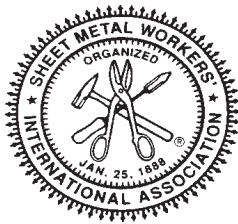


AGREEMENT

Between

**SHEET METAL WORKERS'
LOCAL UNION NO. 33
INTERNATIONAL ASSOCIATION**



**Agreement by and Between
THE SHEET METAL AND ROOFING CHAPTER
OF EASTERN OHIO AND WESTERN
PENNSYLVANIA**

and

**LOCAL UNION NO. 33
YOUNGSTOWN DISTRICT**

June 1, 2012 - May 31, 2015

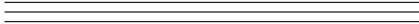


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**SHEET METAL, ROOFING, VENTILATING AND
AIR CONDITIONING CONTRACTING DIVISIONS
OF THE CONSTRUCTION INDUSTRY**

Preamble

This Agreement entered into this 1st day of June, 2012, by and between **SHEET METAL AND ROOFING CONTRACTORS CHAPTER OF EASTERN OHIO AND WESTERN PENNSYLVANIA**, hereinafter referred to as the Employer, and **LOCAL UNION No. 33 - YOUNGSTOWN DISTRICT of SHEET METAL, AIR, RAIL and TRANSPORTATION ASSOCIATION**, hereinafter referred to as the Union for Mahoning, Trumbull and Columbiana Counties in Ohio; and Mercer County in Pennsylvania.

**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 non-ferrous 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, balancing and servicing, unless presently represented by an AFL-CIO

Building Trades affiliate, of all air handling equipment and duct work; (d) the preparation of all shop and field sketches used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches; and (e) all other work included in the jurisdictional claims of the Sheet Metal, Air, Rail and Transportation Association.

SECTION 2: The Employer agrees to furnish, within thirty (30) days of request by the Union and Sheet Metal Roofing Contractors Chapter, 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 job within the bounds of Local Union No. 33.

**ARTICLE II
Subcontracting**

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

SECTION 2: Subject to other applicable provisions of this Agreement, the Employer agrees that when subcontracting for prefabrication of materials covered herein, such prefabrication shall be subcontracted to fabricators who pay

their employees engaged in such fabrication not less than the prevailing wage for comparable sheet metal fabrication, as established under provisions of this Agreement.

**ARTICLE III
Hiring Employees**

SECTION 1: The Employer agrees that none but journeymen, 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 a written letter of assignment on the employer's letterhead for certain specified items of work to be performed at a job site prior to commencement of work at the site. List of such specific items, which may be revised from time to time, as agreed to by and between SMACNA and SMWIA, shall be provided to the Employer.

**ARTICLE IV
Furnishing Employees**

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

**ARTICLE V
Union 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 the 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 reduce the time within which an employee may be required to acquire Union membership, such reduced time limit shall become immediately effective instead of, and without regard to, the time limit specified in Section 1 of this Article.

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

ARTICLE VI Working Day

SECTION 1: The regular working day shall consist of

each eight (8) hours labor in the shop or on the job between seven (7:00) a.m. and three thirty (3:30) p.m., or seven thirty (7:30) a.m. and four (4:00) p.m., or eight (8:00) a.m. and four thirty (4:30) p.m., or eight thirty (8:30) a.m. and five (5:00) p.m., with one half (½) hour unpaid lunch at the midpoint of the time frame, and the regular working week shall consist of five (5) consecutive eight (8) hour days labor in the shop or on the job, beginning with Monday and ending with Friday of each week. All full time or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate, except as otherwise provided pursuant to Section 4 of this Article.

Starting Time: Starting time may be changed by mutual agreement between the men, the Employer and the Union. See Addendum E.

SECTION 2: A four day week of four (4) ten (10) hour days can be initiated by mutual agreement between the Employer, the men, and the Union. Such schedule shall be worked at straight time only. Overtime shall be paid at the rate of time and one half (1½) for all hours worked in excess of ten (10) hours in any work day. Work week defined as Monday through Friday.

If in any week less than forty (40) hours are worked, the Employer shall have the option of scheduling a make up day on Friday, to be worked at straight time rates up to forty (40) hours for that week. All additional work hours are at the overtime rate.

If work is scheduled on Friday, it will be for a minimum of

eight (8) hour shift. Once this agreement is implemented, it shall last for the duration of the job, provided conditions warrant.

Coffee privilege of ten (10) minutes in the morning and ten (10) minutes in the afternoon will be granted to each employee. This is to be worked out in each job or shop by majority rule.

SECTION 3: 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 as follows: Sundays and holidays shall be at two (2) times the regular rate.

Friday after Thanksgiving, Veterans Day and Election Day, or days locally observed as such, shall be recognized as voluntary holidays. An employee will have the option to work on these days. The Employer will not discriminate against or punish any employee for not working. Any employee who chooses to work on these days will be paid at his normal rate of pay.

All work performed in the 9th, 10th, 11th and 12th hour and the first twelve (12) hours on Saturday shall be paid at one and one half (1 ½) the regular hourly rate. All other overtime shall be at the double time (2) times rate.

SECTION 4: 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 or employee to the local Union in advance of

scheduling such work. Preference on overtime and holiday work shall be given to men on the job on a rotation basis so as to equalize such work as nearly as possible.

SECTION 5: Shift work and the pay and conditions therefore shall be only as provided in written addenda attached to this Agreement. Energy conservation, retrofit work performed outside the regular work day in occupied buildings shall be performed under shift work conditions to be established by the local parties or by the National Joint Adjustment Board on the request of either party, if not locally provided. See Addendum E.

ARTICLE VII Travel

SECTION 1: When employed in a shop or on a job within the contractual referral point of Local No. 33 - Youngstown District, employees shall be governed by the regular working hours specified herein and shall provide for themselves necessary transportation within the said limits from home to shop or job at starting time and from shop or job to home at quitting time, and the Employer shall provide, or pay, for all necessary additional transportation during working hours.

SECTION 2: When employed outside of the limits specified in Section 1 of this Article, and within the contractual referral point, employees shall provide transportation for themselves which will assure their arrival at the limits specified in Section 1 of this Article at regular starting time, and the Employer shall provide or pay for all additional transportation for such jobs, including

transportation from such job back to the limits specified in Section 1 of this Article, which will assure arrival at such limits at quitting time. As an alternative to the foregoing method, travel expense may be paid by a zone or other method of payment. If this alternative method is used, it will be as provided in a written addendum attached hereto. See Addendum D.

ARTICLE VIII 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 I of this Agreement shall be as per wage schedule. See Addendum C, except as hereinafter specified in Section 2 of this Article.

SECTION 2: On all work specified in Article I of this Agreement, fabricated and/or assembled by journeymen sheet metal workers, apprentices and/or pre-apprentices within the jurisdiction of this Union, or elsewhere, for erection and/or installation within the jurisdiction of any other local Union affiliated with the Sheet Metal, Air, Rail and Transportation Association, whose established wage scale is higher than the wage scale specified in this Agreement, the higher wage scale of the job site Union shall be paid to the journeymen employed on such work in the home shop or sent to the job site. All HVAC work for human comfort fabricated in the shop will be identified as to its original destination.

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

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

SECTION 4: The provisions of Section 2 of this Article shall not be applicable to AIR POLLUTION CONTROL SYSTEMS fabricated for the purpose of removing air pollutants, excluding air conditioning, heating and ventilating systems. In addition, the provisions of Section 2 of this Article will not be applicable to the manufacture of spiral pipe and fittings 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 I of this Agreement to be performed outside of the area covered by this Agreement and within the area covered by another Agreement with another Union affiliated with the Sheet Metal, Air, Rail and Transportation Association, and qualified sheet metal workers are available in such area, he may send no more than two (2) sheet metal workers per job into such area to perform any work which the Employer deems necessary, both of whom shall be from the Employer's home jurisdiction. All additional sheet metal workers shall come from the area in which the work is to be performed. Journeymen sheet metal workers covered by this Agreement 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 Sheet Metal, Air, Rail and Transportation Association covering the area, then the minimum conditions of the home local Union shall apply.

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

SECTION 8: Welfare benefit contributions shall not be duplicated. When sheet metal workers are employed temporarily outside the jurisdiction of their home local Union, the parties signatory to this Agreement agree to arrange through the Health and Welfare Trust Fund to transmit health and welfare contributions, made on behalf of the employee, to the Health and Welfare 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: Wages at the established rates specified herein shall be paid cash or check in the shop or on the job at or before quitting time on Wednesday or Friday of each week, and no more than three (3) days' pay will be withheld. However, employees when discharged shall be paid in full. See Addendum C.

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

SECTION 11: Each Employer covered by this Agreement shall employ at least one (1) journeyman sheet metal worker who is not a member of the firm on all work

specified in Article I of this Agreement.

SECTION 12:

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

(b) The Employer shall pay the Sheet Metal and Air Conditioning Contractors' National Industry Fund of the United States (IFUS) seven cents (\$0.07) per hour for each hour worked on and after the effective date of this Agreement by each employee of the Employer covered by this Agreement. Payment shall be made on or before the 15th day of the succeeding month and shall be remitted to IFUS, 4201 Lafayette Center Drive, Chantilly, Virginia 20151-1209, or for the purpose of transmittal, through Sheet Metal and Roofing Chapter of Eastern Ohio and Western Pennsylvania.

(c) The IFUS shall submit to the Sheet Metal, Air, Rail and Transportation Association, not less often than semi-annually, written reports describing accurately and in reasonable detail the nature of activities in which it is engaged or which it supports directly or indirectly with any of its funds. One time per year, the IFUS shall include in

such written report a financial statement, attested to by a certified public accountant containing its balance sheet and detailed statement of annual receipts and disbursements. Further specific detailed information in regard to IFUS activities or its receipts and/or expenditures shall be furnished to the Sheet Metal, Air, Rail and Transportation Association upon written request.

(d) Grievances concerning use of IFUS funds for purposes prohibited under Section 12(a) or for violations of other subsections of this Section may be processed by the Sheet Metal, Air, Rail and Transportation Association directly to the National Joint Adjustment Board under the provisions of Article X of this Agreement. In the event such proceeding results in a deadlock, either party may, upon ten (10) days notice to the other party, submit the issue to final and binding arbitration. The Arbitrator shall be selected by the Co-Chairmen of the National Joint Adjustment Board. The Arbitrator shall be authorized to impose any remedial order he deems appropriate for violation of this Section, including termination of the Employer's obligation to contribute to the IFUS. The authority of the Arbitrator is expressly limited to a determination of a deadlocked issue under this Section. (Section 12, Article VIII), and no other.

SECTION 13:

(a) Contributions provided for in Section 13(b) of this Article will be used to promote programs of industry education, training, negotiation and administration of collective bargaining agreements, research and promotion, such programs serving to expand the market for the services of the Sheet Metal Industry, improve the technical

and business skills of Employers, stabilize and improve Employer-Union relations, and promote, support and improve the employment opportunities for employees. No part of any such payments, however, shall be used for any other purpose except as expressly specified above.

(b) Local Industry Fund. The Employer shall pay to the Local No. 33 - Youngstown District Administration and Collection Agency, Inc., twenty nine cents (\$0.29) per hour for each hour worked on or after the effective date of this Agreement by each employee of the Employer covered by this Agreement. Payment shall be made monthly on or before the 15th day of the succeeding month, with a forty cents (\$0.40) maximum contribution level, including ten cents (\$0.10) IFUS.

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

(d) Grievances concerning use of local industry fund monies to which an Employer shall contribute, for purposes prohibited under Section 13(a) or for violations of other subsections of this Section, shall be handled under the

provisions of Article X of this Agreement. The National Joint Adjustment Board shall be authorized to impose any remedial order for violation of this Section, including termination of the Employer's obligation to contribute to the Local Industry Fund.

SECTION 14: Effective as of the date of this Agreement, the Employers will contribute to the International Training Institute for the Sheet Metal and Air Conditioning Industry (ITI) twelve cents (\$0.12) per hour for each hour worked by each employee of the Employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the ITI, or for purposes of collection and transmittal through, (See Addendum F, Section 4 (e)).

Effective as of the date of this Agreement, the Employers will contribute to the National Energy Management Institute Committee (NEMIC), a jointly administered trust fund, three cents (\$.03) per hour for each hour worked by each employee of the Employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the NEMIC, or for purposes of collection and transmittal through (See Addendum F, Section 4, (e)).

Effective as of the date of this Agreement, the Employer will contribute to the Sheet Metal Occupational Health Institute Trust (SMOHIT) two cents (\$0.02) per hour for each hour worked by each employee of the Employer covered by this Agreement until the Institute Trustees

determine that the Trust is financially self sufficient. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the Institute, or for purposes of collection and transmittal through (See Addendum F, Section 4 (e).

**ARTICLE IX
Personal Tools**

SECTION 1: Journeymen and apprentice sheet metal workers covered by this Agreement shall provide for themselves all necessary hand tools. See Addendum G, Section 6 (a).

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 automobile or other conveyance to transport men, tools, equipment or materials from shop to job, from job to job, or from job to shop; facilities for such transportation to be provided by the Employer. This provision shall not restrict the use of an automobile or other conveyance to transport its owner and personal tools from home to shop or job at starting time or from shop or job to home at quitting time.

**ARTICLE X
Grievances**

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

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

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

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

Notice of appeal to the Local Joint Adjustment Board shall be given within thirty (30) days after termination of the

procedures prescribed in Section 1 of this Article, unless the time is extended by a mutual agreement of the parties.

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

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

SECTION 4: Grievances not settled as provided in Section 3 of this Article may be appealed jointly or by either party to the National Joint Adjustment Board.

Submissions shall be made and decisions rendered under such procedures as may be prescribed by such Board. Appeals to the National Joint Adjustment Board shall be submitted within thirty (30) calendar days after termination of the procedures described in Section 3 of this Article. (Copies of the procedures may be obtained from the National Joint Adjustment Board, 4201 Lafayette Center Drive, Chantilly, VA 20151-1209).

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

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

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

Adjustment Board shall be final and binding.

ARTICLE XI
Joint Apprentice Committee

SECTION 1: All duly qualified apprentices shall be under the supervision and control of a Joint Apprenticeship and Training Committee composed of eight (8) members, four (4) of whom shall be selected by the Employer, and four (4) by the Union. Said Joint Apprenticeship and Training Committee shall formulate and make operative such rules and regulations as they may deem necessary and which do not conflict with the specific terms of this Agreement, to govern eligibility, registration, education transfer, wages, hours, working conditions of duly qualified apprentices and the operation of an adequate apprentice system to meet the needs and requirements of the trade. Said rules and regulations when formulated and adopted by the parties hereto shall be recognized as part of this Agreement. See Addendum I.

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

SECTION 3: It is the understanding of the parties of this Agreement that the funds contributed by signatory Employers to the International Training Institute and any Local Joint Apprenticeship and Training Fund (Local JATC) will not be used to train apprentices or journeymen who will be employed by Employers in the sheet metal industry not signatory to a collective bargaining agreement providing for contributions to the International Training Institute and a Local JATC. Therefore, the trustees of the International Training Institute and Local JATC shall adopt and implement a Scholarship Loan Agreement Program which will require apprentices and journeymen employed by signatory Employers to repay the cost of training, either by service following training with the Union sector of the industry, or by actual repayment of the cost of training, if the individual goes to work for a non-signatory Employer in the Sheet Metal Industry. The cost of training shall include the reasonable value of all International Training Institute and Local JATC materials, facilities and personnel utilized in training. If a Local JATC does not implement the Scholarship Loan Agreement, the Local JATC shall be prohibited from utilizing International Training Institute materials and programs.

SECTION 4: It is hereby agreed that the Employer shall apply to the Joint Apprenticeship and Training Committee and the JATC shall grant apprentices on the basis of one (1) apprentice for the first two (2) journeymen, two (2) apprentices for four (4) journeymen, three (3) apprentices for seven (7) journeymen employed and then a 1 - 3 ratio thereafter for each journeyman regularly employed through the year. However, an Employer will not be entitled to a

new apprentice if the Employer has an apprentice on layoff for lack of work. The fifth year apprentice will be counted in the journeyman ratio only. The local JATC reserves the right to deny supplying apprentices to a contractor for just cause.

SECTION 5: All applicants accepted for the apprenticeship will serve an apprenticeship of five (5) years and such apprentices will not be in charge of work on any job and shall work under the supervision of a journeyman for the first four years of their apprenticeship. (See Addendum G, Section 3)

SECTION 6: This Section shall not have the effect of reducing the wage progression schedule of any apprentice who was indentured prior to the effective date of this Agreement. See Addendum C. See Addendum I.

**ARTICLE XII
Standard Form**

SECTION 1: This Agreement and Addendum A through O, attached hereto, shall become effective on the 1st day of June, 2012, and remain in full force and effect until the 31st day of May, 2015, and shall continue in force from year to year thereafter unless written notice of reopening is given not less than ninety (90) days prior to the expiration date. In the event such notice of reopening is served, this Agreement shall continue in force and effect until conferences relating thereto have been terminated by either party by written notice.

SECTION 2: If, pursuant to federal or state law, any

provision of this Agreement shall be found by a court of competent jurisdiction to be void or unenforceable, all of the other provisions of this Agreement shall remain in full force and effect. The parties agree to meet and negotiate a substitute provision.

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

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

SECTION 5: By execution of the Agreement the Employer authorizes Sheet Metal and Roofing Contractors Chapter of Eastern Ohio and Western Pennsylvania 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 dates of the

Agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures and seal this 1st day of June, 2012.

THIS STANDARD FORM OF UNION AGREEMENT HAS PROVIDED FOR A FIVE (5) YEAR APPRENTICE PROGRAM. THE PURPOSE OF THIS IS TO MAKE CONTRACTORS MORE COMPETITIVE WITH NON-UNION COMPETITION TO ACHIEVE THAT OBJECTIVE; EMPLOYERS AGREE TO MINIMIZE MULTIPLE MARK-UPS.
SHEET METAL AND ROOFING CONTRACTORS CHAPTER OF E. OHIO AND W. PENNSYLVANIA

(Name of Company)
By: _____
(Signature of Officer or Representative)
Print Name: _____
Title: _____
Address: _____
Telephone: _____
Fax: _____
Email address: _____
Federal Tax I.D.: _____

Workers' Compensation: _____

Date: _____

LOCAL UNION No. 33 - YOUNGSTOWN DISTRICT OF SHEET METAL, AIR, RAIL, and TRANSPORTATION ASSOCIATION

By: _____
(Signature of Officer or Representative)

Date: _____

ADDENDUM A
Scheduling the Work

SECTION 1: The Employer shall schedule the work in such a manner that employees covered by this Agreement may perform the work in a more efficient and safe manner, thereby improving productivity. The Employer will determine the number of employees, necessary tools and equipment required, and will have such tools, other than those provided by the employee, and the equipment on the job site before beginning work.

ADDENDUM B
Furnishing Employees

It is mutually agreed among the parties hereto that the following conditions shall govern all referrals of applicants for all positions within the scope of the Agreement between the parties dated the 1st of June, 2012, and shall supersede any contract provisions which may be contained in said Agreement.

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 may be necessary to properly execute the work contracted for by the Employer or Employers in the manner and under the conditions specified in this Section.

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. When hiring four (4) or more men from the hall, every fourth person, if qualified and available, will be over the age of fifty (50).

SECTION 4: The Employer 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 - Youngstown 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 name, address, telephone number, social security number, etc. He will also receive an authorization for working dues deduction, savings deductions.

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 Article V of the Standard Form of Union Agreement.

SECTION 7: The Employer shall have the right to recall a former employee provided a period of no more than ninety (90) days has expired. A journeyman may solicit his own job, providing when he secures such a job, he obtains a referral slip from the Union Hall.

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 applicants for employment are customarily posted.

ADDENDUM C
Wages

SECTION 1:

(a) 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 Local No. 33 - Youngstown District shall be as shown in Addendum O. (Wage sheets)

(b) The payment of wages shall be accompanied by an itemized statement showing total earnings and the amount and purpose of each deduction.

(c) The Business Manager or his Representative, Stewards or any member of the Local No. 33 - Executive Board shall have the right to inspect all employees' pay stubs.

(d) Fringes to be as shown on Wage Sheet – Addendum O. Local No. 33 - Youngstown District may use negotiated increase to supplement any existing Fund or those mutually agreed upon by the Joint Adjustment Board.

(e) One (1) man sent outside the jurisdiction of Local No. 33 - Youngstown District on the same job exceeding five (5) consecutive working days shall be classified as a lead man and shall receive ninety five cents (\$0.95) per hour above scale. Lead man wages will be paid from the start of such jobs.

SECTION 2: On any project in excess of 300 field hours, the following conditions will apply:

(a) Upon request from the union the company will supply the union with the job name, job location and the name of the lead man, foreman and/or General foreman on the project. If that individual leaves the project prior to the completion of the project, the union will be notified of the name of that individual's replacement if requested.

(b) On a project employing one (1) to four (4) men, one (1) man on the project will be classified as a lead man and will receive one dollar and twenty cents (\$1.20) per hour above the regular established rate of the journeyman.

(c) On a project employing five (5) or more men (1) man shall be classified as foreman and shall receive two dollars (\$2.00) per hour above the regular rate of journeymen.

(d) When 10 or more men are employed on one job site, one man will be classified as a general foreman and receive two dollars and thirty five cents (\$2.35) per hour above the regular established rate of the journeyman. Each additional 10 men on the project will require an additional lead man.

SECTION 3: In every shop where there are five (5) or

more men regularly employed, one (1) man will be a shop foreman and will receive two dollars (\$2.00) per hour above the regular established rate of the journeyman.

SECTION 4: On Call

On Call: When an employee is on call, Monday through Friday, he will receive an additional twelve dollars (\$12.00) a day. If an employee is on call, Saturday, Sunday or Holidays, he will receive an additional fifteen dollars (\$15.00) a day for each day he is on call.

An alternative compensation may be offered in lieu of On Call pay. This compensation will be no less than the On Call pay and will be approved by the Youngstown Business Agent and the Employers Representative. If an agreement cannot be reached, On Call pay will apply.

SECTION 5: Apprentices (hired prior to June 1, 2012)

1st full year - 45% of journeyman rate (minus \$0.99 National Pension) + Health & Welfare/Supplement/MSA & National Pension of ninety nine cents (\$0.99)

2nd full year - 55% of journeyman rate + 25% of the journeyman's annuity contribution + local pension contribution of fifty five cents (\$0.55) + all other applicable fringes

3rd full year - 60% of journeyman rate + 25% of the journeyman's annuity contribution + local pension contribution of fifty five cents (\$0.55) + all other applicable fringes

4th full year - 65% of journeyman rate + 50% of the journeyman's annuity contribution + local pension contribution of fifty five cents (\$0.55) + all other applicable fringes

5th full year - 70% of journeyman rate + 50% of the journeyman's annuity contribution + local pension contribution of fifty five cents (\$0.55) + all applicable fringes

Apprentices (hired after June 1, 2012)

1st full year - 45% of journeyman rate + Health & Welfare only* + 45% of the National Pension

2nd full year - 55% of journeyman rate + 25% of the journeyman's annuity contribution & local pension contribution + all other applicable fringes*

3rd full year - 60% of journeyman rate + 25% of the journeyman's annuity contribution & local pension contribution + all other applicable fringes*

4th full year - 65% of journeyman rate + 50% of the journeyman's annuity contribution & local pension contribution + all other applicable fringes*

5th full year - 70% of journeyman rate + 50% of the journeyman's annuity contribution & local pension contribution + all applicable fringes*

*Medical Savings Account and Supplement are not applicable fringes.

ADDENDUM D
Travel Expense

SECTION 1: Any employee riding or driving in his personal conveyance, when leaving his contractual area or out of the jurisdiction of Local 33, shall be compensated at the IRS established rate per mile for all miles driven to and from the jobsite. All mileage and driving time will be calculated by Streets and Trips, MapQuest or equivalent.

SECTION 2: Whenever the company furnishes the transportation, the employee shall be at the shop at starting time to start loading his truck. He shall not leave the shop before starting time. He shall not leave the job before quitting time. The responsibility for compliance with this provision shall fall to both the employee and the Employer.

SECTION 3: Employees driving or riding in the Employer's conveyance before starting time and after quitting time, employees driving or riding in the employer's conveyances 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 ten dollars and sixty cents (\$10.60) per hour for all driving time and shall be paid for at time and one half for such time as is outside of the regular eight (8) hour day Monday through Friday, or for such time spent driving on Saturday, Sundays and Holidays, as computed by the contractor using Streets and Trips, MapQuest or equivalent from the jurisdictional line of the Youngstown District.

This compensation, as outlined in these Sections, shall be paid to each individual on 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, all necessary room, board and expenses on a seven (7) day basis while employed in that area. If accommodations are not within thirty (30) minutes, per MapQuest, of travel time to and from the jobsite, travel time will be paid to all employees to and from the project each work day.

Any employee traveling out of the Youngstown District contractual area over one hundred (100) miles in one direction, (as computed by Streets and Trips, MapQuest or equivalent) shall have the option to remain overnight on a weekly basis; and shall be paid in addition to the aforementioned schedule, all necessary room, board and expenses on a seven (7) day basis while employed in that area.

SECTION 4: Whenever an employee using his transportation reports to the shop and then to the job, or from job to job, or job to shop, he shall receive the IRS established rate per mile for all miles traveled.

SECTION 5: Room and Board shall be based on seven (7) days a week, if job warrants it. He shall receive the IRS established rate per mile if he uses his own transportation to and from the job at starting and completion of the job, or whenever the Employer recalls the employee from the job before completion time.

SECTION 6: “In lieu of the travel compensation outlined in Section 5, the following travel compensation may be paid: If a job required that an employee remains out of his jurisdiction longer than one week, the employee may travel back to his jurisdiction on the weekends using the contractor's vehicle, gas, oil, etc., and be paid fifteen cents(\$0.15) per mile from the shop to the job site and from the job site to the shop, using Streets and Trips, MapQuest or equivalent.

SECTION 7: All mileage and driving time will be calculated by the contractor using Streets and Trips, MapQuest or an equivalent.

SECTION 8: A parking fee reimbursement shall be paid upon presentation of a validated parking receipt. Parking lot shall be as determined by the contractor.

**ADDENDUM E
Work Week and Overtime**

SECTION 1: Afternoon Premium: The afternoon shift will consist of eight (8) hours work for eight (8) hours pay at the rate of one dollar and ninety cents (\$1.90) per hour over the base rate. Afternoon shift is defined as any shift

started not later than eight (8:00) p.m., consisting of five (5) consecutive days, Sunday through Thursday or Monday through Friday, and completed by four thirty (4:30) a.m., the following day (including Saturday). Any work performed after eight (8) hours shall revert to the standard overtime rate. There shall be no minimum number of days that shift work has to be carried on. If a job does not take a full eight (8) hours, then the rate will be at overtime, unless the worker is paid for a full eight (8) hours.

(a) By mutual consent of the company and the union, the starting and quitting times of any shift may be changed for all or any portion of a particular job.

(b) No employee shall be allowed to work two shifts that start on the same day.

SECTION 2: Night shift shall receive two dollars and twenty-five cents (\$2.25) per hour over the worker's base rate. Night shift is defined as any shift that is started at any times not covered in the standard work day or the afternoon shift of five consecutive days, Sunday through Thursday or Monday through Friday. All other conditions of afternoon shift apply to night shift.

SECTION 3: When employees working on industrial or commercial work in the jurisdiction of the Local No. 33 - Youngstown District are not permitted to park inside the plant, they shall report on the job site at starting time and shall be permitted to leave the job site early enough to be at the policed gate nearest the job site at quitting time.

The Employer's representative shall determine which

policed gate is nearest the job site. A representative of the Employer and employee shall jointly determine the time required to get from the job site to the nearest policed gate.

SECTION 4: When required to complete a job or in case of emergency on field work, overtime shall be paid at time and one half (1½) the regular straight time rate. This shall not exceed four (4) hours beyond the regular quitting time during the regular work week and shall be the men working on the job.

SECTION 5: Employees shall be at the shop or project site at scheduled starting time each day and shall remain until quitting time. It shall be a violation of this Agreement for a workman to leave a job area or shop when traveling from shop to job, job to job, or job to shop during working hours to partake of refreshments or take care of personal business without the expressed permission of the Employer.

SECTION 6: Coffee Break

(a) Coffee privileges of ten (10) minutes per day will be granted to each employee. This is to be worked out in each shop or job by majority rule.

(b) Extra Break/Lunch. There shall be an extra fifteen (15) minute coffee break granted at the ninth (9th) hour, if scheduled over a ten (10) hour work period, and a one half (½) hour paid lunch, if scheduled over a twelve (12) hour work period.

**ADDENDUM F
Bonding/Benefit Language**

SECTION 1: General.

(a) 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 Employer's groups who become a 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 - Youngstown 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 Funds.

(b) 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 here before and/or hereafter amended, establishing the following, if applicable:

- | | |
|-----------------------------|--------------|
| (a) National Pension Fund | hours worked |
| (b) Local Pension Fund | hours worked |
| (c) Annuity Fund | hours worked |
| (d) Health and Welfare Fund | hours worked |

(e) International Training Institute	hours worked
(f) NEMI	hours worked
(g) SMOHIT	hours worked
(h) Service Tech Fund	hours worked
(i) Local Apprentice Fund	hours worked
(j) Local Industry Fund	hours worked
(k) IFUS	hours worked
(l) Administrative Dues/Rec Fund	hours worked
(m) Vacation Fund – PAL/COPE	hours worked
(n) Target Fund	hours worked
(o) Building Corporation	hours worked
(p) I.A. Work Assessment	hours worked
(q) Toledo District Supplemental Unemployment Benefit Fund	hours worked

The Participating Employers 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.

(c) 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.

(d) 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: Contribution.

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 two dollar and nineteen cents (\$2.19) per hour for each hour worked to all employees covered by this Agreement, subject to change. First year Apprentices and first year Service Tech Trainees shall receive a contribution amount equal to 45% of the Journeyman contribution.

(b) LOCAL PENSION FUND: The Employer agrees in addition to wages contained in this Agreement to contribute the amount of six dollars and sixty cents (\$6.60) per hour for each hour worked to all employees covered by this Agreement, subject to change.

(c) ANNUITY FUND: The Employer agrees, in addition to wages contained in this Agreement to contribute the amount of two dollars and eighty nine cents (\$2.89) per

hour for each hour worked to all employees covered by this Agreement, subject to change.

(d) HEALTH AND WELFARE FUND/SUPPLEMENT: The Employer agrees, in addition to wages contained in this Agreement, to contribute the amount of five dollars and ninety five cents (\$5.95), twenty-nine cents (\$0.29) for the supplement and forty five cents (\$0.45) for the medical savings per hour for each hour worked by all employees covered by this Agreement, subject to change.

(e) INTERNATIONAL TRAINING INSTITUTE: Twelve cents (\$0.12) for hours worked by each employee of the Employer covered by this Agreement, subject to change.

(f) NEMI: Three cents (\$0.03) for each hour worked by each employee of the Employer covered by this Agreement, subject to change.

(g) SMOHIT: 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, subject to change.

(h) SERVICE TECHNICIAN TRAINING FUND: Three cent (\$0.03) per hour worked by each employee of the Employer covered by this Agreement, subject to change.

(i) LOCAL JOINT APPRENTICE AND TRAINING COMMITTEE FUND: Thirty eight cents (\$0.38) per hour for each hour an employee works. To be administered

by the JATC, subject to change.

(j) LOCAL INDUSTRY FUND: The Employer shall contribute for each journeyperson sheet metal worker, and apprentice, twenty nine cents (\$0.29) per hour for all hours worked, up to a maximum contribution level of forty cents (\$0.40) per hour, including ten cents (\$0.10) IFUS, subject to change.

The Employer and the Union agree to, and approve the establishment of, a program to promote the common good for the construction industry by providing financial support for activities which may include, but not necessarily be restricted to, the study and service of:

- 1) Negotiations for and administration of labor
- 2) Public Relations
- 3) Public Education as pertaining to construction.
- 4) Jointly Administered Trusts
- 5) Education and Training for the benefit of the construction industry and its employees.
- 6) Personnel Practices and Labor Relations
- 7) Collection and Distribution of Information from and to all segments of the construction industry and related groups or authorities.
- 8) There is specifically excluded from the purpose of the Youngstown Industry Fund, the right to use any of its funds for lobbying in support of anti-labor legislation and/or to subsidize contractors during a period or periods of work stoppages or strikes.

(k) IFUS: The Employer shall contribute for each journeyman sheet metal worker and apprentice, the sum of

ten cents (\$0.10) per hour for all hours worked, for the continued operation of the Sheet Metal Industry National Promotion Fund, which funds is to be administered by the Employers in accordance with the Federal and State Laws pertaining to Industry Promotion Funds. If the contractor does not make this contribution, in lieu of it, he must contribute an additional ten cents (\$0.10) to the Local Apprentice Fund, subject to change.

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 Trust, 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.

(l) ADMINISTRATIVE DUES/REC FUND: The Employer agrees to deduct Union dues, assessments or service fees (excluding fines and initiation fees) from each week's pay of those employees who have authorized such deductions in writing, for every hour worked by every

Employee for Local No. 33 Administrative Dues/Rec Fund; subject to change.

(m) VACATION FUND – PAL/COPE: The Employer agrees to deduct the sum of one dollar and nine cents (\$1.09) for every hour worked by every employee of which four cents (\$0.04) is to fund PAL, and five cents (\$0.05) to fund COPE, subject to change.

(n) TARGET FUND: The Employer agrees to deduct the sum of ten cents (\$0.10) per hour for all hours worked, subject to change.

(o) BUILDING CORP: The Employer agrees to deduct the sum of thirty cents (\$0.30) per hour for all hours worked, subject to change.

(p) I A WORK ASSESSMENT: The Employer agrees to deduct the sum of eleven cents (\$0.11) per hour for all hours worked, subject to change.

(q) TOLEDO DISTRICT SUPPLEMENTAL UNEMPLOYMENT BENEFIT FUND: The Employer agrees to deduct an amount to be determined for all hours worked, subject to change at ratification.

SECTION 3: Reporting Forms.

(a) 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.

(b) 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 of Contributions.

(a) 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 twentieth (20th) day of each calendar month (or the first business day thereafter if the twentieth (20th) day of the month is not a business day), for all hours in the prior calendar month.

An “Electronic Transfer” provision shall presently be a voluntary provision; however, all contractors must comply with this provision by June 1, 2015. Any contractor that becomes signatory during the term of this agreement will have six (6) months to comply with the “Electronic Transfer.”

Out of town Employers’ payments become due on or before the twentieth (20th) day of each month with the same provisions as above. Monies are to be paid to a bank, Certified Public Accountants, or Administrator jointly chosen by Trustees, to be designated by the parties to this Agreement; which bank, accountant or administrator will disburse copies of reports and appropriate checks to the

respective funds. One copy of reporting forms to go to the Union office.

Any Employer who is late on payment to the Central Depository shall be assessed a penalty of two percent (2%) above prime lending rate as established by PNC Bank on the twentieth (20th) day of that month, but not less than fifteen dollars (\$15.00). Interest of two percent (2%) above prime lending rate will be compounded monthly on fringes due to the central depository. All fringe benefit payments are to be paid by certified check after first check is returned for insufficient funds. On the fifth (5th) day after the due date, if payment plus assessment have not been received by the central depository, all labor will be withheld by Local Union No. 33 - Youngstown District.

The delinquent Employer has the right to appeal this action within seventy two (72) hours with the Local Joint Adjustment Board. All assessments paid, will be paid into an account which will be used to defray expenses incurred by the Administrator’s office. The Employer shall make available to all funds within thirty (30) calendar days, all records of covered employees that may be required for the sound and efficient operations of the Funds.

(b) 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.

(c) 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 Sheet Metal, Air, Rail and Transportation Association, Local No. 33 - Youngstown 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 promulgations 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 participation in these promulgations on and after their effective dates.

(d) 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 Employer is delinquent or in default, for reasonable attorneys' 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 Employers' 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 - Youngstown District and/or National/Local Pension Plan or any successor depository collection agent. All such liquidated 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.

(e) The contributions for the above plans shall be paid to Local No. 33 - Youngstown District at the Sheet Metal, Air, Rail and Transportation Association, Local Union No. 33, Youngstown Collection Agency Fringe Funds, 33 Fitch Blvd, Austintown, Ohio 44515. Contributions for the Pension Fund or any other Sheet Metal Workers' National Benefit Fund should be paid to Sheet Metal Workers' National Benefit Funds, P.O. Box 79321, Baltimore, Maryland 21279-0321.

SECTION 5: Employers Delinquency Control.

(a) The Trustees of the several employee benefit plans may establish Payroll Audit Programs, which shall be binding upon the parties. The Trustees shall also have the right to determine who shall bear the cost of the audit, provided however that if the audit fails to disclose any current or past deficiencies, the Fund shall pay the cost of the audit. The Trustees shall notify the Participating Employer, in writing, of their desire to audit, 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 the audit in accordance with generally accepted auditing standards. The Trustees and their agents and employees shall conduct the audits 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.

(b) All Employers shall furnish evidence of bonding by an insurance company in the amount of ten thousand dollars

(\$10,000.00) at the office of the Sheet Metal, Air, Rail and Transportation Association, Local No. 33 - Youngstown Collection Agency, to assure prompt payment by the Employees 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 securing payment of said fringe benefits. Those Employers employing three (3) to five (5) men shall be required to furnish a sixteen thousand dollar (\$16,000.00) bond. Those Employers employing six (6) to ten (10) men shall be required to furnish an eighteen thousand dollar (\$18,000.00) bond. Those Employers employing eleven (11) to fourteen (14) men shall be required to furnish a twenty-four thousand dollar (\$24,000.00) bond. Those Employers employing fifteen (15) men shall be required to furnish a thirty-two thousand dollar (\$32,000.00) 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) months 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 the first twenty four (24) month period during which there has been no default. In lieu of a bond, a contractor will be put on weekly wage and benefit payments. Any Employer who has provided written notification to Local No. 33 - Youngstown 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.

The bonding company is to be selected from an approved list as provided by the United States Federal Register and/or the Administrative Trustees. The Administrator will report the status of all bonds to the Administrative Trustees.

The form of application of the terms of said surety bond shall be the same as previous bond but monetary value will change, as determined by the above Section for each Employer. All bonds shall be renewed annually.

Verification to the Local Administrative Trustees, attesting to the procurement of said surety bond and contracts shall be made by each Employer.

(c) In the event of a violation of this Section by an Employer, the Union shall withdraw its men from said Employer once an employer reaches thirty (30) days past the date of his first delinquency. Manpower will be withheld from the employer until such time as the employer complies with the requirements of this Section or an approved settlement agreement is reached between the Sheet Metal Workers Local No. 33 Youngstown District Collection and Administrative Agency and the contractor. The Union shall also have the right to picket over this violation.

(d) 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.

This remedy shall be in addition to all other remedies available to the Union and the Trustees and 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 deductions for the Savings Program 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.

(e) The grievance and arbitration provisions provided in this Agreement shall not limit Local No. 33 - Youngstown District's ability to take economic action against a delinquent Employer, including, but not limited to, picketing, withholding men and leaf letting.

SECTION 6: Additional Provisions.

(a) In the event that any employee benefit plan provided for in this Agreement paid for by Participating Employer Contributions is reduced or eliminated 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 to the Employer of the action which caused the reduction in or elimination 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 selected 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 (1st) 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 to wages.

(b) 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 caused 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.

(c) 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.

(d) 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 plans for any participant 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.

(e) 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.

(f) If the Sheet Metal, Air, Rail and Transportation Association, 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 G
Conditions of Employment

SECTION 1: Steward

The Business Manager or his Representative shall appoint a Steward on each job and in each shop as he deems necessary. The Business Representative will change the Steward at any time when such changes serve the best

interests of the industry. The office of Local No. 33 - Youngstown District shall be notified forty eight (48) hours prior to a layoff and/or discharge of the Steward by the contractor or authorized representative. If the Head Steward is laid off due to lack of work, he will be the first employee called back when the workload resumes. If in the opinion of the Steward, the Business Manager, or his representative, the layoff is unjustifiable, a meeting of the Joint Adjustment Board shall be held within forty-eight (48) hours of the call. The Steward shall not be laid off until the Joint Adjustment Board has met.

In the event of a stalemate by the Joint Adjustment Board, the question shall be referred to an impartial third party for a decision. The decision shall be final and binding on both parties. The Steward shall remain laid off by the Employer of the dispute pending the final decision .

SECTION 2: Layoff

Any workman laid off or discharged by the Employer shall be notified one (1) hour before layoff of that day, and paid all wages at the end of the work day. In the event the employee is not paid off, waiting time at the regular rate shall be charged until payment is made in full.

Local No. 33 Preference: When it becomes necessary to man jobs with members from other localities, it shall be understood that in laying off men, members of Local Union No. 33 - Youngstown District, who have residence in the counties of Mahoning, Trumbull, and Columbiana Counties of Ohio; Mercer County of Pennsylvania, shall have preference for maintenance of their jobs and be the last to be laid off on the job.

Apprentices shall be laid off in inverse order of hiring, based on the ratio of one (1) apprentice for every two (2) journeymen. Members of youngest apprentice class shall be laid off first.

SECTION 3: Apprentices

Any contractor requiring miscellaneous labor for other than what is covered under Article I, Section 1 of our Collective Bargaining Agreement, may choose any apprentice, regardless of year, that is not working, to perform this work. The contractor must have all his assigned apprentices working. If hired and put to work, a first year apprentice must be employed a minimum of six (6) consecutive weeks, if needed to qualify for unemployment.

SECTION 4: Tardiness

When a journeyman or apprentice is late five (5) minutes for work, he may be docked one quarter (1/4) of an hour.

SECTION 5: Injured Employee

Whenever an employee is injured in the shop or on the job, he shall have transportation provided and be accompanied to and from the doctor or hospital if such is required in the opinion of the foreman. Full wages for both men shall continue during normal working hours for the remainder of the day of injury.

SECTION 6: Tools

(a) Journeymen and Apprentices shall furnish all necessary hand tools required in the normal operation of their work such as:

One twenty five foot tape
One six-foot rule (folding)
Right and Left aviation snips
Combination square with level
Dividers (as required)
Crescent wrenches or open end
#5 Whitney punch
Hammer
Pliers (vise grip)
Tongs
Scratch awl
Center punch
Prick punch
Cold Chisel and cape
Drift Pin
Dolly Bar
Plumb bob
6" torpedo level (magnetic)

(b) All special tools and equipment such as drill motors, step ladders, levels, C-clamp extension cords, 24 inch square, circumference rules, drawing tools and boards, mallets, Whitney punches larger than #5 and other machine punches, saw blades, saws, drills, files, solder irons, and other like tools shall be furnished by the Employer. Protective equipment as required shall be furnished by the Employer, hard hats, including liners, leather sleeves for welding, burning goggles, flash goggles, welding gloves and welding hoods.

(c) There shall be no restriction against the use of machinery, tools or other labor saving devices, provided such machinery, tools or labor saving devices are operated

by employees subject to this Agreement to the extent that they are available for such assignment.

(d) Eliminate Aluminum Ladders. This was agreed to with the conditions that a contractor could appeal to the Joint Adjustment Board for approval to use an aluminum ladder on service work only. Also, the ladder must be approved under OSHA for use.

(e) No member shall gather up his tools or materials before starting time.

SECTION 7: Moonlighting

No union member within the jurisdiction of the Youngstown District, Local Union No. 33, will be permitted to accept work on his own, solicit work for himself, or sell his labor to the public as a direct contractor of the trade unless he is signatory to a Local Union No. 33 agreement. This clause will not apply to members who perform work for immediate family members.

SECTION 8: Cell Phones

The use of personal cellular phones, pagers and other communication devices will not be a condition of employment and will be prohibited during working hours. Personal cellular phones, pagers and other communication devices may be used if a family emergency exists, provided that they notify the employer that a family emergency exists.

SECTION 9: Training

The Union and the Contractors may require Youngstown District members to take courses of training on their own at

no cost to the member to meet the needs of the industry through the J.A.T.C. or other industry or trade related training with written approval of the Business Manager and the SMRCC Chapter Manager.

SECTION 10: Safety Training

All members, as of June 1, 2002, shall be required to obtain an OSHA 10 hour Construction Safety & Health Card by April 1, 2005. All apprentices and all new members after June 1, 2002, shall be required to obtain their OSHA 30 hour construction Safety & Health Card at the first opportunity after becoming a member.

SECTION 11: Welding

No journeyman or apprentice welder shall work alone when welding or cutting in the air on a scaffold or ladder or below ground level in ditches or in any other place where the hazards are great to endanger life or limb.

SECTION 12: Working Conditions

(a) Heat shall be furnished on the job for changes of clothes and eating on industrial and commercial work only.

(b) Shop temperature at 55 degrees minimum.

(c) Any decking job larger than four (4) squares and/or exceeding fifteen feet (15') in height shall be performed by a minimum of two (2) men.

(d) Work performed in an un-workmanlike manner shall be acted upon by the Joint Adjustment Board. Three (3) days pay may be withheld.

**ADDENDUM H
Roofing and Architectural Clause**

SECTION 1: When conditions warrant, a make-up day may be scheduled with prior notification and approval from the Sheet Metal Workers Local Union No. 33. When a 4/10 schedule is worked, Friday may be used as a make-up day. When a 5/8 schedule is worked, Saturday may be used as a make-up day.

SECTION 2: An employee will have the option to work on these days. The Employer will not discriminate against or punish any employee for not working.

SECTION 3: No less than eight (8) or ten (10) hours of work, whichever was scheduled, shall be scheduled for the make-up days.

SECTION 4: Accumulated hours of work from regular and/or make-up days exceeding forty (40) hours will be paid at the applicable overtime rate.

All other types of work under the jurisdiction of the Sheet Metal, Air, Rail and Transportation Association are exempt from this clause.

**ADDENDUM I
JATC Funding**

SECTION 1: If the cash balance of the JATC is in excess of one hundred thousand dollars (\$100,000) for three (3) consecutive quarters the hourly contribution rate to the fund will be decreased by ten cents (\$0.10), five cents (\$0.05)

from the contractor and five cents (\$0.05) from the members. If the fund ends three consecutive quarters under fifty thousand dollars (\$50,000) the ten cents (\$0.10) will be reinstated in the same manner, five cents (\$0.05) from each side. Quarter end dates are defined as March 31st, June 30th, September 30th and December 31st.

**ADDENDUM J
EAP**

Employers' Assistance Program (E.A.P.), when and if adopted, shall become part of this Agreement.

**ADDENDUM K
Drug & Alcohol Policy**

The Employer and the Union recognize the problems that illegal drug and alcohol abuse has created within the Construction Industry. To work toward maintaining a safe workplace, free of illegal drugs and alcohol, the parties have jointly created "Sheet Metal Workers Local 33 - Youngstown District Substance Abuse Program", effective June 1, 2002, which is included hereby by reference and made a part of this Agreement as if fully contained herein. A separate document entitled "Sheet Metal Workers Local 33 - Youngstown District Substance Abuse Program" shall be printed and shall be made available to both Employers and their employees working according to the terms of this Agreement.

**ADDENDUM L
Recognition and Scope**

The Employer agrees if at any time the Union presents it with proof (as recognized by the NLRB) 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 M
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 journeyman sheet metal workers in good standing and with full membership in the Sheet Metal, Air, Rail and Transportation Association 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 a owner/member.

SECTION 2: The status of every Employer or owner/member shall be as set forth in the Constitution of the Sheet Metal, Air, Rail and Transportation Association.

Bargaining unit employees hereunder shall include owner/members, i.e., employees of incorporated Employers who:

- (a) are officers, directors, or majority stockholders of an incorporated Employer;
- (b) perform work covered by the scope of this Agreement.

In any event, however, the Employer will contribute the actual cost of the Health & Welfare plan, as determined by the Health & Welfare Fund Trustees.

**ADDENDUM N
Non-Competitive Work**

There are specific jobs within the scope of this contract for conditions contained herein that may not be appropriate due to competition or other reasons. In such cases, adjustments may be made in accordance with recognized principles agreed to by the parties during negotiations. On jobs where non-union competition is involved, the Union will meet with the Association to discuss possible methods of making signatory contractors competitive.

**ADDENDUM O
Wage Sheets**

**Youngstown District Journeyman, Leadman, Foreman,
General Foreman and Service Technicians**

Effective: First Full Pay Period in June, 2012
Expires: May 31, 2013

Total Package: \$ 47.27

Wages:	
Journeyman	\$28.03
Leadman	\$29.23
Foreman	\$30.03
General Foreman	\$30.38

Fringes:		
National Pension Fund	\$2.19	hours worked
Local Pension Fund	\$6.60	hours worked
H & W/Supp./MSA	\$6.69	hours worked
Annuity Fund	\$2.89	hours worked
International Training Inst.	\$0.12	hours worked
Apprentice Fund	\$0.38	hours worked
NEMI	\$0.03	hours worked
Industry Fund	\$0.29	hours worked
SMOHIT	\$0.02	hours worked
Service Tech Training Fund	\$0.03	hours worked

To Be Deducted From Base Rate:		
Administrative Dues	\$1.86	hours worked
Vacation Fund	\$1.00	hours worked
P.A.L.	\$0.04	hours worked

C.O.P.E.	\$0.05	hours worked
Rec Fund	\$0.03	hours worked
TARGET	\$0.10	hours worked
Building Corp.	\$0.30	hours worked
IA Work Assessment	\$0.11	hours worked
6/1/13 Additional	\$1.65	
6/1/14 Additional	\$1.70	

See Remittance Reports for Mailing Instructions

Apprentices

Youngstown District Apprentices Prior to June 1, 2012

Effective: First Full Pay Period in June, 2012
Expires: May 31, 2013

Base Rate:

Journeyman \$28.03

First Full Year	45%**	\$11.62 + H&W/Supp/MSA +
	** (minus Nat. Pen)**	Nat. Pen. of \$0.99
Second Full Year	55%	\$15.42 + fringes listed below
Third Full Year	60%	\$16.82 + fringes listed below
Fourth Full Year	65%	\$18.22 + fringes listed below
Fifth Full Year	70%	\$19.62 + fringes listed below

***First Year Apprentice Wage calculated as 45% of the journeyman rate minus the National Pension contribution.*

\$28.03 x 45% = \$12.61 - \$0.99 = \$11.62

Fringes:		
National Pension Fund	\$2.19	hours worked
Local Pension Fund	\$0.55	hours worked
H&W/Supplement/MSA	\$6.69	hours worked
Annuity Fund	see below	hours worked
ITI/SMOHIT/NEMI	\$0.17	hours worked
Apprenticeship Fund	\$0.38	hours worked
Industry Fund	\$0.29	hours worked
Service Tech Training Fund	\$0.03	hours worked

To be deducted from Base Rate:

1ST & 2nd year:

Rec Fund	\$0.03	hours worked
Cope Fund	\$0.05	hours worked
I.A. Work Assessment	\$0.11	hours worked

3rd, 4th and 5th year:

Working Dues	\$0.25	hours worked
Rec Fund	\$0.03	hours worked
Cope Fund	\$0.05	hours worked
I.A. Work Assessment	\$0.11	hours worked

First year apprentice annuity and local pension contributions are zero.

Second and third year apprentices receive 25% of annuity contribution rate for journeyman. $\$2.89 \times 25\% = \0.72

Fourth and fifth year apprentices receive 50% of annuity contribution rate for journeymen. $\$2.89 \times 50\% = \1.45

Amounts may change yearly due to June wage increase.

Apprentices

Youngstown District Apprentices After June 1, 2012

Effective: First Full Pay Period in June, 2012
Expires: May 31, 2013

Base Rate:		
Journeyman		\$28.03
First Full Year	45%	\$12.61 + H&W only + 45% of Nat. Pen.
Second Full Year	55%	\$15.42 + fringes listed below
Third Full Year	60%	\$16.82 + fringes listed below
Fourth Full Year	65%	\$18.22 + fringes listed below
Fifth Full Year	70%	\$19.62 + fringes listed below
Fringes:		
National Pension Fund	\$2.19	hours worked
Local Pension Fund	see below	hours worked
Health & Welfare (only)	\$5.95	hours worked
Annuity Fund	see below	hours worked
ITI/SMOHIT/NEMI	\$0.17	hours worked
Apprenticeship Fund	\$0.38	hours worked
Industry Fund	\$0.29	hours worked
Service Tech Training Fund	\$0.03	hours worked

To be deducted from Base Rate:

<u>1ST & 2nd year:</u>		
Rec Fund	\$0.03	hours worked
Cope Fund	\$0.05	hours worked

I.A. Work Assessment \$0.11 hours worked

3rd, 4th and 5th year:

Working Dues	\$0.25	hours worked
Rec Fund	\$0.03	hours worked
Cope Fund	\$0.05	hours worked
I.A. Work Assessment	\$0.11	hours worked

First year apprentice annuity and local pension contributions are zero.

2nd and 3rd year apprentices receive 25% of journeyman's annuity contribution. $\$2.89 \times 25\% = \0.72

4th and 5th year apprentices receive 50% of journeyman's annuity contribution. $\$2.89 \times 50\% = \1.45

2nd and 3rd year apprentices receive 25% of journeyman's local pension contribution. $\$6.60 \times 25\% = \1.65

4th and 5th year apprentices receive 50% of journeyman's local pension contribution. $\$6.60 \times 50\% = \3.30

Amounts may change yearly due to June wage increase.

Youngstown District Service Tech Trainee Wage Sheet

Service Tech Trainees in Program Prior to June, 2012

Effective: First Full Pay period in June, 2012
Expires: May 31, 2013

Base Wage Rates:

First Full Year	45%	\$12.61 + H&W/Supp/MSA
Second Full Year	55%	\$15.42 + Fringes listed below
Third Full Year	60%	\$16.82 + Fringes listed below
Fourth Full Year	65%	\$18.22 + Fringes listed below
Fifth Full Year	70%	\$19.62 + Fringes listed below

Fringes:

National Pension Fund	\$2.19	hours worked
Local Pension Fund	\$0.55	hours worked
H&W/Supp/MSA	\$6.69	hours worked
Annuity (2 nd & 3 rd Year)	\$0.72	hours worked
Annuity (4 th & 5 th Year)	\$1.45	hours worked
ITI/SMOHIT/NEMI	\$0.17	hours worked
Apprenticeship Fund	\$0.38	hours worked
Industry Fund/IFUS	\$0.29	hours worked
Service Tech Training Fund	\$0.03	hours worked

To Be Deducted From Base Rate:

Admin Dues (After 90 Days)	\$0.53	hours worked
Vacation Fund	\$1.00	hours worked
COPE	\$0.05	hours worked
P.A.L.	\$0.04	hours worked
Rec Fund (After 90 Days)	\$0.03	hours worked
I.A. Work Assess	\$0.11	hours worked

Amount may change yearly due to wage increase every June.

See Remittance Reports for Mailing Instructions

Youngstown District Service Tech Trainee Wage Sheet

Service Tech Trainees in Program After June 1, 2012

Effective: First Full Pay period in June, 2012
Expires: May 31, 2013

Base Rate:

Journeyman \$28.03

First Full Year	45%	\$12.61 + H&W only + 45% of Nat. Pen.
Second Full Year	55%	\$15.42 + fringes listed below
Third Full Year	60%	\$16.82 + fringes listed below
Fourth Full Year	65%	\$18.22 + fringes listed below
Fifth Full Year	70%	\$19.62 + fringes listed below

Fringes:

National Pension Fund	\$2.19	hours worked
Local Pension Fund	see below	hours worked
Health & Welfare (only)	\$5.95	hours worked
Annuity Fund	see below	hours worked
ITI/SMOHIT/NEMI	\$0.17	hours worked
Apprenticeship Fund	\$0.38	hours worked
Industry Fund	\$0.29	hours worked
Service Tech Training Fund	\$0.03	hours worked

To Be Deducted From Base Rate:

Admin Dues (After 90 Days)	\$0.55	hours worked
Vacation Fund	\$1.00	hours worked
COPE	\$0.05	hours worked
P.A.L.	\$0.04	hours worked
Rec Fund (After 90 Days)	\$0.03	hours worked
I.A. Work Assess	\$0.11	hours worked

First year annuity and local pension contributions are zero.

2nd and 3rd year receive 25% of journeyman's annuity contribution. $\$2.89 \times 25\% = \0.72

4th and 5th year receive 50% of journeyman's annuity contribution. $\$2.89 \times 50\% = \1.45

2nd and 3rd year receive 25% of journeyman's local pension contribution. $\$6.60 \times 25\% = \1.65

4th and 5th year receive 50% of journeyman's local pension contribution. $\$6.60 \times 50\% = \3.30

See Remittance Reports for Mailing Instructions

**Sheet Metal Workers' Local No. 33 Youngstown
District
Industrial Fabrication and Manufacturing Addendum
Wage Breakdown**

Effective: First Full Pay Period June, 2012
Expires: May 31, 2013

Total Package: Class "B" \$26.73

If running or directing work an additional \$0.50

Fringes:

National Pension Fund	\$0.76	hours worked
Local Pension Fund	\$1.99	hours worked
H&W/Supp./MSA	\$6.69	hours worked
Annuity Fund	\$2.52	hours worked
Industry Fund	\$0.11	hours worked

Apprentice Fund	\$0.02	hours worked
ITI/SMOHIT/NEMI	\$0.17	hours worked

Base Wage:

Class "B" (1 st 60 days)	\$8.50	No Fringe Benefits
Class "B" (Next 60 days)	\$9.50	Applicable benefits
Class "B" (Next 60 days)	\$10.50	Applicable benefits
Class "B" (Next 60 days)	\$14.47	Applicable benefits

Class "C" \$9.15 No Fringe Benefits
Probationary Period for a Class 'C' worker is 60 days
*** After 120 days the Class "C" worker will also receive Health & Welfare
*** Health & Welfare will only apply to employees hired after June 1, 2007

To Be Deducted From Base Wage Class "B"

P.A.L./Rec Fund/COPE	\$0.12	hours worked
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Class "B" wage increases:

06/01/13	\$1.10	per hour
06/01/14	\$1.10	per hour

Class "C" wage increases:

06/01/13	\$0.65	per hour
06/01/14	\$0.65	per hour

**INDUSTRIAL FABRICATING AND
MANUFACTURING ADDENDUM**

**ARTICLE I
Scope of Addendum**

SECTION 1: This Addendum covers the rates of pay, rules and working conditions of all employees of the Employer, including journeymen and apprentices, engaged in the manufacture, fabrication, assembling, handling, altering, and repairing of ferrous and non-ferrous metals, including other materials used in lieu thereof, as required for installation within the confines of an industrial job site 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, process exhaust systems, and all other industrial work excluding air conditioning, heating, ventilating, architectural sheet metal work and such other work as may be specifically excluded from coverage under this Addendum by mutual agreement of the parties.

SECTION 3: The Employer agrees that in all instances, he will attempt to secure work under this Article as the turnkey contractor that is to engineer, design, 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 Sheet Metal, Air, Rail and Transportation Association.

(a) Whenever the Company subcontracts such products and/or equipment it agrees to subcontract same to a contractor who employs journeymen sheet metal workers for this type of work.

(b) Whenever the Company erects such work itself, it shall call upon the Building and Construction Trades Union affiliated with Sheet Metal, Air, Rail and Transportation Association 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.

(c) Whenever the Company sells such products and/or equipment direct to a general or specialty contractor or an owner, it shall furnish the Union with all information on all such shipments on a weekly 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, Classifications and Permitted Functions**

SECTION 1: There will be four (4) classifications of employees of the Employer covered by this Addendum who perform work specified in Article I of this Addendum. These classifications are as follows:

1. Journeyman Sheet Metal Worker
2. Apprentice Sheet Metal Worker
3. Industrial Class B Sheet Metal Worker
4. Industrial Class C Sheet Metal Worker

SECTION 2: The journeymen and apprentice sheet metal workers are permitted to perform any duty contemplated within the scope of this Addendum.

SECTION 3:

(a) The Industrial Class B sheet metal workers are permitted to perform as welders, machine operators, i.e., brake, punch, shear, fitting, pattern tracing and other similar duties. They shall not perform the duties of pattern layout, development, and detail drawing, blueprint and plan takeoff work, and such other work as may be mutually agreed by the parties.

(b) Industrial Class B Sheet Metal Workers shall furnish the following necessary hand tools:

- One six foot folding rule or twelve foot tape
- Screwdrivers (as required)
- Hacksaw frame
- Crescent or open end wrenches
- Hammer
- Vice grips
- Scratch awl
- Center punch
- Prick punch
- Cold chisel and cape
- Drift pin

(c) The ratio of Class B Journeymen shall not exceed three (3) to one (1).

(d) A probationary period shall be provided for Class B workers. For rates of pay during this probationary period, refer to Addendum O.

First 60 working days:	\$8.50 per hour no fringes
Next 60 working days:	\$9.50 per hour plus all applicable fringes
Next 60 working days:	\$10.50 per hour plus all applicable fringes
Next 60 working days:	\$14.47 per hour plus all applicable fringes

Wage Increases:	
June 1, 2013	\$1.10 per hour
June 1, 2014	\$1.10 per hour

SECTION 4:

(a) The Class C workers shall be used only as painters, chippers and grinders, and material handlers.

(b) For wages for Class C workers, refer to Addendum O. Wages for Class C Workers shall be nine dollars and fifteen cents (\$9.15) per hour. The probationary period for a Class "C" worker will be sixty (60) days. After one hundred and twenty days (120), the Class C worker will also receive health and welfare*.

(c) If Class C man is advanced to Class B, he shall start at eight dollars and fifty cents (\$8.50) per hour and proceed

through remainder of Class B probationary schedule. No benefits will be lost due to advancement.

Wage Increases:

June 1, 2013	\$0.65 per hour
June 1, 2014	\$0.65 per hour

* Health & welfare will only apply to employees hired after June 1, 2007.

**ARTICLE IV
Hours of Work - Overtime**

SECTION 1: The regular working day shall conform to the basic SFUA and all full and part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate as established in Article III by classification. All work performed outside their 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 Section 2 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.

**ARTICLE V
Shift Work**

SECTION 1: The afternoon shift will consist of eight (8) hours work. Payment shall be made for eight (8) hours at

the base rate plus one dollar and sixty cents (\$1.60).

Night shift is to receive two dollars and twenty five cents (\$2.25) over the respective classifications taxable base rate for B and C workers only.

For the afternoon and night shifts when more than four (4) Class B workers are employed, a 5th year apprentice or a building trade's journeyman will be scheduled. If an Industrial "B" worker is running or directing workers on a project, he will receive an additional fifty cents (\$0.50) above his contractual rate.

SECTION 2: Employees, if requested by the Employer to report for work and not put to work, shall receive four (4) 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
Industrial Fund**

SECTION 1: The Employers agree to promote programs of Industrial and Air Pollution 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.

SECTION 2: Employers shall pay the Sheet Metal Industrial Contractors National Industry Fund of the United States eleven cents (\$0.11) per hour for each hour worked on or after June 1, 1990 or the effective date of this Agreement, whichever is later, for all employees of the Employer covered by this Agreement. Payment shall be made on or before the twentieth (20th) day of the succeeding month and shall be remitted to Sheet Metal Workers Local No. 33 - Youngstown District Collection and Administration Agency, Inc. All of these payments should be used solely for the promotion of the Industrial and Air Pollution Industry. No part of these payments should be used for political and anti union activities.

**ARTICLE VII
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 VIII
Expiration of Contract**

SECTION 1: This Addendum shall become effective as of this 1st day of June, 2012, and shall remain in force and effect for the duration of the local Standard Form of Union Agreement or local basic agreement.

The undersigned, desiring to become additional parties to the collective bargaining agreement between the Sheet Metal and Roofing Chapter of Eastern Ohio and Western Pennsylvania and Local No. 33 - Youngstown District of the Sheet Metal, Air, Rail and Transportation Association which is dated June 1, 2012, hereby certified that they have read the said Agreement, Addenda and riders to the Agreement, and agree to accept and be bound by all the terms and provisions thereof as additional parties thereto.

By: _____
(Name of Employer)
By: _____
(Authorized Representative)
Date: _____

**LOCAL UNION NO. 33 - YOUNGSTOWN DISTRICT
OF SHEET METAL, AIR, RAIL and
TRANSPORTATION ASSOCIATION**

By: _____
(Authorized Representative)
(Title) _____
Date: _____

SERVICE TECH ADDENDUM

ARTICLE I

Scope of the Addendum

SECTION 1: This Addendum is entered into by the Sheet Metal and Roofing Chapter of Eastern Ohio and Western Pennsylvania and Local Union No. 33 - Youngstown District of Sheet Metal, Air, Rail and Transportation Association.

SECTION 2: This Addendum is consummated with the express purpose to expand the employment opportunities for sheet metal workers in the area of repair and maintenance of heating, ventilating and air conditioning systems through a Service Technical Training Program. The Agreement will also expand the supply of qualified employees for contractors employing service technicians.

ARTICLE II

Service Technical Trainee Applicants

SECTION 1: Applicants will be interviewed from the following sources:

- (a) A current member of Local No. 33 - Youngstown District may apply.
- (b) A graduate of an approved Technical School may apply.
- (c) At the completion of the first year of the apprentice program, the apprentice who desires service training may

apply; however, the apprentice applicant must also be recommended by the Joint Apprenticeship Committee.

(d) Contractors may present applicants from outside the proceeding three (3) classifications.

SECTION 2: All applicants must successfully complete an aptitude test which will be administered by the Joint Service Tech Committee and all applicants will be interviewed by the Joint Service Tech Committee.

SECTION 3: The Joint Service Tech Committee will make the final decision as to the acceptance of any applicant.

SECTION 4: Trainees accepted from 1(c), present apprentices, will be assigned as follows:

- (a) The present Employer has first choice.
- (b) Other Employers have second choice.
- (c) If not employed in the training program upon acceptance the apprentice remains on the list for normal apprentice rotation. This applicant will have preference over someone from 1(d) for the next available opening in the training program.
- (d) There will not be any rotation of the apprenticed service technician trainee, working in the service field, upon approval of the apprenticeship committee, unless the trainee rotates to a shop to continue service technician training.

**ARTICLE III
Classification**

SECTION 1: Employees enrolled in the program shall be classified as Service Technicians Trainees.

**ARTICLE IV
Service Tech Trainee**

SECTION 1: The program for the trainee shall be set by the Service Tech Committee.

**ARTICLE V
Probationary Period**

SECTION 1: The probationary period shall be ninety (90) calendar days from beginning of program.

SECTION 2: No Union assessment shall be deducted from the employee during the ninety (90) day probationary period.

SECTION 3: Working dues assessment shall be deducted at fifty percent (50%) of the working dues rate for building trades journeymen for the term of training.

SECTION 4: Sections 2 and 3 of this Article shall not apply to current members of Local Union No. 33 - Youngstown District, nor to current apprentices accepted into the program.

**ARTICLE VI
Service Tech Trainee Wages**

**Wages for a Service Tech Trainee in the Program Prior
to June 1, 2012:**

Refer to Addendum O.

SECTION 1: The trainee will start at forty five percent (45%) of journeyman rate of pay, plus health and welfare benefits only. Working apprentices shall be included as outlined in the preceding Article. Wage rates shall increase in accordance with the following schedule:

1st full year 45% of journeyman rate + health & welfare
2nd full year 55% of journeyman + all applicable fringes
3rd full year 60% of journeyman + all applicable fringes
4th full year 65% of journeyman + all applicable fringes
5th full year 70% of journeyman + all applicable fringes

SECTION 2: The fringe benefits are the same as listed for Journeyman Sheet Metal Workers.

**Wages for a Service Tech Trainee in the Program After
to June 1, 2012:**

SECTION 1:
1st full year - 45% of journeyman rate + Health & Welfare only* + 45 % of the National Pension contribution

2nd full year - 55% of journeyman rate + 25% of the journeyman's annuity contribution & local pension

contribution + all other applicable fringes*

3rd full year - 60% of journeyman rate + 25% of the journeyman's annuity contribution & local pension contribution + all other applicable fringes*

4th full year - 65% of journeyman rate + 50% of the journeyman's annuity contribution & local pension contribution + all other applicable fringes*

5th full year - 70% of journeyman rate + 50% of the journeyman's annuity contribution & local pension contribution + all applicable fringes*

*Medical Savings Account and Supplement are not applicable fringes.

SECTION 2: The employer may require N.A.T.E. certification or an industry related certification for advancement from a second year trainee to a third year trainee. The cost for the training and any test will be the sole responsibility of the contractor. Any subsequent testing due to the employee's failure to pass the test will be paid by the employee. A contractor may not hold an employee back from advancement if the contractor does not offer and pay for the training and testing as outlined.

ARTICLE VII Duties of Trainee

SECTION 1: The duties of the trainee shall be at the discretion of the Employer with the following exceptions:

(a) For the trainee to be sent on jobs by himself, he must have attained at least a minimum rate of pay of sixty five percent (65%) of the journeyman rate of pay.

(b) The trainee shall perform no 'sheet metal work' other than what is required of him to perform service on the equipment.

ARTICLE VIII Joint Service Technical Committee Responsibility

SECTION 1: The Service Technical Committee shall formulate and make operative such rules and regulations which do not conflict with the Standard Form of Union Agreement and which they may deem necessary to govern eligibility, registration, education, transfer, wages, hours, working conditions of the trainee and the operation of an adequate training program to meet the needs and requirements of the trade.

SECTION 2: The rules and regulations when formulated shall be recognized as part of the Addendum.

ARTICLE IX Service Techs Personal Tools

SECTION 1: Service Techs are not responsible for test equipment, gauges, or power tools (corded or cordless). Refer to Addendum G.

ARTICLE X
Expiration of Contract

The undersigned, desiring to become additional parties to the collective bargaining agreement between the Sheet Metal and Roofing Contractors Chapter of Eastern Ohio and Western Pennsylvania and Local No. 33 - Youngstown District of the Sheet Metal, Air, Rail and Transportation Association which is dated June 1, 2012, hereby certified that they have read the said Agreement, Addenda and riders to the Agreement, and agree to accept and be bound by all the terms and provisions thereof as additional parties thereto.

By: _____
(Name of Employer)

By: _____
(Authorized Representative)

Date: _____

**LOCAL UNION No. 33 - YOUNGSTOWN DISTRICT
OF SHEET METAL, AIR, RAIL and
TRANSPORTATION ASSOCIATION**

By: _____
(Authorized Representative)

(Title) _____

Date: _____

This agreement is provided by
the Construction Advancement Program of
Eastern Ohio and Western Pennsylvania

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Sheet Metal Workers Local #33

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