

WORKING AGREEMENT

OF

SHEET METAL WORKERS
INTERNATIONAL ASSOCIATION
LOCAL NO. 20 EVANSVILLE AREA



EFFECTIVE MARCH 13, 2012
THROUGH JUNE 30, 2015

TQI ADDENDUM

We support the philosophy of Total Quality Improvement with a commitment to joint involvement, where labor and management are recognized as having a common interest in education and training to achieve the goal of total customer satisfaction.

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

Agreement entered into this 13th day of March, 2012 by and between SHEET METAL CONTRACTORS ASSOCIATION OF EVANSVILLE, INC., and each business establishment individually, whether represented by a contractor association or not, hereinafter referred to as the EMPLOYER, and LOCAL UNION NO. 20 – Evansville Area – of Sheet Metal Workers International Association, hereinafter referred to as the UNION for Daviess, Dubois, Gibson, Knox, Martin, Pike, Posey, Spencer, Vanderburgh, and Warrick counties in Indiana and Daviess, Henderson, Union and Webster counties in Kentucky.

ARTICLE I

SECTION 1. This Agreement covers the rates of pay, and conditions of employment of all employees of the Employer and owner/members 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 and balancing of all air handling equipment and duct work; (d) the preparation of all shop and field sketches whether manually drawn or computer assisted, used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches; (e) metal roofing; and (f) all other work included in the jurisdictional claims of Sheet Metal Workers' International Association.

See Addendum I.

ARTICLE II

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

SECTION 2. Subject to other applicable provisions of this Agreement, the Employer agrees that when subcontracting for prefabrication of materials covered herein, such pre-fabrication 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.

See Addendum II.

ARTICLE III

SECTION 1. The Employer agrees that none but owner/members, journeyman apprentice and preapprentice sheet metal workers shall be employed on any work described in Article I. And, further, for the purpose of proving jurisdiction, whenever the Business Manager requests in writing evidence of assignment on a specific job that the Employer has assigned to sheet metal workers, the Employer agrees to provide the Union with written evidence of assignment on the Employer's letterhead for certain specified items of work to be performed at a jobsite prior to commencement of work at the site. List of such specific items, which may be revised from time to time, as agreed to by and between SMACNA and SMWIA, shall be provided to the Employer.

See Addendum III.

ARTICLE IV

SECTION 1. The Union agrees to furnish upon request by the Employer, duly qualified journeymen, apprentice and preapprentice 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 IV.

ARTICLE V

SECTION 1. The Employer agrees to require membership in the Union, as a condition of continued employment of all employees performing any of the work specified in Article I of this Agreement, within eight (8) days following the beginning of such employment or the effective date of this Agreement, whichever is the later, provided the Employer has reasonable 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 render 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.

See Addendum V.

ARTICLE VI

SECTION 1. The regular working day shall consist of eight (8) hours labor in the shop or on the job between seven (7) A.M. and five (5) P.M. and the regular working week shall consist of five (5) consecutive eight (8) hour days labor in the shop or on the job, beginning with Monday and ending with Friday of each week. All full-time or part-time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. Except as otherwise provided pursuant to Section 4 of this Article, all work performed outside the regular working hours and performed during the regular work week, shall be at one and one-half (1 ½) times the regular hourly rate Monday through Friday for the first two (2) hours overtime and any ten (10) hours on Saturday; then, two (2) times the regular hourly rate for any other overtime. Employees shall be at the shop or project site at scheduled starting time each day and shall remain until quitting time. Where conditions warrant, the regular work day may consist of ten (10) hours labor on the job and the regular work week of four (4) ten (10) hour days between Monday and Friday when mutually agreed between the Local Union and Employer.

See Addendum VI.

SECTION 2. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day to be observed on the Friday after Thanksgiving Day, or days locally observed as such and Sunday shall be recognized as holidays. All work performed on holidays shall be paid as follows: double time (2) rate. (See Section 1 of this Article for Saturday work). When a holiday falls on

Saturday, the preceding Friday shall be observed as the holiday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday. Work performed on the designated day shall be paid at one and one half (1 ½) times the regular hourly rate for the first eight (8) hours and two (2) times the regular hourly rate for any work performed over eight (8) hours. All work performed on the actual holiday shall be paid at two (2) times the regular hourly rate.

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

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

See Addendum VI.

ARTICLE VII

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

SECTION 2. When employed outside of the limits specified in Section 1 of this Article, and within the jurisdiction of the Union, employees shall provide the 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 expenses 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. If an Employer sends an employee to perform work outside of the territorial jurisdiction of the United States of America or Canada, travel pay and/or subsistence arrangements shall be negotiated locally with Local 20 Evansville area.

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

See Addendum VII.

ARTICLE VIII

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

elsewhere for erection and/or installation within the jurisdiction of any other local union affiliated with Sheet Metal Workers' International Association, whose established wage scale is higher than the wage scale specified in this Agreement, the higher wage scale of the jobsite Union shall be paid to the employees employed on such work in the home shop or sent to the jobsite.

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

1. Ventilators
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, except when such a provision is contained in the local union agreement or addendum to the SFUA.

SECTION 5. Except as provided in Sections 2 and 6 of this Article the Employer agrees that journeymen, apprentice and preapprentice 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 local union affiliated with the Sheet Metal Workers' International Association, and qualified sheet metal workers are available in such area, the Employer may send no more than two (2) sheet metal workers per job into such area to perform any work which the Employer deems necessary, both of whom shall be from the Employer's home jurisdiction. All additional sheet metal workers shall come from the area in which the work is to be performed. Journeymen sheet metal workers covered by this Agreement who are sent outside of the area covered by this Agreement shall be paid at least the established minimum wage scale specified in Section 1 of this Article but in no case less than the established wage scale of that 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 Workers' International 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 this Article VIII, the term “wage scale” shall include the value of all applicable hourly contractual benefits in addition to the hourly wage rate provided in said Sections.

SECTION 8. Welfare benefit contributions shall not be duplicated.

When sheet metal workers are employed temporarily outside the jurisdiction of their home local union, the parties signatory to this Agreement agree to arrange through the Health & 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.

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

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

SECTION 9. Wages at the established rates specified herein shall be paid in cash or payroll check in the shop or on the job at quitting time on Friday of each week and no more than five (5) days’ pay will be withheld. However, employees when discharged shall be paid in full.

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

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. Contributions provided for in Section 13 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.

(a). The Employer shall pay the Sheet Metal and Air Conditioning Contractors’ National Industry Fund of the United States (IFUS) nine cents (\$0.09) per hour for each hour worked on and after the effective date of this Agreement by each employee of the Employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted for the purpose of transmittal through Local Industry Fund. An increase of one cent (\$0.01) will begin in 2010 and increase one cent (\$0.01) each year after until the year 2014.

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

its balance sheet and detailed statement of annual receipts and disbursements. Further specific detailed information in regard to IFUS activities or its receipts and/or expenditures shall be furnished to the Sheet Metal Workers' International Association upon written request.

(c). 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 Workers' International Association directly to the National Joint Adjustment Board under the provisions of Article X of this Agreement. In the event such proceeding results in a deadlock, either party may, upon ten- (10) day's 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 deadlock issue under this Section (Section 12, Article VIII), and no other.

SECTION 13. The Employer shall pay to SMCAIF of Evansville Education and Promotion Fund (hereinafter referred to as the Local Industry Fund), twenty-three cents (\$0.23) per hour for each hour worked on or after the effective date of this Agreement by all employees of the Employer covered by this Agreement. Payment shall be made monthly on or before the 20th day of the succeeding month.

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 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 as designated by the Trustees of the ITI, or for the purposes of collection and transmittal through Local 20 Health & Welfare Fund.

Effective as of the date of this Agreement the Employers will contribute to the National Energy Management Institute Committee (NEMIC), a jointly administered trust fund, three cents (\$0.03) per hour for each hour worked by each employee of the Employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of (NEMIC), or for the purposes of collection and transmittal through the National Training Fund.

Effective as of the date of this Agreement the Employers will contribute to the Sheet Metal Occupational Health Institute Trust 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 Sheet Metal Workers National Funds.

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

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

See Addendum VIII.

SECTION 15. In the event that the Employer becomes delinquent in making contribution to any national or local Fund, the Union may withdraw all employees from the service of the Employer within three (3) days notice of such delinquency by the trustees. The withdrawal of such employees from the service of the Employer shall not constitute a violation of any provision of this Agreement.

ARTICLE IX

SECTION 1. Journeymen, apprentice and preapprentice sheet metal workers covered by this Agreement shall provide for themselves all necessary hand tools.

SECTION 2. Journeymen, apprentice and preapprentice 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.

See Addendum IX.

ARTICLE X

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

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

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 a deadlock or failure of such Board to act, may be appealed jointly or by either party to a Panel, consisting of one (1) representative appointed by the Labor Co-Chairman of the National Joint Adjustment Board and one (1) representative appointed by the Management Co-Chairman of the National Joint Adjustment Board. Appeals shall be mailed to the National Joint Adjustment Board.* Notice of appeal to

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

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

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

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

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

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

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

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

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

decline to appoint a panel member or should notice of failure of the panel representatives to resolve the dispute be given, the parties shall promptly be notified so that either party may submit the dispute to the National Joint Adjustment Board.

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

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

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

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

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

<p>*All correspondence to the National Joint Adjustment Board shall be sent to the following address: National Joint Adjustment Board, P.O. Box 220956, Chantilly, VA 20153-0956 or 4201 Lafayette Center Drive, Chantilly, VA 20151-1219.</p>
--

See Addendum X.

ARTICLE XI

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

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

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

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

SECTION 5. All applicants for apprenticeship shall be at least eighteen (18) years of age and each apprentice shall serve an apprenticeship of five (5) years and such apprentices shall not be in charge of work on any job and shall work under the supervision of a journeyman until apprenticeship terms have been completed and they have qualified as journeymen. Upon notification to the local JATC, a fifth-year apprentice holding the appropriate licenses or working with a licensed journeyman may, at the Employers discretion, be in charge of a job and shall be paid journeyman's wages while in charge of said job. Contact the JATC at 812-424-2283. (See Addendum XI.)

SECTION 6. A graduated wage scale for apprentices shall be established and maintained on the following percentage basis of the established wage rate of journeymen sheet metal workers:

First year	- First half 50%	- Second half 55%
Second year	- First half 60%	- Second half 65%
Third year	- First half 70%	- Second half 70%
Fourth year	- First half 75%	- Second half 80%
Fifth year	- First half 85%	- Second half 90%

SECTION 7. The parties will establish on a local basis the SMWIA Youth-to-Youth program (the program) and the procedures to enable all apprentices to participate in the program. The activities of the program that deal with organizing and other traditional union activities shall be funded by the Local Union through a check off in compliance with the provisions of Section 302(c) of the Labor-Management Relations Act of 1947. Activities that may be funded by Employer contributions shall be so funded if, and to the extent, the parties shall agree locally to sponsor and implement the same. *See Addendum VIII, Section 1(a).

SECTION 8. All duly qualified apprentices shall be enrolled and participate in the concentrated apprenticeship training administered by the local JATC. Apprentices shall attend classes for six (6) eight and one-half (8½) hour days, Monday through Saturday, four (4) times each year (approximately every three months). The Employer shall be notified in advance by the local JATC of scheduled training periods. The time away from the Employer shall not be considered vacation time. The local JATC shall be responsible for all expenses incurred in implementing and maintaining the concentrated training program. The parties recognize that previous experience in the industry can be considered when evaluating and placing sheet metal workers into the apprenticeship program.

ARTICLE XII

SECTION 1. Sheet metal workers shall complete OSHA 10/OSHA 30 training, as well as any mandatory refresher course, as a condition of employment in the sheet metal industry. Such training shall be completed on the employee's time.

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

See Addendum IX

ARTICLE XIII

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

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

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

The wage scale for preapprentices shall be fifty percent (50%) of the wage rate of journeymen sheet metal workers. After one year as a preapprentice in the industry, the wage scale shall be fifty percent (50%) of journeyman rate plus seventy-five cents (\$0.75). After two (2) years as a preapprentice an additional seventy-five cents (\$0.75) will be applied to the wage scale. After one year or two years as a preapprentice in the industry and upon entering the apprenticeship program, the contractor has the right to pay the worker per contract. Health and welfare coverage shall be arranged on behalf of the preapprentices by the parties.

See Addendum XII.

ARTICLE XIV

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

ARTICLE XV

SECTION 1. This Agreement and Addenda Numbers I through XV attached hereto shall become effective on the thirteenth day of March, 2012, and remain in full force and effect until the thirtieth day of June, 2015 and shall continue in force from year to year thereafter unless written notice of reopening is given not less than ninety (90) days prior to the expiration date. In the event such notice of reopening is served, this Agreement shall continue in force and effect until conferences relating thereto have been terminated by either party by written notice, provided, however, that if this Agreement contains Article X, Section 8, it shall continue in full force and effect until modified by order of the National Joint Adjustment Board or until the procedures under Article X, Section 8 have been otherwise completed. (See Addendum X, Section 8.)

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

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

SECTION 4. Each Employer hereby waives any right it may have to repudiate this Agreement during the term of 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 Contractors Association of Evansville, Inc. 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 fifty (150) days prior to the then current expiration date of the Agreement.

In witness whereof, the parties hereto affix their signatures and seal this _____
day of _____, 20_____.

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

(Specify Name of Association or (Contractor)

Local Union No. 20 of Sheet Metal Workers'
International Association

By _____
(Signature of Officer or Representative)

By _____
(Signature of Officer or (Representative)

SMACNA CONTRACTOR MEMBERS

Evansville Sheet Metal Works

Contact: Andrew Hubbard
1901 W. Maryland
Evansville, IN 47712
Phone: 812-423-7871
Fax 812-423-7353
Email: jah@esmw.com
Web: esmw.com
Type of work: ism, mfg
Trade: Sheet metal

Flo-Tech, Inc.

Contact: Bob Letterman
10988 Ditney Hill Road
Elberfeld, IN 47613
Phone: 812-983-4348
Fax: 812-985-7363
Email: andyspradley@aol.com
Type of work: tb
Trade: Tabb

Gribbins Insulation Co, Inc.

Mark Gribbins
1400 E. Columbia Street
Evansville, IN 47711
Phone: 812-422-3340
Fax: 812-424-6844
Email: mgribbins@gribbins.com
Website: gribbins.com
Type of work: sd
Trade: Sheet metal & Mechanical

Hi-Tech Sheet Metal, Inc.

Contact: Patricia Koch
115 W. Jefferson Avenue
Chandler, IN 47610
Phone: 812-925-3322
Fax: 812-925-8140
Email: patti@hi-techsm.com
Web: hi-techsm.com
Type of work: hvac, hac, asm, ism, kit, mfg
Trade: Sheet metal & Mechanical

Industrial Contractors SKANSKA

Contact: Keith Schnur
401 NW First Street
Evansville, In 47708
Phone: 812-464-7289
Fax: 812-464-9050
Email: keith.schnur@skanska.com
Web: www.usa.skanska.com
Type of work: asm, cf, hvac, ism, kit, mfg, sd, svc
Trade: Sheet metal, Roofing & Mechanical

Je Shekell, Inc.

Contact: Kevin Shekell
424 W. Tennessee Street
Evansville, IN 47710
Phone: 812-425-9131
Fax: 812-435-1440

Email: kshekell@shekell.com
Web: shekell.com
Type of work: hvac, hac, ism, kit
Trade: Sheet metal & Mechanical

Midwest Mechanical Services

Contact: Russ Fulton
2161 Commercial Court
Evansville, IN 47720
Phone: 812-421-3838
Fax: 812-437-3838
Email: russ@midwestmechanical.net
Type of work: hvac, hac, tb
Trade: Sheet metal, Mechanical & Tab

Midwest Roofing-Sheet Metal

Contact: Larry Goedde
1208 N. Harlan Avenue
Evansville, IN 47711
Phone: 812-423-1138
Fax: 812-423-7255
Email: larry@mwrsm.com
Type of work: hvac, ism, asm
Trade: Sheet metal, Roofing & Mechanical

Ray Haase Heating & AC

Contact: Ray Haase
441 Hoffman Drive
Henderson, Ky 42420
Phone: 270-826-6608
Fax: 270-826-6684
Email: ray@rayhaaseht.com
Web: rayhaaseht.com
Type of work: asm, hvac, ism
Trade: Sheet metal

Vindhurst Sheet Metal, LLC.

Contact: Rick J. Vindhurst
2010 N. Grand Avenue
Evansville, IN 47711
Phone: 812-422-0143
Fax: 812-422-4363
Email: rickj@vindhurstsheetmetal.com
Type of work: cf, hac, hvac, ism, kit
Trade: Sheet metal

The work abbreviations indicate specialization in:

asm:	architectural sheet metal
cf:	custom fabrication & manufacturing (non-hvac)
hac:	residential htg. & ac
hvac:	commercial htg. & ac
ism:	industrial sheet metal
kit:	kitchen mfg.
mfg:	manufacturing
sd:	siding-decking
svc:	commercial service
tb:	testing-balancing

Negotiating committees

Sheet Metal Contractors Association of Evansville, Inc.

Andrew Hubbard, Chairman
Larry Goedde
Kevin Shekell
John Bagby
Denise Hull

Sheet Metal Workers International Association Local No. 20

David G. Johnson, Chairman

John M. Wright

Peter Winzeler

J. Scott Parks

Vernon Stonestreet

ADDENDUM I

SECTION 1. The parties understand that it is an impossible task to spell out in complete detail the work of the bargaining unit. Accordingly, even though specific work may not be specifically spelled out, it will nevertheless be considered as and treated as part of the bargaining unit work if it has been historically performed by bargaining unit employees and this shall apply irrespective of any new methods, processes or materials which are used as a substitute for other methods of performing the work. In such latter instance the work shall nevertheless be considered bargaining unit work. The bargaining unit herein consists of a single multi-employer unit consisting of all of the employees engaged in the work described herein in the territory covered by this Agreement working for the Employer members of the Association and those Employers who have signed this Agreement and by the execution of same have agreed to be part of the single-bargaining unit.

SECTION 2. Employer Qualifications.

a. An “Employer,” as used herein is defined to mean a person, firm or corporation having certain qualifications and maintaining a permanent place of business with a business telephone, open to the public during normal business hours and suitable financial status to meet payroll requirements and employing not less than one (1) journeyman sheet metal worker who is not a member of the firm on all work specified in Article I of this Agreement.

b. Unemployment Insurance: The Employer agrees to carry unemployment insurance regardless of the number of men he employs. All unemployment compensation payments are to be filed with the Indiana State Employment Security Division or the similar department for the State of Kentucky.

c. Workmen’s Compensation Insurance: The Employer shall carry Workmen’s Compensation Insurance on all employees and shall furnish the Union with a Certificate indicating such coverage. Such certificate shall be current and shall be furnished to the Union at least annually. The failure to carry Workmen’s Compensation Insurance and to furnish the Union with a certificate shall be grounds for immediate action on the part of the Union by the giving of a seventy-two (72) hour written notice to the Employer. All workmen shall promptly report all accidents to the Employer in accordance with the requirements of insurance companies and the State Industrial Board.

d. Not more than one person connected with the management of the sheet metal shop or business in which they are interested, whether such persons hold withdrawal cards or not, may work with the tools of the trade and then in the shop only.

SECTION 3. Bidding Requirements of Article I.

a. The Employer and the Union will jointly make every effort to have the Architects and/or Engineers include in the Sheet Metal Sections all items belonging within our Industry to fabricate and/or install.

b. The Business Manager and Agents of the Union will be furnished prints and specifications of jobs if the information is public. Local #20 will bear all cost of reproduction.

c. The (c) portion alluded to in Article I, Section 1, shall be complied with and shall be construed as “Making the necessary adjustments at the direction of the Engineer after or during his test.”

SECTION 4. Recognition Clause for a 9 (a) Collective Bargaining Agreement:

Inasmuch as the Union has submitted proof and the Employer's bargaining representative is satisfied that the Union represents a majority of its employees in the bargaining unit described herein, the representative recognizes the Union as the exclusive collective bargaining agent for all employees within that bargaining unit, on all present and future jobsites within the jurisdiction of the Union, unless and until such time as the Union loses its status as the employee's exclusive representative as a result of an NLRB election, requested by the employees. However, in the event a petition is filed with the NLRB, either before or after the expiration of this Agreement, the Union and the Employer (including any Employer assenting to this Agreement subsequent to its effective date) agree that the appropriate bargaining unit shall consist of all employees of all Employers signatory to the Evansville area Agreement.

SECTION 5. Access to Premises.

a. During working hours, the Business Manager or Business Representative of the Union shall have reasonable access to the Employer's shop or jobsite where employees are employed. Safety regulations as required shall be followed.

ADDENDUM II

SECTION 1. Integrity Clause.

a. A "bad-faith employer" for purposes of this Agreement is an Employer that itself, or through a person or persons subject to an owner's control, has ownership interests (other than a non-controlling interest in a corporation whose stock is publicly traded) in any business entity that engages in work within the scope of SFUA Article I hereinabove using employees whose wage package, hours, and working conditions are inferior to those prescribed in this Agreement, of, if such business entity is located or operating in another area, inferior to those prescribed in the agreement of the sister local union affiliated with Sheet Metal Workers' International Association, AFL-CIO in that area.

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

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

In the event any Employer signatory to or bound by this Agreement shall be guilty of fraudulent conduct as defined above, such Employer shall be liable to the Union for liquidated damages at the rate of five hundred dollars (\$500) per calendar day from the date of failure to notify the Union until the date on which the Employer gives notice to the Union. The claim for liquidated damages shall be processed as a grievance in accordance with, and within the time limits prescribed by, the provisions of SFUA Article X.

c. Work Preservation Clause.

The Employer agrees that no evasion of the terms, requirements and provisions of this Agreement will take place by the setting up of another business to do work covered by this Agreement, or in any other way attempt to or actually evade or nullify responsibility hereunder. If and when the Employer shall perform any work of the type prohibited by Section 1(a) hereof, the terms and conditions of this Agreement shall be applicable to all such work.

In the event that the conditions set forth in the paragraph above are met but the Agreement is not deemed applicable to the non-signatory entity, then the Employer shall be liable to the Union for all damages incurred.

ADDENDUM III

SECTION 1. Work-To-Be-Performed.

Work To Be Performed Statement

Date:

**Project Name
and Address:**

**Type of
Project:**

- Commercial
- Industrial
- Institutional
- Residential
- Utility
- Other

Awarding Authority:

- General Contractor
- Mechanical Contractor
- Owner
- Other

The following checked items are applicable to the above jobs and have been assigned to sheet metal workers:

Architectural:

- Ceiling
- Cornice
- Draft curtains
- Fascia
- Fire curtains
- Louvers
- Partitions
- Roof decking
- Roofing
- Siding
- Skylights
- Soffits

Miscellaneous:

- Air slides
- Airveyors
- Clean rooms
- Conveyors
- Dryers
- Dust control systems
- Enclosures
- Fume control systems
- Gravity chutes
- Guards (Machines, etc.)
- Industrial blowers
- Industrial fans
- Kitchen equipment
- Laboratory equipment
- Lockers
- Ovens
- Pneumatic conveyors
- Shelving
- Spray booths
- Storage bins
- Toilet partitions

Solar:

- Collectors
- Systems
- Supports

Hvac:

- Air light troffers
- Air troffers
- Convector covers
- Mixing boxes
- Strip line diffusers
- Terminal reheat boxes

Signature of Authorized Company Representative

SECTION 2. The Employer agrees to complete a “Report of Construction Contractor’s Wage Rates” – Form WD-10 – as provided by the U.S. Department of Labor, for all jobs and provide the Union with a copy of same. (Form follows.) (Information is to be provided for all jobs outside of Vanderburgh County and on jobs consisting of more than five hundred (500) hours within Vanderburgh County.)

ADDENDUM IV

SECTION 1. Hiring.

- a. Superannuated Employees: The Employer agrees not to discriminate against employees because of age when hiring or terminating employment.
- b. The Employer shall hire from the unemployed list of the Local Union.
- c. The Union will not furnish workmen to other Employers engaged in the same class of work as this Employer, unless such other Employers comply with all terms and conditions of this Agreement.

SECTION 2. Lay off.

- a. Employers are required to inform men prior to the start of a job of weather conditions if men are NOT to report for work.
- b. In the event of a layoff the first men to be laid off will be men working out of the jurisdiction of another Local Union.
- c. Employees shall be notified one (1) hour in advance in the event of a layoff. This does not include layoff caused by weather conditions, material shortages, or any other conditions beyond the control of the Employer.
- d. Employees who are laid off or discharged shall be allowed up to one-half (1/2) hour to gather their tools and personal belongings so that they may be off the jobsite at regular quitting time.
- e. All payroll stubs shall show the hours worked and all withholding deductions. All expenses shall be listed as such.
- f. When an employee is going to be sent to a special agreement jobsite, the Employer shall make every effort to notify the employee one (1) day in advance that he is going to be sent to the project.

ADDENDUM V

SECTION 1. Discrimination.

- a. The parties to this Agreement agree to fully comply with all of the provisions of Title VII of the Civil Rights Act of 1964, Presidential Executive Order 11246 and the Indiana Fair Employment Practices Act with respect to selection, training and employment of apprentices and trainees; to the referral practices in connection with applicants for employment; and to all employment practices including job promotion and working conditions with respect to all workers and supervisory employees, to the end that no discrimination shall be practiced in respect to age, sex, religion, race, color, mental or physical handicap, or national origin. This also includes veterans (Vietnam era, etc.). This Section includes the F.M.L.A. Act of 1993.

As used in this document, the terms “he”, “his” or similar masculine pronouns shall be construed to include the feminine alternatives of such pronouns. Such terms are used solely for grammatical purposes and shall not be construed to limit this contract or its application on the basis of sex, race, national origin or any other classifications.

SECTION 2. Picket.

a. It is agreed that the Employers who are a party to this Agreement will not discharge employees because of legal or reasonable Union activities.

ADDENDUM VI

SECTION 1. Establishing a four (4) ten (10) hour work day scheduled Monday through Thursday and using Friday as a make-up day will be an acceptable practice when the employees, Employer and Union agree to establish said practice on a job by job basis.

SECTION 2. Other Overtime.

a. Time and one half (1 ½) the regular rate of pay shall be given employees to work outside the regular working hours Monday through Saturday, under the following conditions: air conditioning and heating service work where the members of the Union are not working with other crafts at double time rate (2) or overtime pay.

b. It is understood that all journeymen sheet metal workers, apprentices, and preapprentices shall report to the shop or job sufficiently in advance of starting time so they will be ready to start work promptly at the agreed starting time and shall remain working until quitting time. This shall not be construed to mean the loading or unloading of materials prior to the agreed starting time unless authorized at an overtime rate.

c. “No work shall be performed on Labor Day except that affecting the health and safety of the public and with approval of the Union.”

SECTION 3. Shift Work.

a. Shift work, when required by the Employer, shall consist of two (2) or more consecutive shifts in a shop or on a job, a minimum of five (5) days in an eight (8) working day period and pay for shift work will be as follows:

b. First Shift: Regular rate, plus all fringe benefits. First shift shall be performed during the regular working hours between 8:00 A.M. and 4:30 P.M. Monday through Friday.

c. Second Shift: Regular rate, 5% of base rate per hour premium plus all fringe benefits. Second shift shall be performed between the hours of 4:30 P.M. and 1:30 A.M. with the days of the week defined as:

- Monday – Between 4:30 P.M. Monday and 1:30 A.M. Tuesday.
- Tuesday – Between 4:30 P.M. Tuesday and 1:30 A.M. Wednesday.
- Wednesday – Between 4:30 P.M. Wednesday and 1:30 A.M. Thursday.
- Thursday – Between 4:30 P.M. Thursday and 1:30 A.M. Friday.
- Friday – Between 4:30 P.M. Friday and 1:30 A.M. Saturday.

d. In the event three (3) shifts are necessary the rate of pay is as follows:

First Shift: Regular rate plus all fringe benefits.

Second Shift: Regular rate, 5% of base rate per hour premium plus all fringe benefits, working seven and one-half (7 ½) hours and being paid for eight (8) hours.

Third Shift: Regular rate, 5% of base rate per hour premium plus all fringe benefits, working seven (7) hours and being paid for eight (8) hours. Third shift shall be performed between the hours of 12:01 A.M. and 8:00 A.M. with the days of the week defined as:

- Monday - Between 12:01 A.M. Monday and 8:00 A.M. Monday.
- Tuesday - Between 12:01 A.M. Tuesday and 8:00 A.M. Tuesday.
- Wednesday – Between 12:01 A.M. Wednesday and 8:00 A.M. Wednesday.
- Thursday – Between 12:01 A.M. Thursday and 8:00 A.M. Thursday.
- Friday – Between 12:01 A.M. Friday and 8:00 A.M. Friday.

e. An Employer may work on occupied premises a second and/or third shift without a first shift at 5% base rate as premium plus fringes as long as shift ends on a weekend or holiday and no other craft is working at one and one half (1 ½) or two (2) times rate on said job.

f. An early starting time may be used when mutually agreed upon by the Employer, the employee and Union Business Representative.

1). No employee shall suffer a loss of working pay as a result of shift work that would reduce his working pay below forty (40) hours for the week.

2). Shift work shall be allowed on new construction jobsites when authorized by the Business Manager.

Shift work shall be for at least five (5) consecutive days duration, and any work short of this minimum requirement shall be agreed to by the Business Manager.

3). Shift work shall consist of eight (8) consecutive hours.

During the regular work week two (2) consecutive hours worked in conjunction with the shift work hours shall be paid at one and one-half (1½) times the shift work hourly rate. All other hours worked in conjunction with the shift work shall be paid at two (2) times the shift work rate.

ADDENDUM VII

SECTION 1. Travel Expense – Transportation provided by employer.

a. No travel expense shall be paid for the first sixty (60) miles to and from the jobsite beyond the following boundaries: Going North, Highway 41 and I-64, Going South, Highway 41 and the Ohio River, Going East, Lloyd Expressway and I-164, Going West, Lloyd Expressway and County Line Road, or the employees residence, whichever is closer.

b. If employee travels outside of regular working hours they shall be paid their straight time base rate to and from the jobsite at the rate of fifty (50) miles per hour, less the sixty (60) mile free zone. This travel expense shall be limited to fifty (50) miles beyond the free zone.

c. Employees that are requested to pick up trucks at shop and to have the truck at the jobsite by starting time shall be paid nine dollars (\$9.00) per day. Employees that are requested to return the trucks to the shop after the crew stopping time shall be paid nine dollars (\$9.00) per day.

SECTION 2. Travel Expense – Transportation provided by employee.

a. When an employee travels outside of regular working hours, no travel expense shall be paid for the first twenty (20) miles to and from the jobsite from the following boundaries: Going North, Highway 41

and I-64, Going South, Highway 41 and the Ohio River, Going East, Lloyd Expressway and I-164, Going West, Lloyd Expressway and County Line Road, or the employees residence, whichever is closer. When an employee travels outside of regular working hours and when twenty (20) miles beyond the boundary, employee shall be paid mileage based on the current IRS allowable rate per mile.

b. When employed in the shop or on a job, travel time occurring during the eight hours normally worked is to be considered as time worked on daily time card. Mileage at the IRS allowable rate per mile shall be paid the employee for the use of their vehicle during working hours (i.e., Shop to job, job to job, job to shop).

SECTION 3. Per Diem.

a. When a job requires being out of town for less than one week, eighty-five dollars (\$85.00) per day will be paid for each day and night spent away from home, with the exception of nights spent on Pullman for which cost is paid by the company. At the completion of a job or when an employee returns at the direction of the company, the sum of forty-five dollars (\$45.00) shall be paid as expense for the day involved. EXAMPLE: A job started on Monday and finished on Thursday, eighty-five dollars (\$85.00) each day shall be allowed for Monday through Wednesday and forty-five dollars (\$45.00) for Thursday, or a total of three hundred dollars (\$300.00).

b. When a job will require being in any city more than one week, an allowance of five hundred ninety-five dollars (\$595.00) per week is made.

c. All transportation expense, in addition to travel expense, is to be paid for on the basis of actual cost, whether by plane, railroad, bus or company vehicle, the only exception being travel by plane will be compensated at regular hourly rate. When using employee’s own vehicle, he will be compensated in addition to the regular travel expense involved (if any) to the extent of the IRS allowable amount, per mile. This Agreement is also to apply when employee’s own vehicle is used for transportation to and from the job in the city where the work is done.

ADDENDUM VIII

SECTION 1. Effective March 13, 2012. JOURNEYMAN A

a. Base Rate	\$ 28.83
401(a) Plan30 S
Working Dues Check-off (Deduct After Taxes).....	(1.51) S
Credit Union (Deduct After Taxes)	(1.75) S
Targeting Fund (Deduct After Taxes)	(.15)
Health and Welfare	7.05 S
Pension	7.85 N
SASMI	1.32 N
ITI (.12), NEMI (.03), SMOHIT (.02), SMWIASF (.01)18 N
Local Training (. 67), A&SA & Safety Training (.08), SIBTC (.01), TWIC (.01), LMCC (.05)82 S
Education and Promotion – Local (.23), Natl. (.09).....	<u>.32 S</u>
TOTAL	\$46.67*

Effective July 1, 2012 - \$1.15 to be allocated.
 Effective July 1, 2013 - \$1.15 to be allocated.
 Effective July 1, 2014 - \$1.15 to be allocated.

*The parties agree to the above increases effective July 1, 2012. Each annual increase in compensation shall be first allocated as increases in the contributions on behalf of covered bargaining unit employees to the associated benefit funds identified in this collective bargaining agreement in the amounts designated in writing as necessary increases by the respective benefit fund trustees. Any remaining portion of this wage increase shall then be allocated to the hourly wage rate of the covered bargaining unit employees.

The following classifications of Journeyman (B-E) indicate how taxable wages are affected by a Journeyman's election to have a higher 401(a) contribution level. All other fringes are the same as for Journeyman A above.

JOURNEYMAN B	Effective 3/13/12
Taxable Wage	\$27.83
Overtime Wage (x 1.5)	\$42.25
Overtime Wage (x 2)	\$56.66
401(a) Plan	\$ 1.30

JOURNEYMAN C	Effective 3/13/12
Taxable Wage	\$26.83
Overtime Wage (x 1.5)	\$41.25
Overtime Wage (x 2)	\$55.66
401(a) Plan	\$ 2.30

JOURNEYMAN D	Effective 3/13/12
Taxable Wage	\$25.83
Overtime Wage (x 1.5)	\$40.25
Overtime Wage (x 2)	\$54.66
401(a) Plan	\$ 3.30

JOURNEYMAN E	Effective 3/13/12
Taxable Wage	\$24.83
Overtime Wage (x 1.5)	\$39.25
Overtime Wage (x 2)	\$53.66
401(a) Plan	\$ 4.30

Please note: \$0.20 per hour will be contributed to the 401(a) Plan for apprentices. Effective August 1, 1999, 4th and 5th year apprentices taxable wages may be affected by an apprentice's election to have a higher 401(a) contribution level = \$1.20.

b. Jobsite Foreman Pay will be:

Jobsite Foremen Pay will be:

4 to 10 men \$1.75 above Journeymen Scale

11 and over one at \$2.25 above Journeymen Scale and one at \$1.75 above Journeymen Scale

The appointment of the Foreman shall be the responsibility of the Employer. Only one foreman is required in the shop.

No field foreman can take charge of more than ten (10) men.

SECTION 2. Fringe Deposits.

a. National Pension, International Training, NEMI, SMOHIT, SMWIA Scholarship, and SASMI will be paid on or before the 20th day of the succeeding month and shall be remitted to: Sheet Metal Workers' National Funds, P.O. Box 79321, Baltimore, MD 21279-0321. (Send the original copy of remittance report with one check.) Health and Welfare, Local Training, A & SA, S.I.B.T.C., Working Dues check-off, PAL, Federal Credit Union and Education and Promotion shall be paid on or before the 20th day of the succeeding month and shall be remitted to: Sheet Metal Workers Local No. 20 Welfare and Benefit Fund, P.O. Box 55287, Indianapolis, IN 46205. (The remaining copies of the remittance report less one copy for your files, should be sent along with your check.)

a. (1). An itemized accounting of all Evansville area contractor remittances and copies (Sheet Metal Workers' Uniform Fringe Benefit Remittance Report) of all contractor remittance reports for the Local Training Fund, S.I.B.T.C., Alcohol and Substance Abuse Fund and Education and Promotion Fund along with the remittances shall be sent to the Sheet Metal Contractors Association of Evansville, Inc., 2556 Waterbridge Way, Evansville, IN 47710 at least once every seven (7) days.

b. Health and Welfare Fund. It is agreed that all employees in the collective bargaining unit shall participate in the Sheet Metal Workers' Local Union No. 20 Health and Welfare Fund, the Trust Agreement of which, as amended and restated from time to time, is incorporated herein by reference and made a part of this Agreement.

The Employer agrees to pay the amounts specified in Addendum VIII, Section 1(a) of this Agreement for "Health and Welfare," for each hour worked by its employees covered by this Agreement, including all non-bargaining unit work and bargaining unit work, into the Sheet Metal Workers' Local Union No. 20 Health and Welfare Fund, at the depository designated by the Trustees of the Welfare Fund, on or before the 20th day of each month for work performed during the preceding month.

c. Pension Payments. Commencing with the 1st day of July, 1997 and for the duration of this Agreement and any renewals or extensions thereof; the Employer agrees to make payment to the Sheet Metal Workers' National Pension Fund the amount specified in Addendum VIII, Section 1 (a) for each hour worked by the employee covered by this Agreement according to the Standard Form of Participation Agreement (Exhibit Plan A) which has been duly executed and is attached and made a part hereof as if set forth herein verbatim.

d. S.A.S.M.I. Beginning on July 1, 2000 the Employer shall make monthly payments of an amount equal to three percent (3%) of the Gross Earnings of each Employee subject to this Agreement to the National Stabilization Agreement of Sheet Metal Industry Trust Fund (SASMI). Gross Earnings, for purposes of this Agreement, shall mean (a) total wages paid to an Employee by the Employer which are reportable by the Employee for Federal Income Tax purposes, and (b) any and all contributions paid by such Employer on behalf of the Employee to a pension and/or health and welfare fund.

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

It is agreed by both parties that the SASMI Work Rules will become a part of this Agreement through adoption of the SASMI Program.

e. Credit Union – Federal Credit Union Savings Plan.

(1). The Employer shall withhold from wages of each employee subject to this Agreement the following amount for the number of hours worked. This withholding shall hereinafter be referred to as a savings deduction and placed in a Trust Fund, which is the Sheet Metal Workers' Federal Credit Union (Gary Area), or its successor. The savings deduction shall be for each hour worked for each employee and shall continue the same until the termination of this Agreement; \$1.75 for Journeymen, \$0.75 for apprentices and the applicable contribution amount per hour for Industrial Workers, Residential and Service Workers.

(2). The Employers shall treat said amount contributed to the Savings Plan as wages and shall make all legal payroll deductions for Withholding Tax, Social Security, etc., from the total wages, and shall then set aside this full amount for the Savings Plan for transmittal each month to Sheet Metal Workers' Local 20 Welfare and Benefit Fund, P.O. Box 55287, Indianapolis, IN 46205. Such payments shall be made on or before the 20th day of the succeeding month.

(3). During the weeks of January 1 and July 1 of each year, the member may file a request with the Employer to increase or decrease his credit union payroll deduction amount, however, minimum deduction is stated.

f. Working Dues Check-Off.

The Employer agrees to deduct, for the period of this Agreement and upon receipt of written authorization from each employee of the Employers, from the net wages of each employee, initiating such authorization, the sum specified through the written authorization for a Working Dues check-off. It is clearly understood that the sum per payroll hours deduction is in addition to the member's regular dues. (All such monies thus withheld shall be deposited by the 20th of each month, for the previous months withholding at the depository designated by the Local Union. All such monies deposited will be credited by the depository to Local Union #20 account.)

It is agreed by both parties, that in the event the Local Union #20 changes the amount of Working Dues check-off, or Health and Welfare or our National Pension monies, during this Agreement, the Employer will deduct said monies, from our basic wages upon written notice from the Local Union.

g. Local Training Fund. The Employers agree to pay the Union allocated amount as per current wage agreement for each hour worked by journeymen, apprentices and preapprentices covered by this Agreement to the Sheet Metal Workers' Local Training Fund on or before the 20th day of each month for the preceding month as specified in payment procedures. The fund shall be jointly administered by the Joint Apprentice Committee. The Committee shall administer the Fund for educational and training purposes, pursuant to Trust Agreement. If and when all other areas of Local Union No. 20 agree to merge into the State Trust, the Evansville area JATC will do so in a timely manner.

h. Education and Promotion Fund. The Employer agrees to promote programs of industry education, training, administration of collective bargaining agreements, research and promotion, such programs serving to expand the market for the service of the sheet metal industry, improve the technical and business skills of Employer, stabilize and improve the Employer-Union relations, and promote, support and improve the training and employment opportunities for employees.

No part of these payments shall be used for political or anti-union activities.

The Employer shall pay to SMCAIF of Evansville's Education and Promotion Fund twenty-three cents (\$0.23) per hour for each hour worked on or after the effective date of this Agreement by all employees of the Employer covered by this Agreement. The monthly contribution period shall include the payroll period during the preceding calendar month.

Upon request, the Sheet Metal Contractors' Association of Evansville, Inc., and Sheet Metal Workers' Local No. 20 agree to reopen Article VIII, Section 2 (h). (SMCAIF of Evansville, Inc.) thirty (30) days thereafter for the sole expressed purpose of increasing Employer hourly contributions. There shall be no lockout or strike over this issue.

i. Effective July 1, 1992, the Employers will contribute to the Sheet Metal Workers' International Association Scholarship Foundation, Inc., one cent (\$0.01) per hour for each hour worked by each employee of the Employer covered by this Agreement, except preapprentices. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted for the purpose of transmittal through the National Benefit Funds. **See Section 1(a) of this Addendum.

j. The Union and the Association and/or signatory Employer hereby agree that the drug and alcohol testing and rehabilitation program developed by the joint efforts of the Southwestern Indiana Building Trades Council and the area contractor associations is incorporated by reference herein and made a part of this Agreement.

k. Effective July 1, 2000, the Employers will contribute one cent (\$0.01) per hour worked by journeymen and apprentices to the Southwestern Indiana Building Trades Council.

l. Political Deductions: The Employer agrees to honor political contribution deduction authorization from its employees who are union members in the following form:

"I hereby authorize the Union to deduct from my pay the sum of up to five cents (\$0.05) for each hour worked and to forward that amount to PAL Political Fund and/or AFL-CIO COPE. This authorization is signed voluntarily and with the understanding that PAL Political Fund and/or AFL-CIO COPE will use this money to make political contributions and expenditures in connection with federal, state and local elections. I am aware of my right to refuse to sign this authorization without reprisal. This authorization may be revoked by mailing notices of revocation by United States Registered or Certified Mail, Return Receipt Requested, to the Treasurer, PAL Political Committee and/or AFL-CIO COPE, 1750 New York Avenue, N.W., Washington, D.C. 20006, and to the Employer."

The political contribution deduction shall be made each pay period of each month during which an employee who has performed compensated service has in effect a voluntarily executed political contribution deduction authorization. The money shall be remitted within thirty (30) days after the last pay period of the preceding month to PAL Political Fund and/or AFL-CIO COPE, 1750 New York Avenue, N.W., Washington, D.C. 20006, accompanied by a form stating the name and hours worked for each employee for whom a deduction has been made. The amount of PAL deduction must be uniform for all employees signed to an authorization card.

m. Defined Contribution Pension Plan – 401(a): It is agreed that all employees in the collective bargaining unit shall participate in the Sheet Metal Workers Local Union No. 20 Defined Contribution Pension Fund, the Trust Agreement of which, as amended and restated from time to time, is incorporated herein by reference and made a part of this Agreement. The Employer agrees to pay the amounts specified in Article VIII, Section 1(a) of this Addendum for "401(a) Plan" for each

hour worked by its employees covered by this Agreement, including all non-bargaining unit work and bargaining unit work, into the Sheet Metal Workers Local Union No. 20 Defined Contribution Pension Fund, at the depository designated by the Trustees of the Fund. It is understood and agreed that contributions to the Defined Contribution Pension Plan – 401(a) are due and payable on or before the 20th day of each month for work performed by employees in the preceding month.

n. Labor/Management Trust Fund: The Employers agree to pay the union allocated amount specified in this Agreement – five cents (\$0.05) – for each hour worked by each employee covered by this Agreement to the Labor/Management Trust Fund. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted for the purposes of collection and transmitted through the Local 20 Health & Welfare Fund, 2828 East 45th Street, P.O. Box 55287, Indianapolis, IN 46205. Administration of the labor/management fund will be the responsibility of the J.A.T.C. trustees.

o. Effective July 1, 2009, the Employers will contribute one cent (\$0.01) per hour worked by journeymen and apprentices to the Transportation Worker Identification Credential (TWIC) fund. Administration of the TWIC fund will be the responsibility of the J.A.T.C. trustees.

SECTION 3. Non- Payment of Fringe Benefits.

a. The Trustees of the respective Funds are hereby authorized to establish a schedule of liquidated damages to be assessed against and to be paid by, any Employer who fails to make timely payments to said Funds in accordance with provisions of this Agreement.

The Trustees of the several Funds (to which Fund payments were required to be made by Employers under this Agreement) may for the purpose of collecting any payments required to be made to such Funds, including damages and costs, and for the purpose of enforcing rules of the Trustees concerning the inspection and audit of payroll records, seek any appropriate legal, equitable and administrative relief and they shall not be required to invoke or resort to the grievance or arbitration procedure otherwise provided for in this Agreement. In the event it becomes necessary to initiate any such authorized action against any Employer, such Employer shall be obligated to pay to the respective Funds all expenses incurred by the Trustees in such action, including reasonable attorney's fees.

If an Employer becomes delinquent in his contribution to any of the above Funds, the Trustees of said Funds may initiate whatever action is deemed necessary to facilitate the timely collection of said Funds.

It is understood and agreed that contributions to the respective funds are due and payable on or before the 20th day of each month for work performed by employees in the preceding month. Failure to submit a proper statement of payroll and fringe benefit fund contributions (including the pension, vacation and industry fund and the insurance trust accounts) upon written demand by the Union shall constitute a violation of this Agreement and shall be grounds for immediate action on the part of the Union to collect these amounts. If the delinquent Employer fails to make proper contributions within seventy-two (72) hours after he is notified in writing that such fringe benefit contributions are delinquent, the delinquent Employer shall suffer a work stoppage on all jobs and/or shops manned by Union employees until written proof has been provided that all payments have properly been brought up to date. The Union employees who stop work in accordance with this provision shall be paid at their regular rate of pay during such work stoppage in order that no loss of pay shall be suffered for the men under employment of the delinquent Employer. "Each Employer who becomes delinquent after the date of this Agreement in the payment to fringe benefit funds shall post a surety bond in the amount of thirty thousand dollars (\$30,000.00) with terms and conditions acceptable to said Trustees to assure collection of contributions to the funds."

ADDENDUM IX

SECTION 1. Tool List.

- a. Workmen shall accept responsibility for Employer's tools and equipment issued to and signed for by him; the Employer is responsible for furnishing proper facilities for the care and security of these tools and equipment. A lockable gangbox and/or area will be furnished for employee's tools.
- b. All employees will be compensated when taking welding test for certification.

SECTION 2. Injured Employee.

- a. When a member or apprentice of Local 20 is required to take a COMPANY physical or is HURT on the job, lost time due to Doctors' visits will be on COMPANY TIME, unless employee is drawing WORKMEN'S COMPENSATION.
- b. When an employee loses time from his present Employer, due to an injury from a previous Employer, in order to file a legal claim against his former Employer he shall (1) submit evidence in writing within thirty (30) days of the doctor's visit (lost time); (2) give written evidence from the doctor of visit; and (3) give evidence of lost time from current Employer.

SECTION 3. Safety.

- a. The Contractor is responsible for arranging or providing a proper place for lunch, sanitary cooled drinking water and toilet facilities for his personnel.
- b. All employees must comply with the recognized safety regulations and wearing of personal safety equipment as required. All safety equipment must be kept in good condition and an adequate supply. The Employer and each employee has the duty to comply with safety and health standards and all rules, regulations and orders issued pursuant to the provision of the Occupational Safety & Health Act (OSHA) in the performance of their work. All employees are requested to take the first aid training course and CPR training taught by the American Red Cross or its equivalent, and the OSHA ten- (10) hour course. These programs will be administered by the JATC and current records maintained on the union members.
- c. Any Employer employing fifteen (15) or more members on a field job or fifteen (15) or more members in the shop will have a safety steward. This safety steward on a field job will conduct a five- (5) minute safety meeting once a week with complete crew. The safety steward in the shop along with the shop foreman and a member of the company will meet once a month to discuss safety matters pertaining to the Union and working conditions.
- d. Before reporting any alleged violation of safety or health regulation to any federal or state agency, the unsafe condition will be resolved through the following procedures: When unsafe vehicles, equipment or machinery and health violations exist, the employee shall bring it to the attention of the foreman. If the condition is not corrected: (1) the safety steward shall be called in to review the problem. (2) if the above step does not resolve the problem, the Business Representative and a Company representative will be called to attempt to resolve the condition. (3) If the above steps fail to solve the problem, the dispute shall be submitted to the Grievance Procedure in Article X within 10 days.

e. Hard hats, welding hoods, welding gloves, welding sleeves (when necessary), cutting goggles, safety glasses, ear protection and new clean headbands shall be furnished by Employer when replaced with previous issue.

f. On construction jobs the Employer shall provide or make an effort to provide or secure with available resources a suitable enclosed, clean, heated area for the use of his employees.

g. When an employee fails to observe safety rules, or is reckless and intentionally damages equipment, the employee is subject to immediate termination.

ADDENDUM X

SECTION 1. Stewards.

a. As a matter of Union policy, a company or a job steward will be appointed to represent Local Union No. 20. All matters pertaining to the Union and working conditions, shall receive the cooperation of the Steward and the Management.

b. The Steward shall be the last man other than foreman to be laid off and first to be recalled, if qualified to do the work. In the event that the “one, one and one” (1-1 and 1) ratio in Addendum XII Section I is applied, the Steward shall be the last man laid off.

c. Stewards shall attend all safety meetings on the jobsite or in the shop, except when foremen are required by the customer.

d. The Steward and/or appointed Steward shall be notified first as to the number and names of employees receiving their lay-off notice. The Steward and/or appointed Steward shall be notified two (2) hours when possible prior to the end of the regular work day concerning overtime to be worked and the names of employees who are requested to work the overtime.

e. When three (3) or more employees are required to work on overtime one (1) shall be the Steward and/or the appointed Steward who shall represent the Union, if qualified to do the work.

SECTION 2. In addition to the settlement of grievances arising out of interpretation or enforcement of this Agreement as set forth in the preceding sections of this Article, a controversy or dispute arising out of the failure of the parties to agree upon a renewal of this Agreement may be settled as hereafter provided in this Section 8. This may be done only if both parties first expressly agree in writing to utilize, specifically as to a particular contract renewal or dispute, the (interest arbitration) settlement procedures set forth in this Section.

ADDENDUM XI

SECTION 1. Joint Apprentice Committee.

a. April 1st until September 1st shall be the time of new apprentice placement with all new apprentices starting school at the beginning of the school term in September.

(1). If a contractor has an apprentice complete the program between September to January 31, the contractor may request a replacement from the committee to start September 1st and it shall be granted.

(2). If a contractor has an apprentice leave the program after September 1st, the contractor may request a replacement from the committee and it shall be at the discretion of the committee to replace the apprentice.

(3). The wage scale for apprentices shall be established and maintained on the following percentage basis of the established base rate of journeymen sheet metal workers: plus all fringe benefits, except the credit union deduct, which shall be seventy-five cents (\$0.75) per hour for all apprentices.

SECTION 2. The apprenticeship ratio specified in Article XI, Section 3 shall be maintained in the shop, on the job, and all work outside the regular working hours. Apprentices shall not be allowed to work outside the jurisdiction of Local Union 20. All journeymen and apprentices shall work under the supervision of a sheet metal foreman of Local 20 at all times. Foreman wage and ratio to be determined by Addendum VIII, Section 1 (b).

ADDENDUM XII

SECTION 1. Preapprentices.

The apprentice, preapprentice ratio to journeymen will be modified from the Standard Form of Union Agreement A-3-87 as follows:

<u>JOURNEYMEN</u>	<u>APPRENTICE</u>		<u>PREAPPRENTICE</u>
1	1	AND	1
3	1	“	1
5	1	“	2
7	2	“	2
15	2	“	3
18	2	“	4
21	3	“	4
24	3	“	5
27	3	“	6
30	4	“	6
33	4	“	7
36	4	“	8
39	5	“	8

For each additional six (6) journeymen employed, the Employer will be entitled to hire one (1) additional apprentice and one (1) additional preapprentice. The Employer will contribute the hourly amount specified in Addendum VIII to the Health and Welfare Fund for each preapprentice employed by the Employer.

ADDENDUM XIII

INDUSTRIAL ADDENDUM

It is agreed that the “Industrial Addendum” as written and approved by the Sheet Metal Contractors Association of Evansville, Inc., must be signed by individual Contractors, in order to be put into effect by the signatory Contractor.

ADDENDUM XIV

RESIDENTIAL ADDENDUM

It is agreed that the “Residential Addendum” as written and approved by the Sheet Metal Contractors Association of Evansville, Inc., must be signed by individual Contractors, in order to be put into effect by the signatory Contractor.

LICENSING REQUIREMENTS

Journeyman, apprentices and preapprentices employed on projects within the jurisdiction of this Agreement are required to obtain all necessary credentials, including but not limited to a Drug Card, ARSC Card and appropriate city-county installer’s license.

NON SOLICIT LANGUAGE

The union recognizes that one basis for the continuing financial well-being of each of its signatory employers and, hence, their employees is each employer’s customer list. Thus, to the extent that Indiana’s Uniform Trade Secrets Act applies to customer lists and all the nuances with respect to such lists, the union will have no objection to the employer maintaining its list as a private one with respect to its own employees and enforcing any and all legal requirements to protect that list from employee misuse.