  
UNION AGREEMENT  
(As Modified)**

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

This Agreement, entered into this 1<sup>st</sup> day of August, 2013, by and between the Akron, Canton, Mansfield Roofing and Sheet Metal Contractors' Association, Inc., dba East Central Ohio SMACNA whether represented by a Contractors' Association or not, hereinafter referred to as the "Employer", and Local Union No. 33 - Akron District of International Association of Sheet Metal, Air, Rail and Transportation Workers, hereinafter referred to as the "Union", having jurisdiction over Ashland, Carroll, Coshocton, Crawford, Holmes, Medina, Portage, Richland, Stark, Summit, Tuscarawas, and Wayne Counties in Ohio.

**ARTICLE I  
Scope of Work**

**Section 1:** This Agreement covers the rates of pay and conditions of employment of all employees of the Employer engaged in, but not limited to, the a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all 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, servicing, 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, and (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.

**Section 2:** Market Preservation and Recovery: With the rise of non-union competition and infringements by other craft unions, sheet metal workers and signatory contractors in recent years have suffered significant declines in the share of the market of work within the jurisdiction of the International Association of Sheet Metal, Air, Rail and Transportation Workers. It is the intent of all parties of this Agreement to take strong measures to reverse these trends and provide for the long term health of the union employing industry, by making it mandatory that the signatory contractor exhaust all efforts for the purchase of all distribution of air products, specifically, but not limited to, VAV boxes, fan (powered or not), make up of air units, fans, air distribution devices, grills and diffusers, and assign them completely to the sheet metal workers employed by him.

**Section 3:** The Employer also agrees to furnish within ten (10) days of request by the Union, completed forms as required by State and/or Federal Department of Labor for purposes of prevailing wage surveys by county. Occasional or out-of-town contractors shall complete and submit to the Union, said forms immediately upon start of a job within the bounds of Local No. 33.

**ARTICLE II**  
**Sub-Contracting**

**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 sub-contracting for prefabrication of materials covered herein, such prefabrication shall be sub-contracted to fabricators who pay their employees engaged in such fabrication not less than the prevailing wage for comparable sheet metal fabrication, as established under the provisions of this Agreement.

**ARTICLE III**  
**Work to be Performed**

**Section 1:** The Employer agrees that none but journeyman and apprentice sheet metal workers shall be employed on any work described in Article I. And, further, for the purpose of proving jurisdiction, agrees to provide the Union with 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**  
**Furnishing Manpower**

**Section 1:** The Union agrees to furnish upon request by telephone or in writing by the Employer, duly qualified journeyman 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. (See Addendum A).

**ARTICLE V**  
**Membership**

**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 later, provided the Employer has reasonable ground 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 change the time within which an employee may be required to acquire Union membership, such changed 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 provisions is contrary to law. In any state where the making and enforcement of such provisions 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 (20<sup>th</sup>) 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.

**Section 5:** This Agreement has been entered into in order to comply with the National Labor Relations Act of 1947, as amended. Should it be found that any clause herein is invalid by virtue of any decision of the Court or the National Labor Relations Board, either party to this Agreement shall have the right to reopen negotiations pertaining to such invalid clause by giving the other party thirty (30) days' written notice, but such reopening shall be for the sole purpose of considering changes required or permitted by such decision.

## **ARTICLE VI**

### **Work Day**

**Section 1:** The regular working day shall consist of eight (8) hours labor in the shop or on the job between 6:00 a.m. and 5:30 p.m., which includes a one half (½) hour regular scheduled lunch break. The regular working week shall consist of five (5) consecutive eight (8) hour day's 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 (1½) times the regular rate. Overtime after twelve (12) hours shall be paid at double (2) time.

Where conditions warrant, the regular workday may consist of ten (10) hours labor on the job and a regular work week of four (4) ten (10) hour days between Monday and Friday, when mutually agreed between the Local Union and the Employer.

When an employee is requested to work in excess of twelve (12) hours in a day in which overtime has not been scheduled, the employee shall receive a thirty (30) minute lunch period after the twelfth (12<sup>th</sup>) hour, paid by the Employer at the appropriate rate. In the case of scheduled overtime, the employee shall receive a thirty (30) minute lunch break after the twelfth (12<sup>th</sup>) hour and every

fourth (4<sup>th</sup>) hour thereafter, for which he will not be paid.

Scheduled overtime must be scheduled by the end of the previous day's regular shift. Employees may refuse overtime without repercussion.

**Section 2:** New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or days locally observed as such, and Sunday shall be recognized as holidays. All work performed on holidays shall be paid at two (2) times the regular hourly rate. Any Holiday that falls on a Saturday will be observed on the previous Friday. Any holiday that falls on Sunday will be observed on the following Monday.

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

**Section 4:** Shift work and the pay conditions, therefore, shall be only as provided in written addenda attached to this Agreement. (See Addendum B).

## **ARTICLE VII Travel**

**Section 1:** Employees employed on a job within the limits of forty (40) miles of the Employer's shop or the employee's place of residence, whichever is closer, shall be governed by the regular working hours specified herein and shall provide for themselves necessary transportation within said limits from home to shop or job at starting time and from job or shop to home at quitting time. The Employer shall provide or pay for all necessary additional transportation during working hours at the IRS established rate.

**Section 2:** When employed outside of the limits specified in Section 1 of this Article but within the jurisdiction of their home Local 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. The employee traveling outside of the limits specified in Section 1 of this article but within the jurisdiction of their home local shall receive IRS established rate. As an alternative to the foregoing method, all necessary transportation, travel time, board and expenses shall be paid each employee while employed outside of the limits specified in Section 1 of this Article.

**Section 3:** All mileage will be calculated by Map Quest.

## **ARTICLE VIII Payment of Wages**

**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 1 of this Agreement shall be (See Addendum S - Wage Sheets), per hour,



except hereinafter specified in Section 2 of this Article.

**Section 2:** On all work specified in Article 1 of this Agreement fabricated and/or assembled by journeymen sheet metal workers and/or apprentices within the jurisdiction of this Union or elsewhere for erection and/or installation within the jurisdiction of any other Local Union affiliated with International Association of Sheet Metal, Air, Rail and Transportation Workers whose established wage scale is higher than the wage scale specified in this Agreement, the higher wage scale of the jobsite Union shall be paid to the journeyman 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) Angle rings
- 2) Air filters for process systems
- 3) Air diffusers, grilles, registers
- 4) Baskets
- 5) Bins
- 6) Breeching for process systems
- 7) Carts
- 8) Chutes
- 9) Collectors, dust and other particulate
- 10) Conveyors
- 11) Dryers
- 12) Dampers
- 13) Evaporators
- 14) Fabricated pipe
- 15) Fans
- 16) Guards
- 17) Grates
- 18) Hangers
- 19) Hoods
- 20) Louvers
- 21) Make-up air duct & components for process systems
- 22) Mixing (attenuation) boxes
- 23) Ovens
- 24) Pans
- 25) Plastic skylights
- 26) Platforms
- 27) Plenums (double-wall panel)
- 28) Radiator & air conditioning unit enclosures
- 29) Railings
- 30) Sound Attenuators
- 31) Special Industrial Production parts
- 32) Spray Booths
- 33) Stacks for process systems

- 34) Structural supports
- 35) Tanks
- 36) Trenches
- 37) Ventilators
- 38) Washers

**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 6 of this Article will not be applicable to the manufacture of spiral pipe and fittings for high pressure systems.

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

**Section 6:** When the Employer has any work specified in Article 1 of this Agreement to be performed outside the area covered by this Agreement and within the area covered by another Agreement with another Union affiliated with the International Association of Sheet Metal, Air, Rail 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 regardless of job numbers, working areas, or branches of the trade, into such area to perform any work which the Employer deems necessary, both of whom shall be from the Employer's home jurisdiction. All additional sheet metal workers shall come from the area in which the work is to be performed.

Journeymen sheet metal workers covered by this Agreement who are sent outside of the area covered by this Agreement shall be paid at least the established minimum wage scale specified in Section 1 of this Article but in no case less than the established wage scale of the local Agreement covering the territory in which such work is performed or supervised, plus all necessary transportation, travel time, board and expenses while employed in that area, and the Employer shall be otherwise governed by the established working conditions of that local Agreement. If 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:** Fringe benefit contributions shall not be duplicated. When sheet metal workers are employed temporarily outside the jurisdiction of their home local union, the parties signatory to this Agreement agree to arrange, through the Health and Welfare Trust Fund to transmit health and welfare contributions made on behalf of the employee to the Health and Welfare Trust Fund in the employee's home local union.

The parties to this Agreement agree to establish a system for continuing health and welfare coverage

for employees working temporarily outside the jurisdiction of the local collective bargaining agreement when health and welfare contributions are transmitted on their behalf by trust funds from other areas.

**Section 9:** Withholding taxes and social security deductions shall be based on the gross hourly wage. The hourly working dues shall be deducted from the gross hourly wages of ALL employees, Welfare, Pensions, Apprentice Fund, International Trust Institute, Construction Industry Development Board and N.E.M.I. contributions are Employer contributions and are not to be included as part of the taxable wage.

**Section 10:** Wages at the established rates specified herein shall be paid by payroll check, direct deposit, or cash in the shop or on the job at or before quitting time on Friday of each week and no more than five (5) days' pay will be withheld. However, employees when laid off shall be paid one (1) hour before layoff. When employees are laid off or discharged, they shall be paid by all employers in payroll check or other legal tender on the job immediately. Any wages owed will be mailed and postmarked within twenty-four (24) hours on the next regular work day after termination. Any sheet metal employee laid off or terminated who is not paid in full within twenty-four hours (determination will be the official U.S. Postal Service postmark) will receive fifty dollars (\$50.00) pay, plus an additional fifty dollars (\$50.00) pay for each day his check is not received or postmarked. There will be a seventy-five dollar (\$75.00) penalty fee for any check that is given to a member from an employer with insufficient funds and the employer must pay any additional charges incurred by the employee as a result of those insufficient funds.

If, at any time during the term of this Agreement, an Employer should pay an employee covered by this Agreement by a check, which for one reason or another fails to clear through the bank, said Employer is required to pay cash in the future.

**Section 11:** Journeymen sheet metal workers who report for work by direction of the Employer and are not placed at 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 12:** Each Employer covered by this Agreement who performs building trades work 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 13:** When it becomes necessary to man jobs with members from other localities, it shall be understood that in the laying off of sheet metal workers, members of the Akron District who have residence in the counties of that District shall have preference for the maintenance of their jobs, and be the last to be laid off from the job.

## **ARTICLE IX Tools/Transportation**

**Section 1:** Journeymen and apprentice sheet metal workers covered by this Agreement shall provide for themselves, the necessary tools listed in Addendum D.

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

## **ARTICLE X 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. 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 having jurisdiction over the parties 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 an equal number 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) calendar 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.

- a) Said grievance shall be reduced to writing stating the date the event occurred, the specific contract articles violated, Union members involved, Employer involved, job site location and any details allowing the Local Joint Adjustment Board to research said grievance before the hearing.
- b) The Union shall be required to notify any union member involved in said grievance of the date, time and location of grievance hearing. The contractors association shall be required to notify the employer involved in said grievance of the date, time and location of grievance hearing.

**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 Management Co-Chairman of the National Joint Adjustment Board. Appeals shall be mailed to the National Joint Adjustment Board.<sup>1</sup> Notice of appeal to the Panel shall be given within thirty (30) calendar 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 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-Chairman of the National Joint Adjustment Board. Such a right of appeal shall exist despite any contrary provision in the Agreement covering the area in which the work is performed.

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

**Section 4:** Grievances not settled as provided in Section 3 of this Article may be appealed jointly or by either party to the National Joint Adjustment Board. Submissions shall be made and decisions rendered under such procedures as may be prescribed by such Board. Appeals to the National Joint Adjustment Board shall be submitted within thirty (30) calendar 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 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. In grievances where the complaining/affected employee consented to and/or knowingly participated in the breach of this Agreement, no award of damages or other compensation to the participating employee can be rendered.

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<sup>1</sup>\*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 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 attorney's fees of the opposing parties in the legal proceedings.

**Section 7:** Failure to exercise the right to 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.

## **ARTICLE XI**

### **Apprentices**

**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 East Central Ohio SMACNA and half by the Union. There shall be a minimum number of four (4) trustees. Said Joint Apprenticeship and Training Committee shall formulate and make operative, such rules and regulations as they deem necessary and which do not conflict with the specific terms of this Agreement to govern eligibility, registration, education, transfer, wages, hours and working conditions of duly qualified apprentices and the operation of an adequate apprentice system to meet the needs and requirements of the trade. Such 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 mutually agreed by both parties hereto that they will individually and collectively cooperate to the extent that duly qualified apprentices be given every opportunity to secure proper technical and practical education experience in the trade under the supervision of the Joint Apprenticeship and Training Committee.

**Section 3:** It is the understanding of the parties to this Agreement that the funds contributed by signatory Employers to the International Trust 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:** The ratio of apprentice to journeyman shall be as follows: For two (2) journeymen employed, one (1) apprentice. When four (4) journeymen are employed, two (2) apprentices. Thereafter, it is agreed that the Employer shall be entitled to apply to the Joint Apprenticeship and Training Committee on the basis of one (1) apprentice for three (3) journeymen regularly employed throughout the year and said ratio shall govern the consideration and granting of apprentices by the Joint Apprenticeship Committee.

**Section 4(a): Jobsite Apprentice Manning Table:**

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

Maintaining a three (3) to one (1) apprentice ratio thereafter.

**Section 5:** All applicants for apprenticeship shall serve an apprenticeship of five (5) years. Such apprentices shall not be put in charge of work on any job and shall work under the supervision of a journeyman.

This does not imply that the apprentice must always be in sight of a journeyman sheet metal worker. Journeymen are not required to constantly watch the apprentice. Supervision will not be of a nature that prevents the development of responsibility and initiative.

Work may be laid out by the Employers designated supervisor or journeyman based on their evaluation of the apprentice's skills and ability to perform job tasks.

Apprentices shall be permitted to perform job tasks in order to develop job skills and trade competencies. Journeymen are permitted to leave the immediate work area without being accompanied by the apprentice.

Apprentices, who have satisfactorily completed the first four (4) years of related classroom training using the Sheet Metal Joint Apprenticeship Training curriculum and accumulated a minimum of

6,500 hours of OJT with satisfactory performance, shall be permitted to work alone on any job site.

**Section 6:** In addition to the training received on the job, apprentices in the program agree to attend school on their own time at least one (1) night per week or during the daytime as directed by the Committee. When a day school is initiated by the J.A.T.C. the apprentice, in addition to the training received on the job, agrees to attend school on his own time. The time spent in school (minimum 160 hours per year) shall be a part of his apprenticeship and is to be attended in each of the five (5) years of his apprenticeship.

**Section 7:** A graduated wage scale for apprentices shall be established and maintained on the following percentage basis of the established wage rate of journeymen sheet metal workers for:

All Apprentices presently in the program, advancement date will become the date of their indenture date.

First year:

45% of the journeyman taxable wage rate + 45% of journeyman's national pension fund contribution + health and welfare

Second year:

50% of journeyman taxable wage rate + 50% of journeyman's national pension fund contribution + \$0.76 local pension + applicable fringes

Third year:

55% of journeyman taxable wage rate + 55% of journeyman's national pension fund contribution + \$0.76 local pension + applicable fringes

Fourth year:

65% of journeyman taxable wage rate + 65% of journeyman's national pension fund contribution + \$0.76 local pension + applicable fringes

Fifth year:

80% of journeyman taxable wage rate + 80% of journeyman's national pension fund contribution + \$0.76 local pension + applicable fringes

**Section 8:** An Employer will not be entitled to a new apprentice if the Employer has an apprentice on lay off for lack of work.

## **ARTICLE XII Signature Page**

**Section 1:** This Agreement and Addenda, numbers A through U, attached hereto, shall become effective on the 1<sup>st</sup> day of August, 2013, and remain in full force and effect until the 31<sup>st</sup> May, 2017, 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.

**Section 2:** By execution of this Agreement, the Employer authorizes East Central Ohio SMACNA 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 the Agreement.

**Section 3:** Whenever in this Agreement a masculine noun or pronoun is used, it shall include the feminine case as well, whenever such interpretation is consistent with sound construction.

**Section 4:** If, pursuant to federal or state law, any provisions of this Agreement or Addendums 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.

**Section 5:** Notwithstanding any other provisions 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.

**IN WITNESS WHEREOF**, the parties hereto affix their signatures and seal this 1<sup>st</sup> day of August, 2013.

**FOR THE EMPLOYERS:  
EAST CENTRAL OHIO SMACNA**

By: \_\_\_\_\_  
Matt Fox, Chairman

By: \_\_\_\_\_  
Thomas Geopfert, Jr.

By: \_\_\_\_\_  
Paul Newman

By: \_\_\_\_\_  
Aaron Hall

**FOR THE UNION:  
INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL AND TRANSPORTATION  
WORKERS -LOCAL UNION NO. 33**

**AKRON DISTRICT AFL-CIO**

By: \_\_\_\_\_  
Michael Coleman, Business Manager/President

By: \_\_\_\_\_  
Keith Barker, Business Representative

By: \_\_\_\_\_  
Gerald Durieux, Business Representative

By: \_\_\_\_\_  
Brad Klausner, Business Representative

**BEING ADVISED THAT THE FOREGOING** is a true copy of the original Agreement signed by the Association and the Union as of the above named date, does now, as co-party of the first part, duly make and enter into the same co-jointly with the Association and the Union, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**IN WITNESS WHEREOF** the said Company does now co-sign this Agreement by the hand of its authorized Agent (or Agents), to wit, the undersigned.

SIGNED FOR THE \_\_\_\_\_  
(Name of Company)

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Federal Tax I.D.: \_\_\_\_\_

Workers' Compensation: \_\_\_\_\_

Email address: \_\_\_\_\_

**ADDENDUM A**  
**Referral**

**Section 1:** Any Employer in need of additional employees shall call the Union office or submit his request in writing.

**Section 2:** The Union agrees to furnish to the Employer or Employers parties hereto journeymen sheet metal workers in sufficient number as required by the Employer.

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

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

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

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

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

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

**Section 9:** Upon layoff or termination, the termination notice shall be completed and given to the employee at the time of such action and sent to the Union within a reasonable amount of time. The Notice of Termination from the SMART Code of Excellence Program will be used.

**ADDENDUM B**  
**Shift Work**

**Section 1 (a):** Shift work shall apply only on industrial and commercial work under conditions where the normal operation of the customer's or contractor's business will not permit the work to be done during the regular working hours, as provided for in this Agreement.

(b) All shift work shall only be permitted by mutual consent of both parties involved hereto, with notification by the Employer to the Union.

(c) Shift work may start any time after 12:00 midnight on Sunday, and Friday shift work will not start after 9:00 p.m. Friday night, and must be completed by 5:30 a.m. Saturday.

(d) For safety reason, no employee shall work alone, unless others are present.

(e) When a shift is required outside the regular workday, hours are to be paid on the basis of eight (8) hours pay for eight (8) hours work at the regular hourly rate of pay, plus two dollars and fifty cents (\$2.50) per hour shift differential to all journeymen and apprentices.

(f) First shift employees are not eligible for second or third shift work.

(g) When the shift extends beyond the scheduled quitting time of eight (8) hours, the overtime premium for the additional time is one and one half (1½) or two (2) times the taxable rate and the differential.

(h) Where employees are subject to health conditions, safety and as a job requirement, change in the starting time of the eight (8) hour day may be granted if mutually agreed upon by the Employer, the employee and the Business Manager or his representative.

### **ADDENDUM C**

#### **Foreman**

**Section 1:** On each job performed away from the shop, where three (3) or more men are employed, one (1) of these men shall be designated foreman and shall be paid one dollar and fifty cents (\$1.50) per hour over the regular journeyman's rate of pay. When the twelfth (12) man is assigned to a field job, a job superintendent shall be appointed at the rate of two dollars (\$2.00) per hour over the journeyman's rate of pay, and one (1) Foreman at one dollar and fifty cents (\$1.50). When the twentieth (20) man is employed, a general superintendent shall be appointed at four dollars (\$4.00) over the regular journeyman's rate of pay.

**Foreman-Shop-Shop-Foreman:** Will be paid a minimum of one dollar and seventy-five cents (\$1.75) over the journeyman scale.

All working foremen shall be members of the International Association of Sheet Metal, Air, Rail and Transportation Workers.

### **ADDENDUM D**

#### **Tool List**

**Section 1:** Journeymen and apprentice sheet metal workers covered by this Agreement shall provide for themselves, the following necessary hand tools. No employee shall furnish or rent any of his personal tools, scaffold, trucks or equipment.

1/4" Drive Set	Plumb Bob
Tool Box	Chalk Box
Screw Drivers	Combination Square
Tongs	Center Punches
Straight Snips	Tinner's Hammer
Small Whitney Punch	Scratch Awls
6' Folding Rule	Prick Punch
Crescent Wrench or Open End	Vise Grips
Claw Hammer	6" Torpedo Level
Aviation Snips (left & right)	Drift Pins
Dividers	Pliers
Dolly Bar	25' Tape
Pop Rivet Gun	Insulation Knife
Chisels	

**Section 2(a):** All additional tools to be furnished by the Employer. A member of Local Union No. 33 may carry a 100' extension cord, drill motor and/or battery drill, 24" level, and a caulking gun, if provided with such by the Employer.

**Section 2(b):** The Employer shall furnish all safety equipment, as per OSHA regulations.

**Section 2(c):** Probationary apprentices shall furnish a hammer, rule, screwdriver, pliers and aviation snips (right and left hand).

## **ADDENDUM E**

### **Zone Rates**

**Section 1:** If an employee is traveling in his personal conveyance, he shall receive mileage at the established IRS rate per mile. In addition, he shall receive all necessary room, board and expenses as agreed upon between the Employer and the employee for overnight expense beyond the seventy (70) mile radius.

**Section 2:** When driving from job to job during the scheduled working hours when the employee uses his own transportation, he shall be paid at the established IRS rate per mile, plus straight time.

**Section 3:** When the Employer, at his option, selects to transport the employees by public transportation, the Employer will bear the total cost of such transportation and the employee will receive actual straight time wages for his travel time involved.

**Section 4:** All reimbursement for travel expenses shall be listed as travel expenses and shown on the paycheck as such or paid separately. Such reimbursement for travel shall not be subject to any deductions or fringe benefits payments.

**Section 5:** Parking shall be paid by submitting validated parking tickets with time slip, if the Employer cannot arrange parking.

**ADDENDUM F**  
**Travel Outside of the Contractual Jurisdiction**  
**Before and After Quitting Time**

Employees driving or riding in the Employer's conveyance before starting time and after quitting time, employees driving or riding in the Employer's conveyance or driving or riding in his personal conveyance after leaving his contractual area shall be considered working and shall be compensated as follows:

The rate for driving shall be twelve dollars (\$12.00) per hour for all driving time and shall be paid for at time and one-half (1½) for such time as is outside of the regular eight (8) hour day, Monday through Friday, or for such time spent driving on Saturdays, Sundays, and Holidays.

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

Any employee traveling out of the jurisdiction of Local Union No. 33 and required by the Employer to remain overnight on a weekly basis, shall be paid in addition to the aforementioned schedule, "a per diem amount agreed upon by the Employer and the employee paid in advance to cover all necessary room, board and expenses on a seven (7) day basis, while employed in that area". The employee will furnish receipts to the contractor for all expenses incurred on the same seven (7) day basis.

Any employee riding or driving in his personal conveyance, when leaving his contractual area or out of the jurisdiction of Local Union No. 33, shall be compensated at the established IRS rate per mile for all miles driven to and from the jobsite using the shortest distance from where the employee leaves his home contractual jurisdiction or where he leaves the jurisdiction of Local Union No. 33.

**ADDENDUM G**  
**Standards for Installation**

Standards for sheet metal work shall be as published by the Sheet Metal and Air Conditioning Contractors National Association and maintaining such standards shall be the equal obligation of both the Employer and the sheet metal worker.

**ADDENDUM H**  
**Recognition and Scope**

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

**ADDENDUM I**  
**Unemployment and Workers' Compensation**

**Section 1:** It is agreed that each Employer covered by this Agreement shall furnish evidence of continuous Workers' Compensation coverage, of continuous Unemployment Compensation coverage and compliance with the Federal Social Security Act. Such evidence of coverage shall be filed by the Employer at the Union's office. Failure to supply such evidence on demand shall be a breach of this contract and the Union may, upon such breach, terminate the contract - it being specifically agreed that this paragraph is not covered by Arbitration under Article X of the Agreement between the Employer and the Union.

**ADDENDUM J**  
**Safety and Hygiene**

**Section 1:** The Employer is expected to comply with all requirements of Bulletin No. 202 of the Industrial Commission of Ohio.

**Section 2:** With the enactment of the Occupational Safety and Health Act of 1970, effective April 28, 1971, each Employer under the Act has the general duty to furnish each of his employees a place of employment free from recognized hazards.

**Section 3: Mandatory Safety Training:** All active journeymen and apprentices are required to maintain an up-to-date **30 Hour** OSHA safety card. This training shall be provided by the JATC. Any other safety training, as required by the local JATC and the Sheet Metal Contractors Association, shall be provided through the JATC or locally implemented safety program.

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

**Section 3(a):** An employee, who after receiving proper schooling and instructions, fails to comply with the Act, shall be subject to discharge.

**Section 4:** When six (6) men or more are continually employed (continually employed meaning six (6) weeks at a job site) arrangements shall be made for a warm, dry place to change clothes and eat lunch.

**Section 5:** Cool drinking water and reasonable sanitary facilities shall be made available on construction sites.

**Section 6(a):** The Employer shall carry Workers' Compensation Insurance irrespective of the number of employees he may have for the protection of the men employed by him. Each Employer is to furnish to Local Union No. 33 - Akron District, a copy of his certificate of Premium Payment covering Workers' Compensation.

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

**(c)** The contractor will furnish a signed copy of any accident report to the Union within seventy-two

(72) hours of any accident.

**Section 7:** The SMART Code of Excellence was adopted by the membership.

### **ADDENDUM K Shop or Job Steward**

**Section 1:** A Steward shall be promptly appointed by the Business Manager or his Representative, who shall notify the Employer or his Representative of such appointment within twenty four (24) hours by phone and confirmed within one (1) week by mail. The Steward shall be an employee who is working on the job and shall be a member of Local Union No. 33, Akron District. The Steward shall be retained as long as one (1) or more men are working on any operation, such job or shop, so long as he is qualified to perform such available work. The Steward shall not be interfered within the reasonable performance of his Union duties.

**Section 1(a):** Stewards shall have no authority whatsoever to call, order, or create a strike or work stoppage. The Steward shall report all serious matters to the Union Officers.

**Section 2:** The job or shop Steward shall be a working steward and shall perform the duties of a journeyman sheet metal worker and shall report to the Business Representative or to the office of Local Union No. 33 - Akron District, any violations of this Agreement. When employed at a construction site, the Steward shall be given adequate time on the job to check for any reported infraction of this Agreement. or work being done under the jurisdiction of the International Association of Sheet Metal, Air, Rail and Transportation Workers. Before the steward leaves his work assignment, he must report to his Foreman.

**Section 3:** In the event the Employer wishes to discharge or transfer a Steward, the Steward shall notify the Union. If the Business Manager or his Representative and the Employer or his Representative, cannot agree on discharge or transfer of the Steward, the Union shall, within forty-eight (48) hours, refer the matter to the Local Joint Adjustment Board, as provided in Section 2 of Article X. If this dispute is not settled by the Local Joint Adjustment Board, Section 3 and Section 4 of Article X shall be applicable to such dispute.

**Section 4:** When the Employer has three (3) or more journeymen sheet metal workers working overtime on a job site or shop, the Steward shall be one of the journeymen working overtime.

**Section 5:** The job or shop steward shall report to the office of Local Union No. 33 - Akron District all requests of Employers for overtime work and the names of journeymen and apprentices working overtime.

**Section 6:** The Steward is obligated to see if all employees on the job are in good standing with Local Union No. 33 - Akron District, and check to see whether all employees have the necessary hand tools as provided in Article IX, Section 1.



**ADDENDUM L**  
**Bonding/Benefit Language**

**Section 1: General:**

(1) The fringe benefit provisions contained in the following paragraphs of this Agreement shall apply to all Employer members of the Association as hereinbefore mentioned, all Employers who become signatory or bound by this Agreement, and all other Employers or Employers groups who become party to an Agreement relating to the fringe benefit programs described herein.

A check-off of dues and assessments, when approved by Local Union No. 33 - Akron District membership, will be made at anniversary dates of contract, plus a maximum of one more time per year if necessary. A forty-five (45) day notice is required. It shall be the Central Depository's duty to disperse the monies to the proper funds. This option shall also apply to Employer contribution to the Industry Fund.

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

- |                                   |                |
|-----------------------------------|----------------|
| (a) National Pension Fund         | (hours worked) |
| (b) International Trust Institute | (hours worked) |
| (c) NEMI                          | (hours worked) |
| (d) SMOHIT                        | (hours worked) |
| (e) SMWISF                        | (hours worked) |
| (f) Local Pension Fund            | (hours worked) |
| (g) Annuity Fund                  | (hours worked) |
| (h) Health & Welfare Fund         | (hours worked) |
| (i) Local Apprentice Fund         | (hours worked) |
| (j) Working Dues                  | (hours worked) |
| (k) CIDB                          | (hours worked) |
| (l) C.A.T. Reimbursement Fund     | (hours worked) |

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

(3) All participating Employers who are party to and bound by this Agreement shall be bound by the terms provisions and conditions of all Rules, Regulations and Resolutions and Amendments thereto promulgated by the Trustees of the aforesaid employee benefit plans in accordance with the aforesaid Trust Agreement, whether currently existing or promulgated during the terms of this Agreement.

(4) All participating Employers who are party to and bound by this Agreement hereby accept the

designations of the Employer Trustees of all said employee benefit plans and any successor Trustees appointed by the Association in accordance with the provisions of the Trust Agreement.

## **Section 2: Contributions:**

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

(a) **NATIONAL PENSION FUND:** The Employer agrees, in addition to wages contained in this Agreement, to contribute the amount of five dollars and eighty-nine (\$5.89) cents per hour for each hour worked effective August 1, 2013 to all employees covered by this Agreement, subject to change.

This Addendum L, Section 2(a) 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 the 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 (1 ½) 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 (20<sup>th</sup>) 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](http://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.

**(b) INTERNATIONAL TRAINING INSTITUTE:** Twelve cents (\$0.12) for hours worked by each employee of the Employer covered by this Agreement.

**(c) N.E.M.I.:** Three cents (\$0.03) for each hour worked by each employee of the Employer covered by this Agreement

**(d) S.M.O.H.I.T.:** 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.

**(e) S.M.W.I.S.F.:** One cent (\$0.01) per hour for each hour for which an employee receives pay.

**(f) LOCAL PENSION FUND:** The Employer agrees, in addition to wages contained in this Agreement, to contribute the amount of five dollars and eighteen (\$5.18) cents per hour for each hour worked to all employees covered by this Agreement, subject to change.

This Addendum L, Section 1 pertains to the Employer's obligation to contribute to the Sheet Metal Workers' Local Pension Fund ("LPF" or "Fund"), and is intended to implement the additional funding rules under the Employee Retirement Income Security Act of 1974, as amended, that apply to the LPF because its actuary has certified that it is in Critical Status.

The Employer will contribute to the LPF the amounts as set forth in this Agreement per hour for each hour of Covered Employment by an Employee of the Employer. Payment shall be made on or before the 20<sup>th</sup> day of the succeeding month and shall be remitted to the LPF office as designated by the Fund Trustees. The Parties agree to be bound by the terms of the plan and trust documents governing the LPF, including the Rehabilitation Plan or any Funding Improvement Plan, as well as schedules and amendments to the foregoing.

The Parties have adopted the LPF's 2011-2024 Preferred Schedule and agree to contribute consistent with the Contribution Rate requirements, including required increases set forth below

or in the Alternative Schedule. The 2011-2024 Preferred Schedule is incorporated by reference into this Agreement. For each year during the term of this Agreement, the Employer's LPF Contribution Rate will be determined by the 1<sup>st</sup> day of June of each such year and in the amount required for such year in the 2011-2024 Preferred Schedule.

**(g) ANNUITY FUND:** The Employer agrees in addition to wages contained in this Agreement to contribute two dollars and forty two cents (\$2.42) per hour for each hour worked to all employees covered by this Agreement, and fifty (50%) percent of the applicable amount to apprentices, as reflective on the wage sheet.

**(h) HEALTH AND WELFARE:** The Employer agrees in addition to wages contained in this Agreement to contribute the amount of six dollars and seventy-one cents (\$6.71) per hour for each hour worked by all employees covered by this Agreement; subject to change.

**(i) LOCAL JOINT APPRENTICE AND TRAINING COMMITTEE FUND:** Seventy-Four cents (\$0.74) per hour for each hour an employee works. To be administered by the J.A.T.C. Three cents (\$0.03) will be added June 1, 2014.

**(j) WORKING DUES ASSESSMENT:** The Employer agrees to deduct \_\_\_\_\_ per hour for each hour worked by every employee for Local Union No. 33, working dues assessment. Subject to change.

**(k) CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB),** formally the Labor Relations Division (LRD): It is hereby agreed between the parties that all Employers (including balance contractors) shall deposit twenty-seven (\$0.27) cents per hour for all hours worked by journeymen and apprentices. It is hereby agreed that over the course of the contract term, East Central Ohio SMACNA may vote to increase the contribution up to, but no more than thirty three cents (\$0.33) per hour for all hours worked.

The Construction Industry Development Board (CIDB) is employer funded and organized for the purpose of, but not limited to improving business conditions, for, and the advancement of, employers in the construction industry in the State of Ohio in accordance with the CIDB Trust Agreement.

Payments to the fund shall be in accordance with the instructions on the monthly contribution forms. If an Employer does not make this contribution, in lieu of it, he must contribute the same amount to the Local Apprenticeship Fund.

**(l) C.A.T. REIMBURSEMENT FUND:** Twenty cents (\$0.20) per hour for each hour an employee works. To be administered by the J.A.T.C

**(2)** The parties agree to be bound by separate Agreements and Declarations of Trust establishing the International Training Institute for the Sheet Metal and Air Conditioning Industry, the National Energy Management Institute Committee, the Sheet Metal Occupational Health Institute Trusts, and the separate Agreements and Declarations of Trust of all other local or national programs to which it has been agreed that contributions will be made. In addition, the parties agree to be bound by any

amendments to said trust agreements as may be made from time to time and hereby designate as their representatives on the Board of Trustees such Trustees as are named together with any successors who may be appointed pursuant to said Agreements.

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

**Section 3: Reporting Forms:** (1) All participating Employers shall report to the Administrator(s) of the aforesaid employee benefit plans, or such other duly appointed depository, for all hours paid (or otherwise contributed for) by all employees participating in the employee benefit plans on forms provided by the Trustees of the Plans. It shall be the obligation of the Employers to have and use the official reporting forms. If an employer maintains his payroll records and information on computer or other electronic equipment and desires to use and submit such forms, subject to rejection by the administrators, along with the official reporting forms.

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

**Section 4: Time of Payment:** (1) All Participating Employers shall remit all fringe benefit amounts due and owing on or before the fringe benefit payment date, which is hereby established as the \*\*\*15<sup>th</sup> day of each calendar month (or the first business day thereafter if the 15<sup>th</sup> day of the month is not a business day), for all hours in the prior calendar month. If the Participating Employer remits his payment by mail and the envelope is posted with a postage stamp, if the stamp is canceled by the U. S. Postal Service on or before the 15<sup>th</sup> day of the month (or the first business day thereafter if the 15<sup>th</sup> day of the month is not a business day), it shall be deemed to have been paid timely, regardless of the date of the actual receipt. If the Participating Employer remits his payments by mail and his envelope is posted with an office postage meter, the payment must be received by the 15<sup>th</sup> day of the month (or the first business day thereafter, if the 15<sup>th</sup> day of the month is not a business day) to be deemed paid timely. If the Participating Employer causes the fringe benefit payments to be delivered to the Union office or postmarked on or before the 15<sup>th</sup> day of the month (or business day), it shall be deemed paid timely.

\*\*\* A “wire transfer” provision shall be a voluntary provision. For those Contractors who use wire transfer money is due on the 20<sup>th</sup> (paying with check, money will be due on the 15<sup>th</sup>).

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

(3) If a Participating Employer has not remitted the total fringe benefit and payroll deductions due and owing to any Plan or Fund collected by the International Association of Sheet Metal, Air, Rail and Transportation Workers, Local 33 - Akron District and filed the official reporting forms by the

fringe benefit payment date as aforesaid, the said Employer shall be liable to the Trustees of each employee benefit plan as to which the said Employer is in default for liquidated damages in such amount as shall be established by the Trustees of each Plan by a promulgation of Rules and Regulations, in accordance with the Trust Agreements. The Trustees shall notify all Participating Employers of all promulgation's of Rules and Regulations establishing and revising the liquidated damage of charges and any terms, conditions and provisions thereof in advance of the enforcement thereof; but by acceptance and participating in this promulgation's on and after their effective dates.

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

(5) The contributions for the above plans shall be paid to Local Union No. 33 - Akron District at the Sheet Metal Workers' Benefit Funds, 12515 Corporate Drive, Parma, Ohio 44130. Contributions for the Pension Fund or any other Sheet Metal Workers' National Benefit Fund should be paid to Sheet Metal Workers' National Benefit Funds, \_\_\_\_\_.

**Section 5: Employers Delinquency Control:** (1) The Trustees of the several employee benefit plans may establish Payroll Reviews and/or Audit Programs, which shall be binding upon the parties, to permit a review of a Participating Employer's records by the Fund or an Agent of the Funds. The Trustees shall also have the right to determine who shall bear the cost of the review, provided, however, that if the review fails to disclose any current or past deficiencies, the Fund shall pay the cost of the review. The Trustees shall notify the Participating Employer, in writing, of their desire to review the Participating Employer's records, and allow sufficient notice for the Participating Employer to make available in his premises those payroll records and other records, reports and data reasonably necessary to conduct a review in order to determine whether contributions are being made in accordance with the collective bargaining agreement. The Trustees and their agents and employees shall conduct the review at such time and place and manner as to minimize the inconvenience to the Participating Employer; and they shall preserve the confidentiality of all information obtained.

(2) All Employers shall furnish evidence of bonding by an insurance company in the amount of twelve thousand dollars (\$12,000.00) at the office of the International Association of Sheet Metal, Air, Rail and Transportation Workers, Local Union No. 33 - Akron District, to assure prompt payment by the Employers to said fringe funds: Health and Welfare, Pension and other funds as required by this Agreement. Such bond shall be issued exclusively for the purpose of security payment of said fringe benefits. Those Employers employing three (3) to five (5) men shall be required to furnish a fifteen thousand dollars (\$15,000.00) bond. Those Employers employing six (6) to ten (10) men shall be required to furnish an eighteen thousand dollars (\$18,000.00) bond. Those Employers employing eleven (11) to fifteen (15) men shall be required to furnish a twenty thousand dollar (\$20,000.00)

bond and shall also be required to furnish an additional twelve thousand dollar (\$12,000.00) bond for each additional five (5) men in excess of fifteen (15) men, provided, however, that those Employers who have employed members of the Union during the preceding twenty-four (24) month period and who have made all of the payments aforementioned without default, are hereby exempt from furnishing a bond, until such time as they become in default. Upon becoming in default, an Employer will be required to furnish a bond which will be released at the expiration of first twenty-four (24) month period during which there has been no default. Any Employer who has provided written notification to Local Union No. 33 - Akron District that he has ceased employment within the jurisdiction of this Agreement shall be entitled to a release of the bond ninety (90) days after the payment of the aforementioned payments.

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

**(4) Right to Work Stoppage and Payment of Waiting Time:** Upon five (5) days' notice in writing by certified mail to the employer given by the Union that he is delinquent in any contributions and/or deductions under this Agreement and, citing all penalties, that his men will be withdrawn in order to enforce the payment of contributions and/or deductions due under this Agreement, employees will be withdrawn from the job to effect collection of delinquent contributions and/or deductions, and shall be paid a full day's wages for each day they are off the job until the Employer brings his payment current.

This remedy shall be in addition to all other remedies available to the Union and the Trustees may be exercised by the Union, anything in this Collective Bargaining Agreement to the contrary notwithstanding. Such withdrawal of employees to collect contributions to the Trusts Funds and Working Dues/Assessments shall not be considered a violation of this Agreement on the part of the Union and it shall not be a subject of arbitration. The provisions of this Section shall not be applicable to the collection of contributions of the Construction Industry Development Board.

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

**Section 6: Additional Provisions:** (1) In the event that any employee benefit plan provided for in this Agreement paid for by Participating Employer Contributions is reduced because of Governmental action, the net savings, if any, to said Employer attributable to said action shall be paid to the employee and/or Employer (in reverse order) as wages computed as an increase in the hourly rate of pay. The increase, if any, shall be effective as of the first day the action is effective. Net savings is hereby defined to be the difference between the cost of the Participating Employer's contribution to the funds, and the total cost of the Employer of the action which caused the reduction of the program. The Employer agrees that in the event the cost of benefits provided by the National Pension Fund shall be increased as a result of passage of federal or state legislation mandating changes in funding and/or vesting requirements, it will increase its contributions in an amount sufficient in the judgment of an actuary selection by the Trustees of the Pension Fund, to maintain at the current level and on a sound actuarial basis all benefits then being provided for present and prospective covered employees, said increase in contribution to commence on the first (1<sup>st</sup>) day of the month following the effective date

of the aforementioned legislation. Any increase shall be deducted from the total wage package. If all or any part of any fringe benefit (except Industry Fund) is dropped, it shall revert back to wages.

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

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

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

(5) In the event that the parties hereto desire to alter the allocation of funds from the overall economic wage package negotiated by the parties and reflected in this Agreement, to increase or decrease the amount of money being contributed to any and/or all of the existing employee benefit plans or deductions they may do so upon the express conditions precedent that: (a) the Trustees of any plan affected acknowledge and agree in writing, (b) the Union shall have the right to make changes for Health and Welfare and Pension contributions and any such change amends this Agreement and becomes effective upon the date requested by the Union, provided the Employer is given a forty-five (45) day notice of such change.

(6) If the International Association of Sheet Metal, Air, Rail and Transportation Workers, National Pension, or other funds fall below predetermined safe financial level of operation, then the contribution rate shall be increased by the amount determined to be needed by the Trustees, or benefits would be reduced to protect the safe financial level. Any increase shall be deducted from the total wage package, as per paragraph 2 of Section 1 of this Article.



**ADDENDUM M**  
**Business Representative**

The Business Manager, or his Representative, shall have the privilege during working hours to enter any shop, or to go on any job to transact whatever business they may have to perform, upon notification to the Company or the job site superintendent.

**ADDENDUM N**  
**Union Shop/Owner Member**

**Section 1:** A sheet metal shop or sheet metal business shall not be considered a union sheet metal shop or union sheet metal business unless the owners sign and remain parties to this Agreement, or an Agreement with the Local Union, or this Association, in whose jurisdiction such shop or business is located. No sheet metal shop or sheet metal business shall be recognized as union or entitled to the privileges or use of the shop card or label unless it permanently employs one or more journeymen sheet metal workers in good standing and with full membership in the International Association of Sheet Metal, Air, Rail and Transportation Workers on all work covered by Article I of this Agreement, and permits not more than one (1) stockholder, owner, partner, or other person directly or indirectly financially interested in the management of such shop or business to work with the tools of the trade and then in the shop only, unless he qualifies as an owner/member.

**Section 2:** The status of every Employer or owner/member shall be as set forth in the Constitution of the International Association of Sheet Metal, Air, Rail and Transportation Workers. Bargaining unit employees hereunder shall include owner/members, i.e., employees hereunder shall include **a)** officers, directors, or majority stockholders of a incorporated Employer, **b)** perform work covered by the terms of this Agreement, and **c)** are listed on the registration statement filed with the Sheet Metal Workers' National Pension Fund contributions on behalf of owner/ members is paid or entitled to payment. In any event, however, the Employer will contribute on the basis of the greater of all hours worked, or the minimum number needed to maintain health and welfare plan eligibility, but in no event shall the hours be less than 1,680 per year, for all applicable fringes.

**ADDENDUM O**  
**Utility Man**

Under no circumstances shall these people be hired in lieu of apprentices and if the Employer has the quota necessary for an apprentice, he must give the apprentice preference. No employee shall suffer a reduction in wages upon signing this Agreement.

At least three (3) journeymen sheet metal workers shall be employed before a utility man may be hired.

Before an additional utility man shall be employed, fifteen (15) journeymen sheet metal workers shall be employed.

Before a third utility man shall be employed, thirty (30) journeymen sheet metal workers shall be employed.

Before a fourth utility man shall be employed, sixty (60) journeymen sheet metal workers shall be employed.

Duties of a utility man shall include:

- a) Driving a truck
- b) Loading and unloading material at the shop and on the job site.
- c) Help distribute material within the building or on the job site.
- d) Cleaning up on the job site and in the shop.
- e) Painting in the shop.

The minimum hourly rate of pay for the utility man shall be thirty percent (30%) of the journeyman wage. The hourly contribution to the Tri-County Building Trades Welfare Fund shall be made on all hours worked by utility men.

The waiting list of approved apprentices may be utilized as a reservoir from which utility men may be drawn.

**ADDENDUM P**  
**Light Commercial**  
**Work for Prime Bidding Only**

**Section 1:** This work shall be included and performed under the Service Technicians and Residential Addendum, unless covered under special project agreement rates, or pre-determined building trades wage rates under the Davis Bacon Act, or work that is presently being performed under the Building Trades Agreement.

**Section 2:** This work shall be limited to new or existing construction of two (2) stories or less, (free standing buildings and strip stores), with a maximum of four (4) units, of no more than twelve and one half (12½) tons A.C. per unit, or four hundred thousand (400,000) B.T.U. of heating per unit, or five thousand (5,000) C.F.M. of ventilation per unit, with duct work of twenty (20) gauge or lighter.

**Section 3:** The Employer agrees that none but building trade's journeymen and apprentices, residential journeymen and trainees shall be employed on any work described in this Addendum, with one (1) building trade's journeyman to supervise the above. Except as noted herein, provided, however, that a building trades member may be voluntarily employed on such work as residential journeymen, provided no residential members are available, the building trades journeymen agrees and prior approval has been granted by the Union.

**ADDENDUM Q**  
**Special Contract Provisions**

All Specialty Agreements, such as the Service Technicians and Residential Fabricating and

Manufacturing or any other Addendums that may be developed, shall be available to all Employers signatory to this Agreement.

**ADDENDUM R  
Employee Assistance Program**

A Substance Abuse Testing Policy and an Employee Assistance Program is in place and any contractor signatory to this Agreement may voluntarily elect to participate in this program upon giving written notice to the Union and the Contractors Association.

**ADDENDUM S  
WAGES**

<b>YEAR</b>	<b>WAGES June 1st</b>	<b>JATC June 1<sup>st</sup></b>
<b>2013</b>	<b>1.45</b>	<b>.03</b>
<b>2014</b>	<b>1.50</b>	<b>.03</b>
<b>2015</b>	<b>1.50</b>	
<b>2016</b>	<b>1.50</b>	

## **ADDENDUM T**

### **INDUSTRIAL WAGE RATE**

This Addendum covers the rates of pay and working conditions of all employees of the Employer engaged in the fabrication, erection, installation, repairing, replacing and servicing of all heating and air conditioning systems, ventilation systems and architectural sheet metal work encompassing, but not limited to, the following scope of work:

When journeymen Sheet Metal Workers are employed at power plants, refineries, chemical plants, and co-generation plants, the industrial rate shall apply. If this established rate results in a condition which is not in the best interest of the Local Union or East Central Ohio SMACNA, the contractor may apply for Resolution 78 and that rate shall be waived. All other industrial type facilities that manufacture and/or perform a process relating to a finished product would require the Building Trades wage rate.

Unless this work is covered by any Agreement developed by Local No. 33 or building trades or another source, at which time those rates would apply. On all project agreements the percent will be figured on the Building Trades rate.

N.M.A: Job site work, fabrication work, and service rate, as granted by N.M.A. Policy Committee.

P.L.A: Job site work, fabrication work, and service rate, as prescribed in the Project Labor Agreement.

Any Resolution #78 relief granted in conjunction with a National Maintenance Agreement job or a Project Labor Agreement job will be posted in the shop.

Apprentices may be used in the shop fabrication for this type of work, at their applicable rate.

Anyone working on a building trade's site would be compensated at the building trade's rate.

**ADDENDUM U**  
**INDUSTRIAL FABRICATION AND MANUFACTURING ADDENDUM**  
**TO THE STANDARD FORM OF UNION AGREEMENT**  
**BETWEEN**  
**EAST CENTRAL OHIO SMACNA**  
**AND**  
**INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL AND**  
**TRANSPORTATION WORKERS**  
**LOCAL UNION NO. 33 - AKRON DISTRICT**  
**AFL-CIO**

This Addendum entered into this 1<sup>st</sup> day of August, 2013 by and between East Central Ohio SMACNA “Employer” and Local Union No. 33 - International Association of Sheet Metal, Air, Rail and Transportation Workers, 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 nonferrous metals, including other materials and in lieu thereof, as required for installation within the confines of an industrial, processing or manufacturing jobsite and defined in Section 2 of this Article.

**Section 2.** Section 1 of this Article relates to the fabrication only, of air pollution control systems, noise abatement materials and all other industrial work excluding air conditioning, heating and ventilating systems installed in building enclosures to provide human comfort and all 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.** In addition to work defined in Section 2 of this Article, fabrication of items or products normally manufactured under production agreements, permitted buy out items, and/or other items as may be mutually agreed to by the parties, may be included in the scope of this Addendum.

**Section 4.** The Employer assures the Union that every effort will be made to obtain all work covered by this Addendum and will attempt to secure such work as the turnkey contractor to design, fabricate and install. All work so obtained under this Addendum shall be assigned to members of the International Association of Sheet Metal, Air, Rail and Transportation Workers to fabricate and install.

**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 International Association of Sheet Metal, Air, Rail and Transportation Workers.

- 1) Whenever the Company subcontracts such products and/or equipment, it agrees to subcontract to a signatory contractor who employs journeymen and/or industrial sheet metal workers for this type of work. The signatory parties shall make every effort to arrange a mutually satisfactory jobsite hiring arrangement so as to make the signatory contractor as competitive as possible on the erection phase of the work.
  
- 2) Whenever the Company erects such work itself, it shall call upon the building and construction trades union affiliated with International Association of Sheet Metal, Air, Rail and Transportation Workers having jurisdiction over the area in which such work is to be performed to furnish it with men at the prevailing wages and conditions of said local union. The signatory parties shall make every possible effort to arrange a mutually satisfactory jobsite hiring arrangement so as to make the signatory contractor as competitive as possible on the erection phase of the work.
  
- 3) Whenever the Company sells such products and/or equipment directly to a general or specialty contractor or an owner, it shall furnish the Union with information on all such products on a mutually agreed upon basis. Such information shall include the type of products or equipment shipped, the date of shipment, name and address of consignee and/or location of delivery site.

**ARTICLE III**  
**(Rates and Classification)**

**Section 1.** Building trades journeymen sheet metal workers on the payroll of the Employer on the effective date of this Addendum, shall be accorded wages, fringes and other contractual conditions of employment as established in the local union basic or Standard Form of Union Agreement and as may be amended from time to time.

Building trades journeymen may be assigned to perform any work specified in Article I of this Addendum but must be assigned all supervision, pattern lay-out, detailed drawings, blue print and plan take-off and such other work as may be mutually agreed by both parties.

**Section 2.** Building trades apprentices on the payroll of the employer on the effective date of this Addendum or who may be, subsequently, employed for work under this Addendum, shall be accorded their respective applicable progression schedule with applicable wages, fringes and other contractual conditions as established in the local union basic or Standard Form of Union Agreement through and

to their graduation to journeymen.

**Section 3.** Sheet metal industrial workers may be assigned and supervised in the work outlined in Article I of this Agreement, with the exception of those items defined in Section 2 of Article I.

Sheet metal industrial workers on the payroll of the Employer on the effective date of the Addendum, or who may be subsequently, employed for work under this Addendum, shall be accorded wage rates commensurate with the existing industrial rates in the local geographical area, but in no case, less than those contained in the following progression scheduled.

Upon completion of the progression schedule, industrial workers shall be classified as industrial journeymen sheet metal workers. Wages for industrial journeymen shall be fifty-five percent (55%) of the building trades journeymen basic rate.

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

## **EMPLOYER PAID BENEFITS**

### **Health and Welfare:**

1) Monthly contribution rate is six dollars and seventy-one cents (\$6.71) per hour worked (or rate established by the Board of Trustees).

2) Monthly contributions are due in the collection office on or before the 20<sup>th</sup> of the month (not postmarked by the 20<sup>th</sup>, but in the Fund Office by the 20<sup>th</sup>).

3) The full monthly rate is due on each employee every month, regardless of the number of hours worked.

4) The full monthly rate is due on every member on the Employer's payroll as of the first day of the month.

5) New Employees: Will become eligible for benefits the 1<sup>st</sup> of the month following the month in which a contribution was made on his/her behalf.

6) Probationary Period: Even if an employee has not completed his/her thirty (30) day probationary period, and is on the Employer's payroll as of the 1st of the month, the Employer is still required to make the full monthly payment.

7) If the employee is then terminated or quits prior to the completion of his thirty (30) day probationary period, the Employer may request a refund of the contribution.

8) Termination of payments on an employee's behalf can take place in one of three ways:

a) Contributions for employees who are terminated for just cause, or who leave the employ of the Company of their own accord, will cease the last day of the month in which the event occurs.

b) Contributions for employees who are placed on layoff will cease sixty (60) days after the end of the month in which the layoff occurs.

c) Contributions for employees who are on medical leave due to injury or illness will cease ninety (90) days after the end of the month in which the illness or injury occurs.

In all cases, after one of the events listed above, all employees will be eligible for either a self-pay or will be offered their COBRA options.

**Section 3:** Employees on the payroll of the Employer on the effective date of this Addendum shall receive no reduction in hourly rate, fringes or contractual benefits provided in the existing local union agreement or Addendums due to the adoption of this Addendum.

a) The names of those employees referred to in Sections 1 and 2 of this Article and listed on the original Addendum shall be listed separately and attached to and duly incorporated as a part of this Addendum.

**Section 4:** Employment security shall be established for all employees referred to in Section 3(a) above. No employee listed in this Section shall be laid off so long as other employees are working at comparable work in the bargaining unit for the Employer, except as noted in subsection (a) of this Section. Termination of employees referred to in above Section 3(a) shall be only for insubordination, physical or practical inability to perform his job, prolonged or erratic unauthorized absence from work or lack of work.

Grievances arising out of this Section shall be processed through Article X of the Standard Form of Union Agreement.

a) In the event layoffs become necessary due to lack of work, employees listed in Section 3(a) above may be laid off in a manner that will maintain a constant percentage ratio of all employees.

In the event of recall, employees listed in Section 3(a) above, on layoffs, shall be recalled in their inverse order of layoff.

#### **ARTICLE IV (Union Security)**

**Section 1.** The Union agrees that membership in the Union will be made available to all on an equal basis without discrimination.



**Section 2.** 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 eight (8) days following the effective date of this Agreement, or beginning of their employment, whichever is later, subject to the provisions of the Labor-Management Relations Act of 1947, as amended.

**Section 3.** Upon receipt of written notice from the Union that an employee has not acquired or maintained membership in good standing herein, 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.

**Section 4:** Upon receipt of a signed individual authorization from any employee covered under this Agreement, the Company shall withhold from the employee's earnings, payment for union dues and other obligations under the terms and conditions specified in the individual's authorization. Deductions for any calendar month shall be remitted to the designated financial office of the Union as soon as possible after the 10th of the month or at the completion of the initiation fee based on the official authorization card signed by the employee. No initiation fees will be withheld until after the first full pay period following the 30<sup>th</sup> day of employment.

#### **ARTICLE V (Hours of Work-Overtime)**

**Section 1.** The regular working day shall conform to the basic Standard Form of Union Agreement, and all full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rates, as established in Article III by classification. All work performed outside the regular working hours and performed during the regular work week and all work performed on Saturdays shall be at one and one-half (1½) times the regular rate, except as provided in Sections 2 and 3 of this Article.

**Section 2.** All work performed on Sundays and holidays, as well as all work performed after twelve (12) consecutive hours in the shop, shall be paid for at two (2) times the employee's regular hourly rate of pay.

**Section 3.** The following days only shall be recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

**Section 4.** In the event shift work is/or becomes necessary, the pay conditions, therefore, shall be in accordance with the provision established in the local basic Standard Form of Union Agreement.

**Section 5.** 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 Fund)**

“Commencing with the day of mutual agreement and for the duration of this current Collective Bargaining Agreement between the said parties, and any renewal or extension 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, according to the Standard Form of Participation Agreement, which has been duly executed and is attached and made a part thereof as if set forth herein verbatim. (See Addendum L, Section 2(a).

**ARTICLE VII  
(Fringe Benefits)**

**Section 1:** “Commencing with the 1<sup>st</sup> day of August, 2013, and for the duration of this current collective bargaining agreement, and this attached Addendum between said parties and any renewal or extension thereof, the Employer agrees to make payments to the separate trusts, paid holidays, vacations and other benefits, as described in this Addendum.

The payment of, collection of, and the trust required for the fringe benefits of this Addendum, will be governed by the same terms and conditions described in Addendum L “Bonding and Benefit” Section of the building trades agreement.

**Section 2:** “Commencing with the 1<sup>st</sup> day of August, 2013, and for the duration of this collective bargaining agreement and any renewal or extensions thereof, the Employer agrees to make payments to the Tri-County Building Trades Health Fund, in accordance with the provisions, as outlined in Article III.”

**ARTICLE VIII  
(Promotion Fund)**

**Section 1:** The Employers agree to promote programs of industry, education, research and promotion in the industrial and air pollution control field. Such programs designed to expand the market for the services of the contractors and employees in the Sheet Metal Industrial and Air Pollution Industry, to promote, develop and support the training of employees and to acquaint customers, architects and engineers with the advantages of using the skills and abilities of the sheet metal industrial contractors and employees in any and all phases of the work.

**ARTICLE IX  
(Standard Form of Union Agreement)**

The Employer agrees to be bound by all of the provisions of the Standard Form of Union Agreement or local basic agreement with the exception of those Articles, Sections or provisions specifically altered or amended by this Addendum.

**ARTICLE X**

**Section 1:** This Addendum shall become effective this 1st day of August, 2013, and shall remain in full force and effect, and shall be in effect concurrently with the present building trade's agreement and any successor building trades agreement, except as provided in Article XII, Section 2 of the Standard Form of Union Agreement.

**ARTICLE XI  
INDUSTRIAL ADDENDUM/AKRON DISTRICT  
(Wages)  
Industrial Workers**

**Probationary Period:**

First 30 days	<b>\$9.00 (but not less than minimum wage) + no fringes</b>
Next 60 days	<b>55%</b> of the difference between the beginning wage and the industrial workers basic rate + health & welfare
After 90 days	55% of building trades + all applicable fringe benefits

**Applicable Fringes:**

Akron District Local Pension	\$0.61 per hour
Local Apprentice	\$0.23 per hour
National Pension	\$0.81 per hour
C.I.D.B.	\$0.27 per hour
Health & Welfare	\$6.71 per hour Subject to change by the Board of Trustees

**ALL FRINGES MUST BE PAID ON ALL HOURS WORKED.**

**ARTICLE XII**

Industrial Workers may be assigned to the field when proper permission is granted, in writing to the Business Manager, and agreed upon by the Union and the Employer, under Resolution #78, prior to the employees being assigned to work in the field.

**ARTICLE XIII  
ITEMS FOR MANUFACTURE**

1. Angle rings
2. Air filters for Process Systems
3. Air diffusers
4. Baskets
5. Bins
6. Breeching for process systems
7. Carts
8. Chutes
9. Collectors, dust and other particulate
10. Conveyors
11. Dryers
12. Dampers-fire & automatic
13. Evaporators
14. Fabricated Pipe
15. Fans
16. Guards
17. Grating
18. Hangers
19. Hoods
20. Louvers
21. Make up air dust & components for process systems
22. Mixing (attenuation boxes)
23. Ovens
24. Pans
25. Plastic skylights
26. Platforms
27. Plenums (double wall panel)
28. Radiator & air conditioning unit enclosures
29. Railings
30. Sound attenuators
31. Special industrial production parts
32. Spray booths
33. Stacks for process systems
34. Structural supports
35. Tanks
36. Trenches
37. Ventilators
38. Washers

**IN WITNESS WHEREOF**, the parties hereto affix their signature and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
(Name of Company)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Please print name)

\_\_\_\_\_  
(Title)

Federal I.D. number: \_\_\_\_\_

Workers Compensation Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

**LOCAL UNION NO. 33 - AKRON DISTRICT  
INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL AND  
TRANSPORTATION WORKERS**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Please print name)

\_\_\_\_\_  
(Title)