

AGREEMENT

Between

THE SHEET METAL & ROOFING
CONTRACTORS' ASSOCIATION
OF THE MIAMI VALLEY, OHIO
2077 Embury Park Rd.
Dayton, Ohio 45414

and

SHEET METAL AIR, RAIL AND TRANSPORTATION
(SMART)

LOCAL UNION NO. 24
(Dayton Area)
4949 Northcutt Place
Dayton, Ohio 45414

June 1, 2013

to

May 31, 2016

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SHEET METAL LOCAL 24 (DAYTON WAGE RATES)
 HOURLY COST FOR SHEET METAL JOURNEYMEN AND APPRENTICES

EFFECTIVE JUNE 1, 2013 - MAY 31, 2014

HOURLY CLASSIFICATION	BASIC HOURLY	DED Ck-Off *	EMPLOYER CONTRIBUTIONS					SASMI	TOTAL HOURLY
			WELFARE	LOCAL PENSION	National Pen/Cola	Appr, ITI & SF	ASSN & Jry Ed		
JOURNEYMAN	26.52	2.03	3.79	8.88	3.61	0.83	0.48	1.28	45.39
*LEADMAN	27.77	2.06	3.79	8.88	3.61	0.83	0.48	1.28	46.64
*GEN. Foreman	28.77	2.09	3.79	8.88	3.61	0.83	0.48	1.28	47.64
APPRENTICES									
8th Period 80%	21.22	0.46	3.79	7.10	2.89	0.83	0.48	1.05	37.36
7th Period 75%	19.89	0.46	3.79	6.66	2.71	0.83	0.48	0.99	35.35
6th Period 70%	18.56	0.46	3.79	6.22	2.53	0.83	0.48	0.93	33.34
5th Period 65%	17.24	0.46	3.79	5.77	2.35	0.83	0.48	0.88	31.34
4th Period 60%	15.91	0.46	3.79	5.33	2.17	0.83	0.48	0.82	29.33
3rd Period 55%	14.59	0.46	3.79	4.88	1.99	0.83	0.48	0.76	27.32
2nd Period 52%	13.79	0.46	3.01	4.62	1.88	0.83	0.48	0.70	25.31
1st Period 50%	13.26	0.46	3.01	4.44	1.81	0.83	0.48	0.68	24.51
PROBATIONARY 47.5%	12.60	0.46	3.01	4.22	1.72	0.83	0.48	0.65	23.51

*Dues Check-Off: Journeyman	1.98
*Dues Check-Off: Apprentice	0.41
P.A.L.	0.05

*SMART Assessment -
\$0.11/hr for each hour worked

*Increase Foreman Premium by \$0.25 per hour if individual holds JATC Foreman Training Certificate

Wage Conversion Table
 June 1, 2013 – May 30, 2014
 Dayton Apprentices Working in Columbus

Dayton Apprentice Classification	Base Rate	Fringe Benefits (Dayton)	Total Package
Probationary 1 st Year	\$12.60	\$10.91	\$23.51
2 nd Year 1 st Period	\$13.26	\$11.25	\$24.51
2 nd Year 2 nd Period	\$13.79	\$11.25	\$25.31
3 rd Year 3 rd Period	\$18.14	\$12.73	\$30.87
3 rd Year 4 th Period	\$17.45	\$13.42	\$30.87
4 th Year 5 th Period	\$22.26	\$14.10	\$36.36
4 th Year 6 th Period	\$21.58	\$14.78	\$36.36
5 th Year 7 th Period	\$24.99	\$15.46	\$40.45
5 th Year 8 th Period	\$24.31	\$16.14	\$40.45

HOURLY COST FOR SHEET METAL JOURNEYMAN
AND APPRENTICES

RATES EFFECTIVE JUNE 1, 2013 INCREASE THE
TOTAL LABOR COST BY \$ 0.76. \$0.25 per hour is
to be reapplied from the Local Pension Fund to the
Health and Welfare Fund. \$0.10 per hour is to be
transferred from the Basic Hourly Wage Rate to the
Market Recovery Fund (Dues). \$0.10 per hour is to
be transferred from the basic hourly wage rate to
the Union Building Fund (Dues). \$0.30 per hour is
to be applied to the Welfare Fund. \$0.24 per hour
is to be applied to the National Pension Fund as per
the rehabilitation plan. \$0.02 per hour is to be
applied to SASMI. \$0.01 per hour is to be applied
to the Association and Journeyman Education
Fund. \$0.19 per hour is to be applied at the
discretion of the Union.

RATES EFFECTIVE JUNE 1, 2014 INCREASE THE
TOTAL LABOR COST BY \$0.81. \$0.30 per hour will
be applied to the Welfare Fund. \$0.25 per hour will
be applied to the National Pension Fund as per the
rehabilitation plan. \$0.02 per hour will be applied
to SASMI. \$0.01 per hour will be applied to the
Association and Journeyman Education Fund.

\$0.23 per hour will be applied at the discretion of the Union. \$0.10 per hour is to be transferred from the Basic Hourly Rate to the Market Recovery Fund (Dues).

RATES EFFECTIVE JUNE 1, 2015 INCREASE THE TOTAL LABOR COST BY \$0.81. \$0.30 per hour will be applied to the Welfare Fund. \$0.27 per hour will be applied to the National Pension Fund as per the Rehabilitation Plan. \$0.02 per hour will be applied to SASMI. \$0.01 per hour will be applied to the Association and Journeyman Education Fund. \$0.21 per hour is to be applied at the discretion of the Union. \$0.10 per hour is to be transferred from the basic hourly wage rate to the Market Recovery Fund (Dues).

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

Agreement entered into this first day of June, 2013 by and between the Sheet Metal & Roofing Contractors' Association of the Miami Valley, Ohio hereinafter referred to as the Employer, and Local Union No. 24 (Dayton Area) of Sheet Metal Workers' Air Rail and Transportation (SMART) hereinafter referred to as the Union for Allen, Auglaize, Butler, Champaign, Clinton, Clark, Darke, Greene, Hardin, Logan, Mercer, Miami, Montgomery, Preble, Shelby, Van Wert, Warren and Wyandot Counties of Ohio and Wayne and Randolph Counties of Indiana.

CODE OF EXCELLENCE PROGRAM

WHAT IS THE CODE OF EXCELLENCE POLICY

Our members demonstrate on a continuing basis skills and professionalism that are the industry standard. While we have and continue to

recognize the commitment of these individuals, our Code of Excellence Program is designed for that SMART local unions to promote and establish a uniform best practices format that will instill a sense of pride in the union and bring out the best from all our members. The SMART Code of Excellence Program is our action plan to establish policies designed to demonstrate and showcase the skills and professionalism of SMART members. In essence, the Code of Excellence Program is a marketing and action policy designed to develop a pride of ownership in our members that demonstrates the professional workmanship and productivity provided by SMART members every workday on every jobsite.

The basic tenets of the Code of Excellence Program shall be to provide to the SMART, the employer and client:

- Members of the SMART who provide the highest level of quality at the highest level of performance:
- Who use superior craft skills; and
- Who have the proven best work practices.

The Code of Excellence Policy is therefore a written policy of the culture of the SMART designed to instill a sense of pride and professionalism in our membership. When adopted and implemented, the uniformity of this Code of Excellence Policy shall demonstrate to employers and their clients that contracting the services of SMART members is synonymous with contracting excellence.

The Code of Excellence Program in an internal SMART program therefore not dependent on external forces. This allows the success of the Code of Excellence Program to rest solely within the control of the SMART leadership and members.

The Code of Excellence Program, therefore, must have the total support of the local union membership at all levels, and in particular the full commitment of local union leadership who must set the example in promoting the policies set forth.

With adoption and implementation at the local union level, it shall be incumbent upon the Business Manager with the assistance of their Business Representatives to participate actively in enforcement of all provisions set forth in the Code of Excellence Program.

CODE OF EXCELLENCE PROGRAM DESIGN COMPONENTS

The Code of Excellence Program is designed to be flexible and to be used in every local union within the SMART. Specific issues of concern to local union leaders and memberships can be incorporated into the Code of Excellence Program; however, the key components of the Code of Excellence Program must be consistently applied if the program is to be successful.

The key components of the Code of Excellence Program and which must remain consistent are:

1. Commitment-The Code of Excellence Program requires a commitment by the local union at every level of leadership, with membership acceptance, to abide by the responsibilities stated within the program.
2. Business Manager-The Business Manager or his/her designee is empowered to address workplace issues with members and to communicate to employers the

individual workplace needs requiring management involvement.

3. Member Professionalism- SMART members have a responsibility to their union and fellow members to present their local union in a professional manner. This includes meeting employer and end user expectations about the work we perform.
4. Member Responsibility-It is incumbent upon each member to assist each other in meeting our Code of Excellence Standards.
5. Consequences-Members must clearly understand the consequences if we fail to meet the customer's needs. Our ability as a union to ensure good wages and working conditions is directly related to our ability to perform.

IMPLEMENTATION OF THE CODE OF EXCELLENCE

The Code of Excellence Program is an internal SMART program. Therefore, implementation of the program shall be accomplished at the local union level using the following steps:

1. Presentation to all Local Union Leadership-
The program shall be presented by an

SMART International Representative to the officers and leaders of the local union.

2. Adoption by Officers – Local union officers and leadership shall discuss the provisions of the program and develop necessary local provisions for inclusion into the document. After adoption by the Officers, the Local union leadership then commits through a recommendation by the local union Executive Board that implementation of the Code of Excellence Program be adopted by the full membership.
3. Adoption by Membership—Following adoption by local union leadership, the program is presented to local union membership for adoption.
4. Local Officers and Leadership Training – Upon request of the local union, the International will assist in training local union leadership on the goals and implementation of the program.
5. Presentation to Local Union Membership- Presentations will be provided to the

membership by the local union with assistance from the International. Through this process, the expectations necessary to achieve the acceptable level of professionalism and productivity for each SMART member will be discussed and defined.

6. Presentation To Employer – Once the local union adopts the Code of Excellence Program, the Business Manager or his/her designee presents the program to the Employer.

SMART MEMBERSHIP COMMITMENT

As we face unprecedented competition for the services provided by the membership of the SMART, we must recognize our primary marketable qualities are our skills, productivity and professionalism. To succeed we must present to the end user, be it contractor or end user clients, the value in using SMART members. This requires that each member confirms to and supports the Code of Excellence Program responsibilities set forth below. As a result, our promise of professionalism and productivity is met everyday

by every member. The future of our membership and SMART is dependent upon our ability to establish our added value to the employers and end users within the sheet metal industry.

SMART RESPONSIBILITIES:

The Business Manager of the local union will have ultimate responsibility for implementation and administration of the Code of Excellence Program. The program structure is designed to insure that the Business Manager or his/her designee shall be the first point to resolve Code of Excellence Program issues quickly and effectively.

Our responsibilities include the following:

Working Time

- First and foremost, our members shall adhere to our core principle of productivity, eight hours work, for eight hours pay.
- All members shall adhere to established contractual starting and quitting times and

shall meet their responsibility to their fellow members and employers by arriving to work on time and ready to work.

- Break and lunch periods are limited to the time allowed by the contract, or agreement(s).
- Members shall meet their responsibility not to leave the jobsite without proper approval.
- When absent the member shall contact supervision in advance of their established starting time to confirm such absence.
- All members shall be productive and efficient, with idle time kept to a minimum.
- Personal cell phone usage shall be limited to appropriate break times or lunch periods, or emergency use as defined by the Business Manager.
- Members shall meet their contractual responsibility to eliminate work disruptions on the job.

- All members shall work toward the goal of completion of projects on or under the allotted time.

Safety

- Safety, being a primary concern for both our members and contractors, members shall meet their obligation to perform work safely and effectively, following employer and industry established rules.
- Members will meet their contractual and personal responsibility to utilize proper safety equipment and safety methods.
- Members will participate in OSHA 10 courses offered by the local union when required by their collective bargaining agreements.

Tools

- In meeting their responsibility as highly skilled and qualified craftsmen, all members shall carry the necessary and proper tools as required by the collective bargaining agreement.

- Members shall meet their responsibility in taking care of the equipment and tools provided by the employer.

Fitness for Duty

- Members shall meet their responsibility of being fit for duty by accepting work for which they have the requisite skills and training.
- Members shall exhibit and maintain a level of craftsmanship recognized to be within the industry standard.
- Members shall meet their responsibility to be fit for duty, with zero tolerance for substance abuse.
- As representatives of their local union and the employer, all members will be professional in appearance.
- The wearing or display of inappropriate materials shall not be tolerated
- The Business Manager or his/her designee

and leaders on the job shall work with other members who have displayed unacceptable work habits so that each member on the job meets a standard of quality and productivity second to none.

Labor/Management Relations

- Members shall respect the property of the contractor and end users, and graffiti and other forms of destruction and waste will not be tolerated.
- Members shall respect all legal facility rules of the client and or end user.
- Activities which cast the International Association or the local union in disrepute shall not be tolerated.
- Any inappropriate behavior toward customer representatives or employer representatives shall not be tolerated.
- The goal of the SMART Code of Excellence Program is to promote professionalism within the total membership of the SMART and a sense of pride in our membership.

EMPLOYER RESPONSIBILITIES:

The ultimate responsibility of managing the work and projects falls within the control of the employer. With such responsibility, our signatory employers, and if applicable our employer associations, have a responsibility to manage their jobs effectively. Therefore, to build confidence and trust in the Code of Excellence Program, the employer must meet its responsibilities in addressing job performance issues, including the following:

- To address ineffective supervisors, including superintendents, general foremen, and foremen.
- To insure proper job planning, supervision and layout, to minimize down time.
- To make available the proper maintenance, care, storage, and security for employer-provided equipment and tools and employee-provided tools.

- To ensure proper maintenance, care, storage, and security for employer-provided equipment and tools and employee-provided tools.
- To demonstrate to the customer the efficiency of our partnership, the employer will ensure there are adequate numbers of employees to perform the work efficiently and, conversely, to limit the number of employees to the work at hand.
- To provide the necessary jobsite leadership to eliminate problems and provide effective solutions.
- To instill in supervisors the necessary positive attitude that the SMART local union, their members and employer are working together.
- To ensure that jobsite leadership takes the necessary ownership of mistakes created by management decisions.
- To eliminate unsafe work conditions

and ensure that proper safety training, equipment, and methods are utilized.

- To address concerns brought forth by the Business Manager or his/her designee. If the problem is not resolved at the lowest level of management, the Business Manager or his/her designee may choose to address the issue with higher levels of management.
- If the issue is not resolved, the local union or employer may call for a labor-management meeting to resolve concerns or issues.
- To treat all employees with dignity and respect.
- To discipline fairly and reasonably.

MEMBERSHIP DISPUTE RESOLUTION CRITERIA

Overview

The success of the Code of Excellence Program is

dependent upon the acceptance and understanding by each member of the scope of their responsibilities as established within the program.

It must be understood that a truly successful workplace environment can only be achieved by participation of both the SMART and the Employer in meeting their responsibilities. The union's role is to address with its members any individual problems that are brought to its attention to ensure the Union's obligation to live up to the promise of providing a skilled and professional workforce to the employer and the end user is maintained and improved.

UNION RESPONSIBILITIES:

- The Business manager or his/her designee will work with members through a process of mentoring to correct and solve problems related to job performance.
- On a regular basis, the Business manager or his /her designee will communicate with management on Code of Excellence Program issues. This will then be

communicated to the SMART members though the local union leadership.

- If an individual member is not meeting established responsibilities under the program and the correction of such adverse behavior cannot be achieved through mentoring between the local union leadership, member peers and the individual member, the local union Executive Board shall have the responsibility to review, evaluate, and address such problems with the individual member. If the member is unwilling or unable to meet his/her obligation under the code of Excellence Program, the local union shall be empowered to take necessary action up to and including the filing of appropriate charges under the Constitution and Ritual of SMART.

The following is inconsistent with the conduct required under the Code of Excellence Program.

1. Refusal of jobs or unavailable (no returned

call) upon call from the dispatcher for work shall upon the third violation result in removal from the out of work list and placement in the "inactive file".

2. Not showing for work when dispatched, which shall be deemed to be a violation of the Constitution, and may, subject the member local union charges and trials.
3. Acceptance of employment or job under false pretenses, such as no adequate skills for the job, which shall also be deemed a violation of the Constitution, and may subject the member to local union charges and trials.
4. Conduct resulting in termination by an employer for cause, which shall be documented upon the attached form which is to be supplied by the local union. If the employer indicates that a terminated employee is not eligible for rehire, such designation shall be honored by the dispatch office for a minimum of 180 days. Provided that, if the local union determines to process a grievance contesting such a

termination, such termination shall not be considered as being for cause until a Local Joint Adjustment Board, a Panel, the National Joint Adjustment Board (or any alternative procedures negotiated by the local parties) determines that such termination was for cause, or the grievance process is otherwise completed without invalidating the termination.

The Business Manager and his/her designee, as well as the employer, must endeavor to correct performance problems with individual members at the workplace, so that their performance meets the standards of the Code of Excellence Program. However, there will be instances where the local union ultimately must withhold contractual referral privileges from those members that have demonstrated that they are either unwilling, or incapable, of meeting acceptable standards of workplace behavior. In such circumstances, employers have a reciprocal obligation to terminate employees for cause, rather than merely laying them off, so that such employees are not simply referred for employment with another employer. A disciplinary action plan shall be

implemented which establishes a “Three Strikes Policy” for violation of the Code of Excellence Program provisions. Such plan shall provide that, in any case where there are three separate instances within a 24-month period where the employee has been convicted of constitutional violation under points 2 or 3 or has been subject to termination under point 4, in any combination, the member’s referral privileges shall be suspended indefinitely.

The member may appeal the suspension to the local Joint Adjustment Board, a Panel, the National Joint Adjustment Board (or any alternative procedure negotiated by the local parties), which shall have authority to reduce the period of any suspension of referral privileges, if it determines that fairness and equity require such action under the circumstances of the particular case or to terminate the suspension when it determines that the underlying causes for the suspension have changes so that the member deserves to be restored to referral privileges.

ARTICLE I

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

ARTICLE II

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

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

ARTICLE III

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

ARTICLE IV

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

ARTICLE V

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

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

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

Section 4. The Employer agrees to deduct the appropriate amount for dues, assessment or service fees (excluding fines and initiation fees) from each week's pay of those employees who have authorized such deductions in writing, irrespective of whether they are Union members. No later than the 15th day of each month, the Employer shall remit the designated financial officers of the Sheet Metal Workers' Air Rail and Transportation and the local Union the amount of deduction made for the prior month, together with a list of employees and their social security numbers for whom such deductions have been made.

ARTICLE VI

Section 1. The regular working day shall consist of eight (8) hours labor in the shop or on the job between six o'clock (6:00) a.m. and six o'clock (6:00) p.m. and the regular working week shall consist of five (5) eight (8) hour days labor in the shop or on the job beginning with Monday and ending with Friday of each week, unless the employer designates Saturday as a voluntary makeup day because of inclement weather occurring during the regular work week, however, the employer may designate an alternate schedule whereby the regular working day shall consist of ten (10) hours labor in the shop or on the job between six (6:00) a.m. and six o'clock (6:00) p.m. and the regular working week shall consist of four (4) ten (10) hour days labor in the shop or on the job, beginning with Monday and ending Thursday of each week unless the Employer designates Friday as a voluntary makeup day because of inclement weather occurring during the designated work week. The four (4) ten (10) hour day working week schedule in the shop requires mutual agreement between the union and the employer. All full time or part time labor performed during

such regular hours and regular makeup day hours shall be recognized as regular working hours and paid for at the regular straight time hourly rate. The work day window is not to be used to stagger work shifts within a crew. All employees in a crew, per shift, will have the same starting time. Except as otherwise provided pursuant to Section 4 of this Article, all work performed outside of regular working hours and performed during the regular work week shall be as follows:

Overtime: All hours worked in excess of the regular hours of the work day Monday through Friday shall be paid at one and one-half times the straight time rate. All hours of work performed on a non-makeup Saturday and on non-makeup Fridays when working four (4) ten (10) hour days shall be paid at one and one-half times the straight rate.

Section 2. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Sundays shall be recognized as holidays. All work performed on holidays shall be paid as follows: each hour worked shall constitute two (2) hours pay, should New Year's Day, Independence Day and Christmas Day occur on a Saturday, the previous Friday shall be recognized and observed as the holiday; should New Year's

Day, Independence Day, and Christmas Day occur on a Sunday, the following Monday shall be recognized and observed as the holiday.

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

Section 4. Shift work and the pay and conditions therefore shall be only as provided in written addendum 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 2).

ARTICLE VII

Section 1. When employed in a shop or on a job within the limits of forty-five (45) road miles, in accordance with Map Quest, from the center of the

community in which the shop is located, employees shall be governed by the regular working hours specified herein and shall provide for themselves necessary transportation within the said limits from home to shop or job at starting time and from shop or job to home at quitting time, and the Employer shall provide, or pay, for all necessary additional transportation during working hours.

Section 2. When employed outside of the limits specified in Section 1 of this Article, and within the jurisdiction of the Union, employees shall provide transportation for themselves which will assure their arrival at the limits specified in Section 1 of this Article at regular starting time, and the Employer shall provide or pay for all additional transportation for such jobs, including transportation from such job back to the limits specified in Section 1 of this Article which will assure arrival at such limits at quitting time. As an alternative to the foregoing method, travel expense may be paid by a zone or other method of payment. If this alternative method is used, it will

hereto. (See Addendum 3). 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.

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 paid per addendum, except as hereinafter specified in Section 2 of this Article. (See Addendum 4).

Section 2. On all work specified in Article I of this Agreement, fabricated and/or assembled by journeymen sheet metal workers and/or apprentices within the jurisdiction of this Union, or elsewhere, for erection and/or installation within the jurisdiction of any other local union affiliated with Sheet Metal Workers' Air Rail and Transportation, whose established wage scale is higher than the wage scale specified in this Agreement, the higher wage scale of the job site

Union shall be paid to the journeymen employed on such work in the home shop or sent to the job site.

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 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, or within the area covered by another union affiliated with the Sheet Metal Workers' Air Rail and Transportation, and qualified sheet metal workers are available in such area, he may send no more than two (2) sheet metal workers per job into such area to perform any work which the Employer deems necessary; both of whom shall be from the

Employer's home jurisdiction. All additional sheet metal workers shall come from the area in which the work is to be performed. Journeymen sheet metal workers covered by this Agreement (L.U. #224 Dayton Area) who are sent outside of the area covered by this Agreement shall be paid at least the established minimum wage scale specified in Section I of this Article, but in no case less than the established wage scale of the local Agreement covering the territory in which such work is performed or supervised; plus all necessary transportation, travel time, board and expenses while employed in that area, and the Employer shall be otherwise governed by the established working conditions of that local Agreement. If employees are sent into an area where there is no local Agreement of the Sheet Metal Workers' Air Rail and Transportation covering the area then the minimum conditions of the home local union shall apply, within Local No. 24, Refer to Addendum XXI.

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

Section 8. Welfare benefit contributions shall not be duplicated.

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

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

Section 9. At the Employers discretion, wages can be paid by Direct Deposit or by check. Check or Direct Deposit payroll stub detail at the established rates specified herein shall be paid or provided weekly in the shop or on the job at or before quitting time on the regular payday of each week, and no more than three (3) regular working

days pay will be withheld. Employees that choose not to be paid by Direct Deposit will have their check mailed. However, employees when discharged shall be paid in full. Employees who are terminated and/or laid-off shall be furnished from the office of the Employer a lay-off slip which shall indicate the reason for said termination and/or lay-off.

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

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

Section 12. The Sheet Metal and Roofing Contractors' Association of the Miami Valley, Ohio

agrees to promote programs of industry education, training, negotiation and administration of collective bargaining agreement, 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 these payments to the Association, however, shall be used for any purposes except as expressly specified above.

Section 13. (a) The Employer shall pay to the Sheet Metal and Roofing Contractors' Association of the Miami Valley, Ohio, 2077 Embury Park Rd., Dayton, Ohio 45414, forty-eight (\$0.48) per hour effective June 1, 2013; forty-nine cents (\$0.49) per hour effective June 1, 2014 fifty cents (\$0.50) per hour effective June 1, 2015, for each employee of the Employer covered by this Agreement. The Employers shall be permitted to establish the amount of the contribution rate effective December 1 and June 1 of each year of the contract for the purpose of properly administering the Drug Free Workplace Program. Payment shall be made

monthly on or before the fifteenth (15th) day of the succeeding month. The Association reserves the right to increase the fund contribution during the term of this Agreement in order to fund its share of a Passport Safety Training Program and/or Marketing Program if developed.

(b) The Union and Employer recognize that the contributions provided in Section 13(a) of this Article support activities that benefit the entire sheet metal industry. It is essential that the Employer support these activities, even though it may be performing sheet metal work under the provisions of a separate project agreement or maintenance agreement. Therefore, hours worked for purposes of determining the contributions required under Sections 13(a) of this Article shall include all hours worked by each employee of the Employer under any project agreement or maintenance agreement, unless specifically excluded by the terms of a written addendum that is negotiated by the Contractors' Association and the Local Union that are parties to this Agreement.

(c) The Association shall furnish the Business Manager of Local 24 (Dayton Area) written reports,

in the number and frequency such reports are given to Association members, describing in reasonable detail the nature of activities in which it is engaged or which it supports directly or indirectly with its funds.

(d) Grievances concerning the activities of the Association which cannot be settled or satisfactorily adjusted between the Business Manager of Local 24 (Dayton Area) and the Executive Vice President of the Association shall be handled under the provisions of Article X of this Agreement. The National Joint Adjustment Board shall be authorized to act on such grievances in the same manner and under the same conditions as any other grievances appearing before them under the terms of Article X.

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 effective June 1, 2013 fifteen cents (\$0.15) per hour for each employee of the employer covered by this Agreement. Payment shall be made on or before the 15th day of the succeeding month and shall be remitted as

designated by the Trustees of the Fund, or for purposes of collection and transmittal through Sheet Metal Workers' Local Union No. 24 (Dayton Area) Joint Apprenticeship Committee, 6550 Poe Ave., Dayton, OH 45414. 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 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.

The contribution rates in this Agreement are consistent with the schedule of rates provided by

the Board of Trustees for the Sheet Metal Workers Local 224 Pension Plan and are expected to allow the Plan to emerge from critical status within the applicable rehabilitation period. However, it is understood that the actuary will update the schedule of contribution rates on an annual basis to account for actual plan experience. Consistent with the terms of an updated Rehabilitation plan, the parties reserve the right to modify the Pension contribution rates during the term of this Agreement.

Section 15. Effective as of the date of this Agreement, the Employer shall contribute to the International Training Institute for the Sheet Metal and Air Conditioning Industry (ITI) the hourly contribution rate established by the ITI trustees. Such amount shall be contributed for each hour worked by each employee of the Employer covered by this Agreement. In the event that such hourly contribution rate is changed during the term of this Agreement, such change shall become effective during the next anniversary date of this Agreement.

Payment shall be made on or before the 15th day of the succeeding month and shall be remitted as designated by the Trustees of the ITI, or for purposes of collection and transmittal electronically or through the Sheet Metal No. 224 Fringe Fund Office.

Effective as the date of this Agreement, the Employer shall contribute to the National Energy Management Institute Committee (NEMIC), the hourly contribution rate established by the NEMIC Trustees. Such amount shall be contributed for each hour worked by each employee of the Employer covered by this Agreement. In the Event such hourly contribution rate is changed during the term of this Agreement, such change shall become effective during the next anniversary date of this Agreement. Payment shall be made on or before the 15th day of the succeeding month and shall be remitted as designated by the Trustees of the NEMIC, or for the purposes of collection and transmittal electronically or through the Sheet Metal No. 224 Fringe Fund Office.

Effective as of the date of this Agreement, the Employer shall contribute to the Sheet Metal

Occupational Health Institute Trust (Institute) the hourly contribution rate established by the Institute's Trustees. Such amount shall be contributed 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. In the event that such hourly contribution rate is changed during the term of this Agreement, such change shall become effective during the next anniversary date of this Agreement. Payment shall be made on or before the 15th day of the succeeding month and shall be remitted as designated by the Trustees of the Institute, or, for purposes of collection and transmittal electronically or through the Sheet Metal No. 224 Fringe Fund Office.

The parties authorize the trustees of all National Funds (as defined below) to cooperatively establish uniform collection procedures to provide for efficient and effective operation of the various National Funds. The parties recognize that the National Funds can receive and process contribution reports and remittances electronically.

The Parties agree to encourage employers to utilize the electronic reporting and remittance system.

The parties agree to be bound by, and act in accordance with, the respective Plan Documents, Agreements and Declarations of Trusts and/or Trust Documents establishing or governing the International Training Institute for the Sheet Metal and Air Conditioning Industry, the National Energy Management Institute Committee, the Sheet Metal Occupational Health Institute Trust, and the Industry Fund of the United States, and to the extent that this Agreement requires contributions to the following funds, The Sheet Metal Workers' National Pension Fund, National Stabilization Agreement of the Sheet Metal Industry Trust Fund, Sheet Metal Workers National Health Fund, Sheet Metal Workers International Association Scholarship Fund, Sheet Metal Workers' National Supplemental Savings Plan (collectively, "National Funds"), as applicable and the separate agreements and declarations of trusts of all other local or national programs and benefit plans 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 or plan documents 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 documents.

Section 16. The Employer and the Union understand that, the Sheet Metal Workers National Pension Fund (“NPF” or “Fund”) has issued a Rehabilitation Plan under the Pension Protection Act of 2006 and may in the future issue a Funding Improvement Plan under the Act. In addition, the NPF’s Rehabilitation Plan or Funding Improvement Plan may provide for schedules which must be adopted by new or existing parties to this Agreement.

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

It is undesirable to pay a surcharge upon pension contributions, or face other undesirable consequences for failure to adopt a schedule. Accordingly, in the absence of a reallocation as provided above, at such time as the pension fund(s) furnishes the Employer and the Union with schedules as provided above, either party may re-open this Agreement upon thirty days written notice to the other, for the purpose of reaching agreement upon the adoption of one of those schedules. During the negotiations, the parties shall give due recognition to the desirability of maintaining pension benefits in light of economic conditions in the local area.

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

ARTICLE IX

Section 1. Sheet metal workers covered by this Agreement shall provide for themselves all necessary hand tools. (Appendix A)

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

ARTICLE X

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

Section 1. Grievances of the Employer or the Union, arising out of interpretation or enforcement

of this Agreement, shall be settled between the Employer directly involved and the duly authorized representative of the Union, if possible. Both parties may participate in conferences through representatives of their choice. The local Employers' Association or the Local Union, on its own initiative, may submit grievances for determination by the Board as provided in this Section. The grievance procedure set forth in this Article applies only to labor-management disputes. To be valid, grievances must be raised within thirty (30) calendar days following the occurrence giving rise to the grievance, or, if the occurrence was not ascertainable, within thirty (30) calendar days of 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 Employer's 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. Appeals shall be mailed to the National Joint Adjustment Board.* Notice of appeal to the Panel shall be given within thirty (30) days after termination of the procedures prescribed in Section 2 of this Article. Such Panel

shall meet promptly but in no event more than fourteen (14) calendar days following receipt of such appeal, unless such time is extended by mutual agreement of the Panel members. Except in case of deadlock, the decision of the Panel shall be final and binding.

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

despite any contrary provision in the agreement covering the area in which the work is performed.

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

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

Section 5. A Local Joint Adjustment Board, Panel and the National Joint Adjustment Board are

empowered to render such decisions and grant such relief to either party as they deem necessary and proper, including awards of damages or other compensation.

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

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

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

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

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

If the Co-Chairmen of the National Joint

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

In addition to the mediation procedure set forth above or as an alternate thereto, the Co-Chairmen of the National Joint Adjustment Board may each designate a member to serve as a Subcommittee and hear the dispute in the local area. Such

Subcommittee 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.

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

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.

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

Section 10. In addition to the settlement of disputes provided for in Sections 1 through 8 of this Article, either party may invoke the services of the National Joint Adjustment Board to resolve disputes over the initial establishment of terms for specialty addenda, if the provisions of Article X have been adopted in their entirety, and without modification. Such a dispute may be submitted upon the request of either party any time that local negotiations for such an agreement have been unsuccessful. Such a dispute shall be submitted to the National Joint Adjustment Board pursuant to the rules as established and modified from time to

time by said Board. The unanimous decision of said Board shall be final and binding upon the parties. There shall be no strike or lockout over such a dispute.

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 Committee

designated herein shall serve for the life of this Agreement, except that vacancies in said Joint Apprenticeship 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 experiences in the trade, under the supervision of the Joint Apprentice Committee.

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

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

signatory to a collective bargaining agreement providing for contributions to the International Training Institute and a Local JATC.

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

Section 4. It is hereby agreed that the Employer shall apply to the Joint Apprenticeship Committee and the Joint Apprenticeship Committee shall grant apprentices on the basis of one (1) apprentice to

one (1) journeyman; thereafter the ratio will be one (1) apprentice for each two (2) journeymen regularly employed throughout the year. Apprentices shall be provided within seventy-two (72) hours of the Employer's request. Provided, however an Employer will not be entitled to a new apprentice if the Employer has an apprentice on layoff for lack of work. Special consideration will be given to employers having less than five (5) employees.

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

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

First Year

47.5%

Second Year

First half 50%- Second half 52%

Third Year

First half 55% - Second half 60%

Fourth Year

First half 65% - Second half 70%

Fifth Year

First half 75% - Second half 80%

All first year apprentices are on a one-year probationary period. There will be no pension contribution on first year apprentices.

Apprentices will have their Pension contribution based on the percentage applicable to their term. The Local No. 24 (Dayton Area) Welfare Class 4 Plan will apply through second period of Apprenticeship. The reduced pension contribution for Apprentices will only be in effect if in compliance with the respective pension fund participation and trust agreements. Otherwise the pension contribution will be at the journeyman rate.

Section 7. The parties will establish on a local basis the SMART Youth-to-Youth program (the program)

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

Section 8. The parties recognize that previous experience in the industry can be considered when evaluating and placing sheet metal workers into the apprenticeship program and the JATC shall work cooperatively with the parties in establishing standards for placing employees into the program. The parties shall also address the need to provide continuity in health care for those workers entering the program with prior experience in the industry.

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

ARTICLE XII

Section 1. Sheet metal workers shall complete OSHA 10/OSHA 30 hr 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.

Section 2. The parties are committed to maintaining a workplace that is safe, productive, and free of alcohol and illegal drugs. Therefore, they shall establish a substance abuse program which will include, as a minimum, the following components: owner mandated, reasonable suspicion, post accident, and random drug and alcohol testing. In the case of random testing, the procedures shall be established and administered in a manner so that such testing is conducted in a manner that is truly random. Any testing program

shall be conducted on an industry wide basis, and in conformity with all applicable laws. The parties shall establish an appropriate means of funding such testing activities on an industry wide basis.

ARTICLE XIII

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

ARTICLE XIV

Section 1. This Agreement and Addenda Number one (I) through twenty-two (XXII) shall become effective on the first day of June, 2013 and remain in full force and effect until the 31st day of May, 2016 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 full force and effect until conferences relating thereto have been terminated by either party by written notice,

provided, however, that, if this Agreement contains Article X, Section 8, it shall continue in full force and effect until modified by order of the National Joint Adjustment Board or until the procedures under Article X, Section 8 have been otherwise completed.

Section 2. If, pursuant to federal or state law, any provision of this agreement shall be found by a court of competent jurisdiction to be void or unenforceable, all of the other provisions of this agreement shall remain in full force and effect.

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 The Sheet Metal and Roofing Contractors Association of the Miami Valley, Ohio 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 dates of the Agreement.

Section 6. If at anytime during this agreement, there is a funding deficiency of the Local Pension Fund projected to occur within eight (8) years, the Union agrees to make whatever modifications in benefits and/or contribution rate required in order to prevent the Local Pension Fund from declining to less than an eight (8) year funding deficiency margin.

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

The Standard Form of Union Agreement is a recommended contract form that is revised from time to time by the Sheet Metal Workers' Air Rail and Transportation and the Sheet Metal and Air Conditioning Contractors' National Association, Inc. In establishing such a recommended contract form, neither the Sheet Metal Workers' Air Rail and Transportation, nor the Sheet Metal and Air Conditioning Contractors' National Association, Inc. has acted as the bargaining representative of any entity that may adopt all or part of the language of the Standard Form of Union Agreement. Furthermore, neither the Sheet Metal Workers' Air Rail and Transportation nor the Sheet Metal and Air Conditioning Contractors' National Association, Inc., shall be deemed to be a party to any such collective bargaining agreement including such language.

THE SHEET METAL & ROOFING CONTRACTORS' ASSOCIATION
OF THE MIAMI VALLEY, OHIO

Signature

Date

SHEET METAL WORKERS' AIR RAIL AND TRANSPORTATION
LOCAL UNION NO. 24 (DAYTON AREA)

Signature

Date

INDIVIDUAL CONTRACTOR

SIGNATURE

Date

SHEET METAL AND ROOFING CONTRACTORS
ASSOCIATION OF MIAMI VALLEY, OHIO
AND
SHEET METAL WORKERS' AIR RAIL AND
TRANSPORTATION
(DAYTON AREA)
THE FOLLOWING ADDENDA SHALL BECOME PART
OF THE STANDARD FORM OF UNION AGREEMENT
JUNE 1, 2013.

ADDENDUM I
Hiring Procedure
(Addendum to Article IV, Section 1
of the Standard Form)

Section 1. It is the desire of both the Employer and Union alike to promote good workmanship and assure a number of qualified craftsmen available to the Sheet Metal Industry. Therefore, the Union shall maintain an Employment Availability List(s) for Journeymen, Architectural Journeymen, Classified Workers, Residential Journeymen, and Residential Specialty Workers.

Section 2. If an Employer makes a general call to the Union Hall for referrals, the Union will refer members from the Employment Availability List(s) based upon unemployment seniority. If within a

period of three (3) working days the Union cannot provide the Employer with qualified individuals from the Employment Availability List(s), the Employer shall be permitted to hire from any source whatsoever, and such employees shall apply for membership in the Union as set forth in Article V of the Standard Form of Union Agreement. The facilities of the employment office operated by the Union shall be made available to both members and non-members of the Union and the selection of applicants shall be on a nondiscriminatory basis (without regard to race, creed, color, sex, national origin or physical handicaps except to the extent that such physical handicap affect qualification for the sheet metal craft) and shall not be based on or in any way affected by Union membership, by-laws, rules, regulations, constitutional provisions or any other aspect or obligations of Union members policies, or requirements.

Section 3. In addition to the hiring methods described above, the Union members are permitted to go to work directly for the Employer.

However, upon employment under this provision, the Employer is required to notify the Union Hall within three (3) working days of hiring in order for that individual's name to be removed from the Employment Availability List.

Section 4. The referral of all Apprentices and Pre-Apprentices will be done under the provisions established by the Joint Apprentice and Training Committee.

Section 5. Each unemployed member shall fill out a card and mark only the work he can perform. In the event a member obtains a job with a local contractor while he has an unemployed card on file, he must notify the Union Office immediately where he has obtained his job.

No member shall be allowed to solicit a job from an out-of-town contractor, nor shall an out-of-town contractor be permitted to seek a member for his employ except the one (1) Local 24 member for supervision upon company request through the Local Union Office.

Members can be requested based on special skills and abilities.

Whenever a member is laid off by an out-of-town contractor, he can be recalled by the same contractor through the Local Union Office for the same job, provided it is within sixty (60) days (Saturdays and Sundays included). However, if the member is not available, then the man who was laid off first on that job (reverse sequence) can be assigned by the Local Union Office provided it is within the sixty (60) day limitation.

For out-of-town contractors, the unemployment list will be operated in numerical order in accordance with the requirements of the jobs available.

ADDENDUM II
Hours of Work Shift/Alternate Week
(Addendum to Article VI, Sections 1 & 4
of the Standard Form)

Section 1. The regular starting and quitting times may be adjusted by mutual consent of the Employer and the Union.

Section 2. Shift work may be worked from 12:01 A.M. Monday through 11:59 P.M. Friday on jobs

that are at least two (2) consecutive work days duration. An employee will not be required to work more than one (1), two (2) day shift per week. An employee will not be required to work more than one (1) shift in any twenty-four (24) hour period.

Section 3. The day shift shall work eight (8) hours at the regular rate, the second shift shall work eight (8) hours for nine (9) hours pay; and the third shift shall work seven (7) hours for nine (9) hours pay. All hours worked in excess of the second shift shall be paid at time and one-half the regular rate of pay. All hours worked in excess of the third shift shall be paid at double the regular rate of pay.

Section 4. On energy conservation work and retrofit work in occupied buildings the shift work premiums will be as follows:

On a one-day shift the first day shift is to be paid ten (10) hours pay for eight (8) hours worked.

A shift longer than one day duration shall be worked at ten (10) hours pay for eight (8) hours work the first day; and subsequent days will be at

the shift premiums defined in Section 3 of this Article.

Section 5. Shift work schedules are as follows:

FIRST SHIFT - Any eight (8) hours worked between 6:00 a.m. and 6:00 p.m.

SECOND SHIFT - Starting time after regular starting time, but before 7:00 P.M.

THIRD SHIFT - Starting time after 7:00 P.M.

ADDENDUM III

Travel Pay/Parking

(Addendum to Article VII Section 2 of the Standard Form)

Section 1. A travel expense of forty-five cents (\$0.45) per mile per man shall be paid up to a maximum daily travel expense of forty dollars (\$40.00) for all miles to and from a job site in excess of forty-five (45) free miles or seventy (90) miles round trip; all mileage to be determined from Map Quest.

Section 2. The term "shop" used herein means a

permanent established place of business, which has been established in a community within the geographical jurisdiction of Local Union No. 24 (Dayton Area) for at least six (6) months. During the first six (6) months period said shop may be signatory to this agreement, but will pay travel expenses in accordance with Section 3 of this Addendum.

Section 3. Out-of-town contractors from outside the geographical jurisdiction of Local Union No. 24 (Dayton Area) shall use the inter-section of Third Street and Main Street, Dayton, Ohio as their focal point.

Section 4. Men working in areas where no free parking is provided, such as metropolitan areas, will be reimbursed for parking; but only if there is no provision for free parking at or for the job site. The maximum rates that will be paid is \$7.00 per day (Receipt must be presented by the employee to the employer).

Section 5. When journeymen, apprentices, classified workers or pre-apprentices are required to drive a company owned vehicle direct to the job

or from shop to job or from job to shop, they shall receive their regular hourly rate and no travel expenses.

ADDENDUM IV
Wages and Fringes
(Addendum to Article VIII, Section 1
of the Standard Form)

Section 1. Effective June 1, 2013, there will be an increase of seventy-six cents per hour (\$0.76) into the total package wage rate.

Section 2. Effective June 1, , 2014, there will be an increase of eighty-one (\$0.81) per hour in the total package wage rate.

Section 3. Effective June 1, 2015, there will be an increase of eighty-one (\$0.81) per hour in the total package wage rate.

Section 4. Each Employer shall pay to the Welfare Plan for each employee covered by this Agreement Welfare payments in accordance with Article VIII, Section 1 and Article XI, Section 6 of the Standard Form of Union Agreement.

All welfare payments shall be mailed on or before the fifteenth (15th) day of each and every month for the time and hours worked for the preceding month to the address of the Trust Fund.

Section 5. Each Employer shall pay to the Pension Fund for each employee covered by this Agreement, Pension payments in accordance with Article VIII, Section 1 and Article XI, Section 6 of the Standard Form of Union Agreement.

All Pension payments shall be mailed on or before the fifteenth (15th) day of each and every month for the time and hours worked for the preceding month to the address of the Trust Fund.

Section 6. The Employer shall make monthly payments in an amount equal to three percent (3%) of the wage package (basic hourly wage rate, plus welfare and pension contributions), as established in Sections 1-4 of this Addendum. Said payments shall be submitted monthly in accordance with Section 10 of this Addendum to the Sheet Metal Local Union No. 24 (Dayton Area) SASMI Welfare Fund. Appropriate contributions shall be transmitted

from the Sheet Metal Local Union No. 24 (Dayton Area) SASMI Welfare Fund to the National Stabilization Agreement of Sheet Metal Industry (SASMI) Trust Fund on behalf of each employee covered by this Agreement.

The Employer agrees to adopt the National SASMI Trust as presently constituted and as the same may be amended from time to time, to be bound by all rules and regulations of the Plan as adopted by the Trustees as they relate to the operation of SASMI.

Section 7. Effective June 1, 2013 each Employer is required to deduct or withhold a sum equal to 2 $\frac{3}{4}$ % (two and three quarter percent) of the Total Hourly Cost plus seventy-eight cents (\$0.78) per hour worked or whatever deduction is properly adopted by the Union membership and certified to the Association in writing for a Dues Check-Off for Journeymen, Foremen and General Foremen; and there will be a eleven cents (\$0.11) per hour worked deduction for the SMART Assessment per hour worked or whatever deduction is properly adopted by the Union membership and certified to the Association in writing for the SMART Assessment for Journeymen, Foremen, General

Foremen and Apprentices. It is clearly understood that the above Dues Check-Off and SMART Assessment is in addition to the members' regular dues and assessments. The Employer, on authorization by the Employee, shall deduct five cents (\$0.05) per hour worked for PAL Political Fund.

The monies so deducted shall be remitted to the Union by the fifteenth (15th) day of the following month together with a statement setting forth the name and hours worked of each employee from whose wages the deductions are made. Said monies shall be mailed to the Sheet Metal Workers' Air Rail and Transportation Local Union No. 24 (Dayton Area) Dues Check-Off and PAL Political Fund.

The Employer shall deduct the dues as specified in this Section of this Article, however, the Union indemnifies the Association and each Employer and will hold them harmless from any liability in complying or attempting to comply with the dues check-off clause.

Section 8. It is clearly understood and agreed by and between these parties that in the event it

should become necessary or desirable, and as the result of agreement between these parties, to eliminate or discard any of the Welfare, Pension, Apprentice and/or SASMI benefits as set forth in this Agreement, the payments made by the Employer or required to be made for payment of such Welfare, Pension, Apprentice and/or SASMI benefits shall, in such event, be added to and become a part of the wage rate of the employee.

Section 9. A copy of the Agreement and Declaration of Trust creating said Welfare, Pension, Apprentice, SASMI and Association Funds are made a part of this Collective Bargaining Agreement as if fully rewritten herein, and each Employer signatory to this Collective Bargaining Agreement becomes a part of said Agreement and Declaration of Trust.

It is further understood and agreed by and between these parties that, notwithstanding anything contained in this Agreement to the contrary, in the event the Employer is delinquent at the end of a period, the fifteenth (15th) of each month, in payment to Sheet Metal Workers' Air Rail and Transportation of Dayton, Ohio, Local Union No. 24 (Dayton Area) Welfare Plan, Pension Plan,

Apprentice Fund, Dues Check-Off, PAL Political Fund, SASMI Trust Fund, and to the Association Fund as set forth hereinabove, after the employee or a proper official of the Union shall have given seventy-two (72) hours notice to such Employers of such delinquency of payment(s) into said Welfare Trust Fund, Pension Trust Fund, Apprentice Trust Fund, Dues Check-Off Fund, PAL Political Fund, SASMI Trust Fund, and Association Fund, shall have the right to take such action as they deem necessary, including suspension of work, until all such delinquent payments are made, and it is further agreed that in the event that such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.

ADDENDUM V

Educational Programs

(Addendum to Article XI of Standard Form)

Section 1. Each Employer, parties to this Agreement, shall pay an additional eighty-three cents (\$0.83) per payroll hour for each employee covered under the terms of this Agreement into an Apprentice Fund. This fund and the apprentice

program shall be administered by the Joint Apprenticeship Committee and the fund shall be used exclusively for the purpose of financing any and all costs involved with the apprenticeship training program. Either the Sheet Metal and Roofing Contractors' Association of the Miami Valley, Ohio or Sheet Metal Workers' Air Rail and Transportation, Local Union No. 24 (Dayton Area) shall be entitled to, upon request to the Joint Apprenticeship Committee, a full accounting of the expenditures of said Apprenticeship Fund.

All Apprentices shall attend school by the schedule as established by the Joint Apprenticeship Committee.

The Joint Apprenticeship Committee is to develop a system whereby a hiring pool of available workers are established for each of the employee classifications covered by this agreement. This is being referred to the Joint Apprenticeship Committee to develop this program within six (6) months of the signing of this agreement.

The Joint Apprenticeship Committee shall have the authority and authorization to hire any and all personnel, including a full time instructor from the

membership of Local Union No. 24 (Dayton Area) and a qualified administrator, with preferential consideration given to members of Local 24, (Dayton Area) who in their judgment is necessary in order that the apprentice program may properly function. The Joint Apprentice Committee shall also be responsible for evaluating the apprentice program and submitting recommended changes as necessary to both the Sheet Metal and Roofing Contractors' Association of the Miami Valley, Ohio and the Sheet Metal Workers' Air Rail and Transportation, Local Union No. 24 (Dayton Area) for their review and action.

ADDENDUM VI

Hazard Pay - Protective Equipment

Section 1. All work performed on a swing scaffold of any type hung from the building will be compensated for at the rate of two dollars (\$2.00) more than the regular rate of pay.

Section 2. Protective or safety equipment as required by law shall be provided by the contractor.

ADDENDUM VII

Leadmen

Section 1. On any job within the jurisdictional territory of Local Union No. 24 (Dayton Area) where there are three (3) men from Local Union No. 24 (Dayton Area), one (1) of them will be Leadman.

Leadmen must be journeymen sheet metal workers and will have no more than ten (10) men, including himself, under their supervision and direction.

Leadmen shall receive a minimum of one dollar twenty-five cents (\$1.25) per hour above the journeyman's hourly rate of pay, said Leadman premium pay shall be subject to the overtime provisions of this Agreement. The Leadman pay will be \$1.50 per hour for Leadman that have completed the Foreman Training Program as established by the JATC.

The duties of the Leadman shall include, but not be limited to the following:

1. Supervise and direct the work force.

2. Maintain an adequate stock of materials and supplies.
3. See that company rules, regulations and policies are carried out.
4. Maintain quality installations and/or fabrications at the minimum cost (both in time and money) as indicated by the specific project.
5. Inspect all machinery and equipment and ascertain their safety and productive condition.
6. Instruct and train apprentices, new employees and understudies.
7. Maintain or improve the quality of the product.
8. Give and carry through effective orders.
9. Maintain adequate inspections.
10. Maintain good working conditions and relations for and with working force and Employer, and it shall be the Leadman's

responsibility to assure that all company tools, equipment and materials are properly stored and secured prior to quitting time.

Section 2. On any field job where there are ten (10) sheet metal workers required to perform the work specified in Article I of this Agreement, there shall be in addition to the Leadman employed in accordance with the provisions of this Addendum, a General Foreman from Local Union No. 24. (Dayton Area) employed at the rate of two dollars and twenty-five cents (\$2.25) per hour above the journeyman's hourly rate. Said General Foreman premium pay shall be subject to the overtime provisions of this Agreement. The General Foreman shall be charged with the overall responsibility of maintaining a quality economic and harmonious sheet metal installation. The General Foreman pay will be \$2.50 per hour General Foreman that have completed the Foreman Training Program as established by the JATC.

REQUIRED LEADMAN & GENERAL FOREMAN CHART

Total No. Men On Job	Required Leadmen	Required General Foreman (Field Job Only)
1 to 2	0	0
3 to 9	1	0
10	1	1
11 to 20	2	1
21 to 30	3	1
31 to 40	4	1
41 to 50	5	1

ADDENDUM

**VIII
Steward**

Section 1. The parties hereto agree that on every job, undertaken by the Employer, there shall be a Steward for said job or said shop. The Business Manager or Business Representative of the Union may appoint Stewards in the number and whomever they deem necessary, not to exceed one (1) Steward for every twenty (20) employees on any particular job or shop.

Section 2. The parties hereto agree that on all field jobs employing fifty (50) or more sheet metal workers, the Business Manager or Business Representative of the Union shall appoint a Chief Steward, and the Employer shall furnish said Chief Steward with transportation within the limits of the job site for the purpose of carrying out his duties as Chief Steward.

Section 3. The Steward shall have the right and duty to observe and make immediate report to the Union Office and to the Employer involved, of any grievance, dispute or controversy involving the interpretation or application of any terms of this agreement, that he has been unable to adjust, and his Employer shall not, in any manner, interfere with the performance of his duty to cause any retaliation or discrimination whatsoever because of the carrying out of this duty; a Steward shall not abuse his position as Steward at the expense of his Employer.

Section 4. Nothing in the preceding Section shall prohibit an employer from transferring a job or Shop Steward to another job or laying a job or Shop Steward off if a job is to be discontinued or

temporarily halted for cause over which the Employer has no control, provided the steward is the next to the last employee transferred or laid-off from said job or shop. The steward shall be the first employee recalled or hired by the employer, for any job he is qualified to perform, after such lay-off. Before a Steward is transferred or laid-off, the Employer shall notify the Local Union of such action.

If mutual agreement is not reached and the Steward is terminated or transferred, the Union has the right to an immediate grievance board hearing within forty-eight (48) hours, unless time is extended by mutual agreement.

Section 5. When three (3) or more employees work overtime, the shop or Job Steward will be asked to work overtime on any job for which he is qualified to perform the work.

Section 6. The Steward shall have authority to report all safety hazards and unsafe working conditions on the job site to the contractor and/or his representative and members. The Steward shall promptly take care of injured workers and accompany them to their homes or hospital,

providing Management does not assume this responsibility with a qualified First Aid Individual, without any loss of time, and report said injury to the proper officers of the Union and the Employer.

Section 7. The job or Shop Steward shall report to the office of the Union of all requests of the Employer for overtime work and the names of journeymen and apprentices working overtime in conjunction with Article VI, and Addendum II.

ADDENDUM IX
Unemployment and Workers'
Compensation Tax

Section 1. Employers employing members of Sheet Metal Workers' Air Rail and Transportation, Local Union No. 24 (Dayton Area), or members of a local union affiliated with the Sheet Metal Workers' Air Rail and Transportation shall pay unemployment and workers' compensation tax on said members, regardless of the number of employees employed by the Employer, and shall furnish to the Local Union Office a certificate of compliance for workers' compensation.

ADDENDUM X
Association Recognition

Section 1. The Union recognizes the Sheet Metal and Roofing Contractors' Association of the Miami Valley, Ohio, as the primary bargaining agent within the geographical jurisdiction of the Union, pertaining to all sheet metal work performed in the building and construction industry, excluding production shop work, and as the exclusive bargaining agent for contractor firms from whom it has a bargaining authorization.

Section 2. It is understood and agreed that the Association is acting only as agent in the negotiation of this contract and that it is agent for those Employers who have authorized it so to act; and in no event shall it be bound as principal or be held liable for damages for any breach of this Agreement by any of the Employers for whom it is acting.

Section 3. In accordance with past practice, it is understood and agreed that members of the Association and Employers who have designated the Association as their bargaining representative

shall execute this contract in their individual capacity, which contract shall continue to be effective and binding upon said individuals in the event they shall resign from or withdraw their power of attorney from said Association prior to the expiration of this Agreement.

Section 4. The Employer reserves and retains the right to direct, manage and control the business and the work force, except to the extent that this Agreement specifically provides to the contrary.

ADDENDUM XI

Member's Rights - Job Access

Section 1. An employee shall have the right to refuse to cross a picket line or refuse to work where a labor dispute exists, as provided in Sections seven (7) and eight (8) of the Labor Management Relations Act as amended, if pertinent, and neither the Employer nor the Union shall cause any disciplinary action whatsoever against such employee for exercising or not exercising such right.

Section 2. The Employer shall not prohibit representatives of Sheet Metal Workers' Air Rail

and Transportation, Local Union No. 24 (Dayton Area) from access to any shop or job site at any reasonable time provided that the representative first notifies the management of his presence.

Section 3. The Contractor agrees that when requested by Local No. 24, a written report for that project will be provided listing the name, location, and a list of sheet metal items that the contract covers.

ADDENDUM XII

Separability

Section 1. In the event that any portion of this Agreement is declared or becomes inoperative under Federal or State law, the balance of the Agreement shall remain in full force and effect, and the parties hereto agree to meet and renegotiate the inoperative portion of this Agreement.

ADDENDUM XIII

Tools

Section 1. Contractors will provide a safe place on the job or in the shop for tools or replace loss.

Section 2. THEFT OF TOOLS - The Employer agrees

to provide adequate protection for safeguarding tools at the job site. The Employer shall be responsible for the loss (by theft) of employee's tools due to reported forced entry. The employee shall furnish a list of his tools to the foreman on the job site or the company at the start of his employment. In the absence of a list the items listed in Section 3 will be replaced.

Section 3. The following is a list of tools that the contractor is responsible for replacement of in accordance with Section 2 of this Addendum:

Chisels	Combination Square w/Level
Dividers (as Req'd.)	Dolly Bar
Drift Pins	Hack-saw Frame
Hammers (Tinnners)	Pliers
	Rivet Sets

PUNCHES:

1. Center	Rule-One Six Foot Folding
2. Prick	Scratch Awl
3. Whitney	Vice Grips (Small)
Screw Drivers (as Required)	

Snips:
Aviation Right and Left

Straight

Tongs

Wrench – Crescent or Open End

Note: Maximum reimbursement on tools will be \$500.00.

ADDENDUM XIV

Job Injury and Safety

Section 1. It is agreed that employees who while on the job suffer injuries which require emergency hospital or doctor's care and which render the employee incapable of continuing work for that day shall be paid no less than four (4) hours and no more than eight (8) hours pay depending upon when the disabling injury was incurred; if before twelve o'clock (12:00) noon the minimum shall be paid, if after twelve o'clock (12:00) noon the maximum shall be paid.

Section 2. In accordance with the provisions of the 52 Williams-Steiger Occupational Safety and Health Act of 1970 (29-U.S.C65), each Employer shall:

- (a) Furnish to each employee, employment that is free from recognized hazards which

are likely to cause death or serious physical harm to employees; and (b) Comply with Occupational Safety and Health Standards promulgated under this act.

Section 3. Each employee shall comply with Occupational Safety and Health Standards and all rules, regulations and orders issued pursuant to this Act which are applicable to employee's own actions and conduct.

**RESIDENTIAL ADDENDUM XV
TO THE STANDARD FORM
OF UNION AGREEMENT**

Section I. This Addendum Number Fifteen covers the rates of pay, rules and working conditions of all employees of the employer engaged in the fabrication, erection, installation, repairing, replacing and servicing of all residential heating and air conditioning systems and the architectural sheet metal work on such residences.

Section II. Residential shall be defined as applying to work on any single family dwelling or multiple family housing unit where each individual family

apartment is individually conditioned by a separate and independent unit or system.

Section III. The parties hereto may, at their discretion and where local conditions warrant such action, mutually agree to expand the Addendum to cover other segments of work (i.e., light commercial, etc.) not presently controlled by the parties within the territorial jurisdiction of the Union or for any part of said territorial jurisdiction.

Section IV. (a) In lieu of the foregoing Section III, the Employer may make application to the Local Union to perform work on certain individual jobs or projects under the terms and conditions of this Addendum. Such application shall be accompanied by ample reasons for such request.

(b) Upon consent of the Union, the employer will be free to perform work on that job or project under the terms and conditions of this Addendum for that job or project only and such consent does not constitute approval or authority to perform work on any other job or project, except as specified in Sections I and II of this Addendum.

(c) Light commercial shall basically be defined as work not covered on Special Project Agreement Rates or predetermined building trades wage rates under the Davis-Bacon Act; further, that no single unit exceeds forty (40) ton air conditioning or 1 million Btu heating; further, does not include work that is presently being performed under the Building Trades Agreement.

(d) The employer agrees that building trades members will not incur a reduction in wages or fringe benefits when fabricating under this addendum.

Section V. (a) The employer agrees that none but residential journeymen and specialty sheet metal workers shall be employed on any work described in this Addendum except as noted herein provided, however, that building trades members may be, voluntarily, employed on such work provided no residential members are available and prior approval has been granted by the Union.

(b) The employer agrees that building trades members so employed under this addendum shall

not forfeit or suffer any reduction in any fringe benefits as outlined in the local basic Standard Form of Union Agreement.

(c) Residential Journeymen and Specialty Sheet Metal Workers employed under this addendum shall remain in these classifications for a minimum of eight (8) years of service, or 12,000 hours worked under this addendum. In addition, Residential Journeymen and Specialty Workers must prove completion of 400 hours of related training. The Joint Apprenticeship Committee will determine what is to be acceptable as related training. Upon meeting these qualifications he may make application to the SMART, Local Union 24 (Dayton Area), for building trades journeyman.

Section VI. New Construction

(a) The work-week shall consist of a forty (40) hour week divided into five (5) work days of eight (8) hours each, running from Monday to Friday. All hours over eight (8) hours per day shall be paid at one and one-half (1 1/2) times the regular rate.

(b) By mutual consent, Saturdays can be worked as a makeup day at the regular rate of pay, unless and until the employee has worked forty (40) hours in one week, in which case he will be paid one and one-half (1 1/2) times the regular rate.

(c) All other work performed on Sundays and holidays shall be compensated for at two (2) times the basic hourly residential wage rate.

Section VII. Service, Maintenance, Replacement Work

(a) The work-week shall consist of a scheduled forty (40) hour week; all work performed beyond the forty (40) hours shall be compensated for at one and one-half (1 1/2) times the basic hourly residential wage rate.

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

Section VIII.

(a) The regular starting and quitting times may be adjusted by mutual consent of the Employer and the Union.

(b) Shift work may be worked from 12:01 A.M. Monday through 11:59 P.M. Friday on jobs that are at least two (2) consecutive work days duration. An employee will not be required to work more than one, two (2) day shift per week. An employee will not be required to work more than one (1) shift in any twenty-four (24) hour period.

(c) The day shift shall work eight (8) hours at the regular rate, the second shift shall work eight (8) hours for nine (9) hours pay, and the third shift shall work seven (7) hours for nine (9) hours pay. All hours worked in excess of the second shift shall be paid at time and one-half the regular rate of pay. All hours worked in excess of the third shift shall be paid at double the regular rate of pay.

(d) On energy conservation work and retrofit work in occupied buildings the shift work premiums

will be as follows: On a one-day shift the first day shift is to be paid ten (10) hours pay for eight (8) hours worked.

A shift longer than one day duration shall be worked at ten (10) hours pay for eight (8) hours work the first day, and subsequent days will be at the shift premiums defined in Section 3 of this Article.

(e) Shift work schedules are as follows:

FIRST SHIFT -Any eight (8) hours worked between 6:00 a.m. and 6:00 p.m.

SECOND SHIFT -Starting time after regular starting time, but before 7:00 P.M.

THIRD SHIFT - Starting time after 7:00 P.M.

Section IX. The Employer shall provide, or pay for all necessary transportation for transporting employees, tools and materials from shop to job, job to job, and job to shop during working hours.

Section X (a). The minimum regular basic hourly wage rate for journeymen and specialty sheet metal workers covered by this Addendum shall be as follows:

Residential Sheet Metal
Wage Rates
Effective June 1, 2013 – May 31, 2013

HOURLY CLASSIFICATION	BASIC HOURLY WAGE	<u>DED</u> Ck-Off *	<u>EMPLOYER CONTRIBUTIONS</u>					TOTAL LABOR COSTS
			WELFARE	LOCAL PENSION	National Pen/Cola	Scholar- ship Fund	ASSN & Jry Ed	
RESIDENTIAL JOURNEYMAN	17.24	0.81	3.01	5.77	2.35	0.01	0.34	28.72
RESIDENTIAL SPECIALTY WORKER								
8th Period 80%	13.79	0.21	3.01	4.62	1.88	0.01	0.34	23.65
7th Period 75%	12.93	0.21	3.01	4.33	1.76	0.01	0.34	22.38
6th Period 70%	12.07	0.21	3.01	4.04	1.65	0.01	0.34	21.12
5th Period 65%	11.21	0.21	3.01	3.75	1.53	0.01	0.34	19.85
4th Period 60%	10.34	0.21	3.01	3.46	1.41	0.01	0.34	18.57
3rd Period 55%	9.48	0.21	3.01	3.17	1.29	0.01	0.34	17.30
2nd Period 50%	8.62	0.21	3.01	2.89	1.18	0.01	0.34	16.05
1st Period 47.5%	8.19	0.21	3.01	2.74	1.12	0.01	0.34	15.41
PROBATIONARY 45% **	7.95	0.21	3.01	2.60	0.00	0.01	0.34	13.91

*Dues Check-Off \$0.76

P.A.L. \$0.05

*SMART Assessment - \$0.11/hr for each hour worked

**Under no circumstance will an employee receive less than minimum wage.

Increases to the Total Hourly Cost for the Residential Specialty Journeymen will be as follows:

June 1, 2014

To Be Determined

June 1, 2015

To Be Determined

(b) Residential Specialty sheet metal workers covered by this Addendum shall be paid on a percentage basis as outlined in Article XI, Section 5 (graduated wage scale for apprentices) of the SFUA. However, such percentage shall be based on the basic hourly journeyman rate covered by this Addendum.

(c) A probationary period for Residential Specialty Sheet Metal Workers shall not exceed forty-five (45) working days.

Residential Specialty Sheet Metal Workers ratio shall not exceed two (2) for each journeyman employed.

Section XI. The employer agrees to be bound by the wages, hours and working conditions contained in the local basic or local Standard Form of Union Agreement and any work performed on commercial or industrial establishments, or on any work not specified in Sections I, II, III, or IV of this Addendum.

**ARCHITCTURAL SHEET METAL
ADDENDUM XVI**

PREAMBLE

This Addendum is entered into between Sheet Metal & Roofing Contractors Association of the Miami Valley, Ohio (“Employer”) and SMART Local No. 24 (“Union”). In the event any provision of this Addendum is in conflict with the working conditions provisions of the Standard Form of Union Agreement, also known as the Dayton Area Building Trades Agreement, the provisions of this Addendum shall control. In the event any provision of the local area building trades agreement is in conflict with the Dayton Building Trades Agreement, the provisions of the Dayton Building Trades Agreement shall control.

ARTICLE 1

Scope of Agreement

SECTION 1 COVERED WORK

This Addendum covers the rates of pay and conditions of employment of all employees of the Employer engaged in jobsite and shop fabrication, handling, erection, installation, dismantling, conditioning, adjustment, alterations, repairing and servicing of all ferrous and non-ferrous architectural metal work and all other materials used in lieu thereof. Architectural Sheet Metal work includes all sheet metal work customarily performed per SMACNA Architectural Sheet Metal Manual. All architectural work is to be performed per this Addendum. Only qualified Sheet Metal Workers shall be employed on any work within the scope of this Agreement.

SECTION 2 GEOGRAPHIC JURISDICTION

This Addendum covers all architectural work performed within the geographic area of the Union which area is comprised of 88 counties.

Employers shall have full mobility of manpower in

all 88 counties that make-up the geographical jurisdiction of Local No. 24 with the exception of the counties that make up the Cincinnati Bargaining Area (9 counties). Full mobility means that the Employer may utilize Local No. 24 Employees of its choice when performing work in each of the counties and need not employ any Employees from the local hiring hall covering the location of the work. Provided, however within the nine (9) county area the Employer has the option of traveling in four (4) Local No. 24 Employees from outside the Cincinnati Area per job, and if the Employer wants to travel in more employees than the four (4), there must be mutual agreement with the Business Manager. The Employer also has the option join this nine (9) county area of traveling in two Local 24 Employees and then using a ratio of one (1) Cincinnati Local No. 24 member for each additional person that the Employer brings in the area, with the first Cincinnati Local No. 24 member hired being the third employee in the crew. There is no requirement to contact the Business Manager with the second option.

**ARTICLE II
HIRING**

SECTION 1 REFERRAL HALL

The Union shall furnish upon request of the Employer duly qualified Sheet Metal Workers in sufficient numbers as may be necessary to properly execute work contracted for by the Employer in the manner and under conditions specified in this Addendum.

SECTION 2 BUILDING TRADES JOURNEYMEN

If Architectural Journeymen are not available 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 Addendum, qualified Building Trades Journeymen Sheet Metal Workers may, on a voluntary basis, through the Union, seek referral to employment as an Architectural Journeyman at the wages and other conditions contained in this Addendum covering that classification.

SECTION 3 UNAVAILABILITY

If employees in the classifications requested by the

Employer are not available for referral from the Union within 72 hours of the Employer's request, the Employer may hire from any other source but those hired will be subject to the terms of this Addendum.

SECTION 4. RATIO

An Employer wide ratio of Building Trades Journeymen to all other classifications set out within Article 1, Section 1 shall be maintained so that no less than twenty percent (20%) of the Employer's workforce covered by this Addendum is comprised of Building Trades Journeymen to all other classifications set out within Article I, Section 1 shall be maintained so that no less than twenty percent (20%) of the Employer's workforce covered by this Addendum is comprised of Building Trades Journeymen, and the remaining eighty percent (80%) shall be comprised of Architectural Journeymen, Apprentices, Pre-Apprentices and Classified Workers as determined by the Employer.

An alternative to this is an Employer wide ratio of Journeyman to Architectural Journeyman of four (4) Architectural Journeymen to one (1) Journeyman, and a ratio of one (1) Apprentice or

Classified Worker or Pre-Apprentice to three (3) Journeymen and/or Architectural Journeymen.

**ARTICLE III
STAFFING REQUIREMENTS**

SECTION 1. FOREMEN

Journeymen, and/or Architectural Journeymen may be used as foremen or leadmen with the wage scale for foremen being that prescribed in the Union's Dayton Building Trades Agreement, also known as the Standard Form of Union Agreement (Reference Article VIII; Section 6).

SECTION 2 BUILDING TRADES JOURNEYMEN

Except as may be provided in this Addendum, Building Trades Journeymen regularly employed by the Employer shall be governed by the wage rates, benefits and other conditions set out in the project area Agreement.

SECTION 3. LAYOFF OF JOURNEYMEN

Building Trades Journeymen may be laid off provided the ratio set out in Article II of Section 4 above is maintained.

SECTION 4. ARCHITECTURAL JOURNEYMEN

Architectural Journeymen shall remain in this classification for a minimum of eight (8) years of actual work under this Agreement and no less than 12,000 hours of actual work. In addition, Architectural journeymen must prove completion of at least 400 hours of related training. The Joint Apprenticeship Committee shall determine what constitutes acceptable related training. Upon meeting these qualifications an employee may make applications to the Union for Building Trades Journeymen status provided he is qualified to perform all work customarily performed by a Building Trades Journeymen and first receives a written recommendation from his current employer verifying his qualifications.

In order to provide voluntary educational opportunities for employees, no less than twenty (20) hours of instruction per year will be made available to each employee working under this addendum at mutually agreeable times upon reasonable advanced notice. This instruction is not mandatory unless the law imposes the obligation

on the employee. It is intended primarily for self-development and to provide new and additional skills to employees for the benefit of each employee. Whenever possible, the instruction will be of the type offered by educational institutions such as vocational schools and institutions of higher learning. Upon successfully completing at least twenty (20) hours of instruction, and in accordance with the time frames in this agreement, the employee will be awarded increases in compensation as described in this agreement. This is the only compensation, which will be received for attending these educational opportunities. In the event that any employee elects not to receive twenty (20) hours of instruction in any year, the employee may complete thereafter, at the twenty (20) hours of instruction and be awarded the prescribed increases in compensation designated for the prescribed year. No award is retroactive. These modules of instruction will include courses provided through the Joint Apprenticeship Committee. Records of hours of education complete for each employee will be maintained by the Joint Apprenticeship Committee.

**ARTICLE IV
WORKING TIME**

SECTION 1. REGULAR WORK DAY/ WEEK

The regular workweek shall begin Monday and end Saturday of each week. All hours in excess of forty (40) will be paid at one and one-half times the basic hourly rate except Sundays and Holidays which will be paid at two times the basic hourly rate. If the customer pays the time and one-half for overtime, the employees shall be paid at the time and one-half rate of pay.

SECTION 2 HOLIDAYS

All work performed on the following holidays shall be paid as follows: Each hour worked shall constitute two (2) payroll hours pay, and should New Year's Day, Independence Day and Christmas Day occur on a Saturday, the previous Friday shall be recognized and observed as the holiday; should New Year's Day, Independence Day, and Christmas Day occur on a Sunday, the following Monday shall be recognized and observed as the holiday.

The holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

SECTION 3

- (A) Shift Work: The regular starting and quitting times may be adjusted by mutual consent of the Employer and the Union.
- (B) Shift work may be worked from 12:01 a.m. Monday through 11:59 p.m. Friday on jobs that are at least two (2) consecutive work days duration. An employee will not be required to work more than one, two (2) day shift per week. An employee will not be required to work more than one (1) shift in any twenty-four (24) hour period.
- (C) The day shift shall work eight (8) hours at the regular rate, the second shift shall work eight (8) hours for nine (9) hours pay; and the third shift shall work seven (7) hours for nine (9) hours pay. All hours worked in excess of the second shift shall be paid at time and one-half the regular rate of pay.

(D) All hours worked in excess of the third shift shall be paid at double the regular rate of pay.

(E) On energy conservation work and retrofit work in occupied buildings the shift work premiums will be as follows:

On a one-day shift the first day shift is to be paid ten (10) hours pay for eight (8) hours work the first day; and the subsequent days will be at the shift premiums defined in Paragraph c of this Article.

Shift work schedules are as follows:

FIRST SHIFT – Any eight (8) hours worked between 6:00 a.m. and 6:00 p.m.

SECOND SHIFT – Starting time after regular starting time, but before 7:00 p.m.

THIRD SHIFT – Starting time after 7:00 p.m.

**ARTICLE V
WAGES/BENEFITS**

SECTION 1.

- (A) For all classifications other than Architectural Journeymen, the wages and fringe benefits shall be specified in the Dayton Building Trades Agreement (reference to Article VIII; Section 6).
- (B) The wages and benefits applicable to Architectural Journeyman are specified in Appendix 1 of this Addendum.
- (C) When an Employee is performing work pursuant to State or Federal prevailing wage requirements and the wage/benefit package is higher than the applicable wage/benefit package in this Architectural Addendum, the difference between the Employees' package and the prescribed prevailing wage package shall be paid into the applicable local qualified benefit plan.

SECTION 2. NATIONAL AGREEMENT WORK

Should it become necessary for this Addendum to be used on maintenance work such as the General

Presidents Maintenance Agreement, NMAPC, or other type of national agreements, it is understood and agreed no adjustment will be made in the wage scale or conditions of this Addendum until all other crafts that are to be employed on the project have adjusted their wage scale and conditions of their regular agreement comparable with the adjustments made in this Addendum.

**ARTICLE VI
TRAVEL**

SECTION 1. WITHIN FIFTY MILES

Employees employed on a job within the limits of fifty (50) miles of the Employee's local union referral point, the Employer's place of business or the Employee's place of residence, whichever is closer, shall be governed by the regular working hours specified herein and shall provide for themselves necessary transportation within said time limits from home to job at starting time, and from job to home at quitting time.

SECTION 2. BEYOND FIFTY MILES

When employed outside of the limits specified in

Section 1. Employees shall provide transportation for themselves which will ensure their arrival at the job at regular starting time, and the Employer shall provide the mileage expense below for travel beyond fifty (50) miles.

Mileage shall be reimbursed, where applicable at thirty-four cents (\$.34) per mile. Mileage shall be determined by MapQuest or a comparable system agreed to by the parties. The daily travel allowance shall not exceed twenty-five dollars (\$25.00).

As an alternative to Section 2, Employer may pay all necessary and reasonable transportation, travel time, board and expenses while the Employee is employed outside the fifty (50) mile limit. The daily allowance shall be as agreed between the Employer and the affected Employees.

**ARTICLE VII
OTHER CLASSIFICATIONS**

SECTION 1.

The Project Area Agreement governs apprentices, Pre-Apprentices and Classified Workers. If any

provision of that Agreement is in conflict with the terms of this Addendum, this Addendum controls.

**APPENDIX 1
ARCHITECTURAL
ADDENDUM XVI**

Architectural Journeymen

The Architectural Journeymen wage rate will progress as follows:

First Year (To advance to Second Year must complete 1000 hours worked and all training requirements as established by the Joint Apprenticeship Committee – minimum of 40 hours per year): 50% of the Building and Trades Journeyman Basic Wage Rate.

Second Year (To Advance to Third Year must complete 2000 cumulative hours worked and all training requirements met as established by the Joint Apprenticeship Committee – minimum of 40 hours per year): 60% of Building Trades Journeyman Basic Wage Rate

Third Year: 70% of Building Trades Journeyman
Basic Wage Rate

Individuals that are indentured in the Building Trades Apprenticeship Program, at the successful completion of their second year, can have the option to terminate their apprenticeship and become an Architectural Journeyman at the 70% rate.

The Architectural Journeyman shall receive the following fringe benefits:

The Level E-4 Health and Welfare Contribution
The Local Pension Fund Contribution
Apprentice and ITI Contribution
Association and Journeymen Education
Contribution
SASMI Contribution (as calculated based on the
Architectural Journeyman rate)
Deductions shall include the following:

ARCHIECTURAL JOURNEYMEN
 DAYTON AREA
 JUNE 1, 2013-MAY 31, 2014

HOURLY CLASSIFICATION	<u>DED</u>		<u>EMPLOYER CONTRIBUTIONS</u>						TOTAL LABOR COST
	BASIC HOURL Y WAGE	Ck-Off *	WELF ARE	LOCAL PENSION	Appr, ITI & SF	ASSN & Jry Ed	SASMI		
ARCHITECTURAL JOURNEYMAN	18.56	1.06	3.01	8.88		0.83	0.48	0.91	32.67
2nd YEAR 60%	15.91	1.06	3.01	8.88		0.83	0.48	0.83	29.94
1st YEAR 50%	13.26	1.06	3.01	8.88		0.83	0.48	0.76	27.22

*Dues Check-
 Off \$1.01
 P.A.L. \$0.05
 *SMART Assessment - \$0.11/hr for
 each hour worked

WAGE RATE
TO BE DETERMINED

JUNE 1, 2014

JUNE 1, 2015

**PRE-APPRENTICE
ADDENDUM XVII
TO THE STANDARD FORM OF UNION AGREEMENT**

Section 1. It is hereby agreed that the Employer may apply to the Joint Apprenticeship Program and the Joint Apprenticeship Program shall grant pre-apprentices on the basis of one pre-apprentice for each three (3) apprentices employed by the Employer and that the Employer may use a classified worker instead, as long as the overall work-force ratios of apprentices to pre-apprentices/classified workers remain the same. If an apprentice is not available for referral as per Article XI; Section 4 of this agreement, the Employer may hire a pre-apprentice that will apply to the ratio as defined by this contract in the same manner as an apprentice would apply, nor will it be mandatory that an unemployed apprentice displace the pre-apprentice.

Section 2. In the event the Employer is entitled to employ a pre-apprentice and the Joint Apprenticeship Program fails to comply with the

Employer's written request to furnish a pre-apprentice within seventy two (72) hours, the employer may hire such employees from any available source.

Section 3. Pre-apprentices may enroll as applicants for future openings in the apprenticeship program. No individual shall be referred as a pre-apprentice unless he has been found to be qualified as an applicant.

Section 4. The wage scale for pre-apprentices shall be thirty-seven and one half (37.5%) percent of the wage rate of journeymen sheet metal workers. Health and Welfare coverage shall be arranged (E-4) on behalf of the pre-apprentices by the parties. There will be no pension contribution made on behalf of Pre-Apprentices for their first year of employment. After their first year of employment, pension contributions will be made on their behalf at thirty-seven and one half (37.5%) percent of the Journeyman Pension Contribution Rate. If a Pre-Apprentice that is receiving the thirty-seven and one half percent pension contribution makes application, and is accepted in the Apprenticeship Program, they will then continue to receive his thirty-seven and one half percent (37.5%) pension

contribution through his Probationary Apprenticeship Period.

Pre-Apprentices will advance to either a Classified Worker or a Probationary Apprentice no later than six (6) months after becoming eligible for the pension contribution. If this automatic advancement causes an Employer to be temporarily out of ratio as defined by the agreement, no current employees of the Employer are to be displaced. The Employer will make every attempt to re-align his ratio when he hires or lays-off employees in the future.

The following is a list of tools that shall be necessary and required of all sheet metal pre-apprentices.

Hammers (Tinnars)

Pliers

Rule - One Six-foot Folding

Scratch Awl

Screw Drivers (as required)

Snips

1. Aviation -Right and Left
2. Straight

PRE-APPRENTICE
DAYTON AREA
EFFECTIVE JUNE 1, 2013-MAY 31, 2014

(PA)

HOURLY CLASSIFICATION	BASIC HOURLY WAGE	<u>DED</u>		<u>EMPLOYER CONTRIBUTIONS</u>				ASSN & Jry Ed	TOTAL HOURLY COSTS
		Dues	Check- Off*	WELFARE	LOCAL PENSION	National Pen/Cola	Appr, ITI & SF		
PRE-APPRENTICE	9.95	0.26		3.01	0.00	0.00	0.83	0.48	14.27

(PA1) With
12 Months

HOURLY CLASSIFICATION	BASIC HOURLY WAGE	<u>DED</u>		<u>EMPLOYER CONTRIBUTIONS</u>				ASSN & Jry Ed	TOTAL HOURLY COSTS
		Dues	Check- Off*	WELFARE	LOCAL PENSION	National Pen/Cola	Appr, ITI & SF		
PRE-APPRENTICE	9.95	0.26		3.01	3.33	1.35	0.83	0.48	18.95

*Dues	
Check-Off	0.21
P.A.L.	0.05

PRE-APPRENTICE WAGE RATES

TO BE DETERMINED:

JANUARY 1, 2014

JUNE 1, 2015

**ADDENDUM XVIII
TO THE STANDARD FORM OF
UNION AGREEMENT
Classified Worker**

Section 1. Classified workers may be employed in the following ratio and the Employer may use a pre-apprentice instead, as long as the overall work-force ratios of apprentices to classified workers/pre-apprentices remain the same. If an apprentice is not available for referral as per Article XI; Section 4 of this Agreement, the Employer may hire a classified worker that will apply to the ratio as defined by this contract in the same manner as an apprentice would apply; nor will it be mandatory that an unemployed apprentice displace this classified worker:

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

Section 2. Classified workers may perform any work covered by Article I of which they are capable and will work under the general direction of a journeyman. The wage rate of the classified workers will progress as follows:

First Year (1600 Hours Worked and all training requirements met as established by the Joint Apprenticeship Committee): 40% of Journeyman Basic Wage Rate

Second Year (3200 Hours Worked and all training requirements met as established by the Joint Apprenticeship Committee): 50% of Journeyman Basic Wage Rate

Third Year (4800 Hours Worked and all training requirements met as established by the Joint Apprenticeship Committee): 60% of Journeyman Basic Wage Rate

They shall be covered by the Local No. 24 (Dayton Area) Welfare Class E-4 Plan.

Pension contributions shall be fifty percent (50%) of the journeyman pension contributions and the applicable COLA contribution.

Section 3. In the event the Employer is entitled to employ classified worker and the Union fails to comply with the Employer's written request to furnish a classified worker within seventy-two (72) hours, the Employer may directly hire such employees, and refer them to the Union.

CLASSIFIED WORKER
 DAYTON AREA
 EFFECTIVE JUNE 1, 2013 – MAY 31, 2014

HOURLY CLASSIFICA TION	BASIC HOURL Y	<u>DED</u> Ck-Off *	<u>EMPLOYER CONTRIBUTIONS</u>					TOTAL LABOR COST
			WELFA RE	LOCA L PENSI	Natio nal Pen/	Appr, ITI & SF	ASSN & Jry Ed	
FIRST YEAR	10.61	0.81	3.01	4.44	1.81	0.83	0.48	21.18
SECOND	13.26	0.81	3.01	4.44	1.81	0.83	0.48	23.83
THIRD YEAR	15.91	0.81	3.01	4.44	1.81	0.83	0.48	26.48

*Dues \$0.76

P.A.L. \$0.05

*SMART Assessment - \$0.11/hr for each

CLASSIFIED WORKERWORKER WAGE RATES

June 1, 2014

JUNE 1, 2015

**ADDENDUM XIX
MEMORANDUM OF
UNDERSTANDING BETWEEN
SMART
LOCAL 24, DAYTON AREA
AND
SHEET METAL & ROOFING
CONTRACTORS' ASSOCIATION
OF THE MIAMI VALLEY, OHIO**

Whereas, there have been attempts to change the guidelines for establishing wage rates and employment conditions on Federal (Davis Bacon); State of Ohio, county and city construction projects and;

Whereas, in labor negotiations between the parties listed above, an agreement was made to address the possibility of changes that would affect the ability of the union sheet metal industry to compete for work.

Therefore, the following language was adopted by the parties representing SMART Local 24 (Dayton Area) and Sheet Metal and Roofing Contractors' Association of the Miami Valley, Ohio.

"If during the term of this agreement legislation is passed or administrative action is taken which impacts on the prevailing wage rate determination under Federal or State law the parties to this agreement agree, upon request of one or the other party, to enter into negotiations with the objective to reach an agreement which addresses such legislation or administrative action, provided, however such negotiations shall not be deemed a termination or reopening of this agreement."

ADDENDUM XX

**JOINT ALCOHOL AND
SUBSTANCE ABUSE Policy**

The policy negotiated between the parties is a material and substantial part of this agreement. Copies of the current policy are available upon request from the Union or the Association.

ADDENDUM XXI

MOBILITY OF MANPOWER WITHIN LOCAL NO. 24

Section 1. The following procedure shall be utilized regarding the mobility of manpower from one (1) collective bargaining area within the territorial jurisdiction of Local No. 24.

(a) Hamilton County: There shall be total mobility of manpower in Hamilton County in Ohio. The Contractor may send from the Dayton jurisdiction the number of sheet metal workers he determines are needed for the project.

(b) For the balance of the Cincinnati and Columbus territories, outside of Hamilton County, the Contractor may send the first four sheet metal workers (journeymen, apprentice, classified, or pre-apprentice) from the Dayton Jurisdiction. Thereafter, the Contractor shall request the fifth (5th) person (Journeyman) from the out of work list for the collective bargaining area the project is located in. He then may bring in the sixth (6th) person (Journeyman) and

continue alternating until twelve (12) people are employed. Thereafter, all Journeymen shall come from the out of work list for the collective bargaining area the project is located in. Lay-off shall be in reverse order without regard to hire date: Example 4-(1)-1-(1)-1-(1)-1-(1)-1=12. Contractor Area = 8 men; Total Project Area=4 men; 12 men total.

- (c) Parties will work collectively between the Employers, Union and International to merge Health & Welfare and JATC Training Funds. When they are merged there will be full mobility within Cincinnati and Dayton areas of Local No. 24.

**ADDENDUM XXII
MARKET RECOVERY**

Section 1. The Union has established a Market Recovery Program in order to regain work which signatory employers have lost to non-union contractors due to disparities in wages, benefits and working conditions mandated by this collective bargaining agreement. During the entire term of this bargaining agreement and as permitted by law, this Market Recovery Program will afford to signatory employers various market recovery

measures on particular jobs, such as modified apprentice ratios, elimination of such things as daily mileage, lower wage rates for any or all classifications covered by the Agreement facilitated by the Program subsidizing the modified wage rates designated for the job and other such measures.

Section 2. The Business Manager of the Union will determine the recovery measures to be afforded on a non-discriminatory basis. Signatory employers and the Association may request Market Recovery measures for any job and the Union will promptly respond to all signatory employers and the Association as to what recovery measures, if any, will be afforded by any job. The Market Recovery measures afforded for any job shall be the same for all signatory employers. The Program shall be applicable to and made available for all types of work within the jurisdiction of the Union, including but not limited to architectural and HVAC work.

Section 3. The Program will be funded through the Union allocating from the dues collected on and after the effective date of this Bargaining Agreement and continuing for the entire term of the agreement, the Journeyman contribution will be \$0.45 June 1, 2013; \$0.55 June 1, 2014; \$0.65 June 1, 2015; the Apprentice contribution will be \$0.20 June 1, 2013 per hour

worked by all employees covered by the dues checkoff provisions of this Bargaining Agreement. Allocation of dues will occur only as permitted by law. Each contract year, the Market Recovery Program will expend in subsidized wages authorized pursuant to this Program no less than eighty percent (80%) of the monies anticipated to be collected in that contract year pursuant to this Article.

In the event that all of the terms and conditions of this Article are not accepted as is by the Union through ratification or otherwise, any and all wage increases offered by the signatory employers through the Association and anticipated to become effective in June 2013 or thereafter shall become null and void immediately.

On September 1, 2013 and every three months thereafter, representatives of the Union and the Association shall meet and confer with respect to the operation of the Program, including such things as the jobs targeted for market recovery and the financial status of the Program.

APPENDIX A
Necessary Hand Tools

The following is a list of tools that shall be necessary and required of all sheet metal journeymen and apprentices.

Chisels
Combination Square with Level
Dividers (as required),
Dolly Bar
Drift Pins,
Hack-saw Frame
Hammers (Tinnerns),
Pliers,
Punches
 1. Center
 2. Prick
 3. Whitney (Small)
Rivet Sets Rule - One Six-Foot Folding
Scratch Awl
Screw Drivers (as required)
Snips
 1. Aviation - Right and Left
 2. Straight
Tongs
Vice Grips
Wrench - Crescent or Open End

APPENDIX B
Exterior Sheet Metal Work

Exterior sheet metal work includes, but is not limited to the following items:

Building, Metal Bins, Storage Canopies, Metal - including all metal trim Copings, Extruded, Metal over wood Cornerstone Boxes, Metal Cornices, Metal - Extruded, formed, metal lining over wood Curtain Walls, Metal Canvas Roof Decking Downspouts, Exterior - including conductor heads, fasteners, ornament bands, elbows, strainer Expansion Joints, Metal Fascia, Roof Edgings, Metal Flashings, Metal - Base, cap throughwall, spandrel, monitor sash, water table, cornice, termite shields Gutters, Metal - Roof drainage, floor drainage, condensation, etc. Gravel Stops, Metal - in connection with built-up roofing Lagging, Metal - For pipes, boilers, tanks Lead Linings - Floors, walls, etc. Linings, Metal - For floors, counters, windows, radiator recesses, bread drawers, bins Louvers, Metal - Metal over wood, extruded Letters, Metal - For identification Marquees, Metal - including all metal trim Painting, Prime coat in shop or field Panels, Wall, Porcelain - For store fronts below second story Plastic domes, light

admission - including frames and bases
Ridges, Metal - For slate, composition, tile roofing
Roofing, Metal - Flat seam, standing seam, batten
seam, metal shingles, V-crimped roofing,
corrugated
iron, protected metal
Roof Decking, Steel - Welding or clipped to joints
Scuttles, Metal - For roofs, lining cover wood
Scuppers, Metal - Overflow boxes
Siding, Metal - Locked seam, standing seam, batten
seam, metal shingles, formed metal siding
Signs, Metal
Skylights, Metal, Putty or puttyless, extruded plastic
domes
Snow Guards, Wire type or Rail type
Spires, Towers, Metal
Store Fronts, Metal and glass - including trim
Tile, Roofing - Metal
Ventilators, Spinner, Gravity, Power, Revolving
curbs and bases
Valleys, Metal - Open or closed type
Ventilators, Smoke or Stage
Windows, Hollow Metal, Extruded, All Metals

APPENDIX C
Interior Sheet Metal Work

Interior sheet metal work includes, but is not
limited to the following items:

Air Conditioning Systems or Air Handling Units with
or without Coils Acoustical Linings - For interior of
ducts, breechings, boiler, metal Bins, Metal
Breechings, Boiler, Metal Ceilings, Metal - With
cornice and trim, including acoustical Cement
Asbestos- For ducts, flues housing Chutes, Metal -
For packages, linen, etc. Collecting Systems - Fume,
waste, materials including fans, motors, filters,
grilles, etc. Dampers,
Fire and Temperature –
Automatic Diffusers, all types for Air conditioning -
(vs)* Doors, Metal - Metal Clad, thin clad labeled or
unlabeled, jamb linings, Kalamein
Duct Work, Metal or Substitute - mechanical
connected, welded, flanged, riveted -(vs)*
Dryers, Metal - Fabricated
Enclosures, Metal - Fin Tube (covers) for radiators,
conditioning units, etc., Fans, Ventilating - (vs)*
Fan Platforms
Flexible Connections, Metal - etc. (vs)*
Filters, Heating and Conditioning Systems (vs)*
Guards, Machine - Belt - (vs.)* Hoods, Metal -
Kitchen range, fume, etc., including fans and filters
(vs)*

Isolation Bases, Ventilating apparatus (vs)*
Lagging, Metal - For pipes, tanks, boilers
Lockers, Metal
Linings, Metal - Radiator recesses, bins, drawers,
tank
Oven, Drying
Partitions, Office, etc.
Partitions, Toilet
Process Piping - For breweries, pneumatic
conveying on cement plants, granaries, etc.
Shutters, Projection booth, complete with
hardware
Shelving, Metal
Smoke Pipe, Metal and substitute - For breeching,
gas vents, stacks
Spray Booths, complete with ventilation
Tanks, Metal
Underground air ducts of any type material
Vapor barrier in conjunction with all underground
air ducts
Vents - Hot water heaters, boilers, unit heaters,
warm air furnaces, incinerators
All cutting and patching in conjunction with all
work mentioned above, unless otherwise specified
Ventilating Systems - (vs)*
Ventilators, Smoke or Stage, Gravity, Power(vs)*
Warm Air Heating Systems - Complete including all
equipment such as furnaces, fans, blowers,
controls, filters, firing devices, registers, grilles,
duct work - (vs)*

Washers, Heating and conditioning systems

*(vs) Indicates these items should be included in the Sheet Metal Ventilating Systems specifications

APPENDIX D
MEMORANDUM OF UNDERSTANDING

During negotiations of the 1991 version of the SFUA, Article I was revised to add the underlined language to subparagraph (d) of that Article.

- (a) The preparation of all shop and field sketches whether manually drawn or computer assisted used in fabrication and erection, including those from original architectural and engineering drawings or sketches;

It is the understanding of the parties that this change is intended to reflect the existing situation in the industry.

S/Edward J. Carlough Chairman SMART Labor Committee
s/Charles D. Corbett Chairman SMACNA Labor

Committee

Resolution 78

Effective June 1, 2013-May 31, 2016

This is being provided under the authority of SMART Resolution No. 78 for the duration of the Collective Bargaining Agreement negotiated between SMART Local No. 24 (Dayton Area) (Union) and the Sheet Metal and Roofing Contractors Association of the Miami Valley, Ohio (Employer).

Market Recovery Counties

Section 1. The Journeyman Rate of Pay for all bargaining unit field work will be 90% of the Basic Hourly Journeyman Wage Rate; and 100% of the Journeyman Fringe Benefit Contribution Rate in the following counties:

Van Wert; Wyandot, Hardin, Logan and Champaign.

School Projects

Section 1. On all K-12 and Joint Vocational School projects that do not include Davis-Bacon, State, Municipal, or Project Agreement Prevailing Wage Requirements can use a project ratio of one

(1) Journeyman to three (3) of any other classification (Pre-Apprentice, Apprentice, Architectural Journeyman, Residential Journeyman, or Classified Worker). The ratio on these projects will not apply to the shop ratios of any of these classifications.

Project Ratios

Section 1. On all projects that do not include Davis-Bacon, State, Municipal or Project Agreement Prevailing Wage Requirements can use a ratio of two (2) Journeymen to (2) of any other classification (Pre-Apprentice, Apprentice, Architectural Journeyman, Residential Journeyman, or Classified Worker). The ratio of these projects will not apply to the shop ratio of any of these classifications.

SMART Local 24 (DAYTON AREA)

AND

SHEET METAL & ROOFING CONTRACTORS
ASSOCIATION OF THE MIAMI VALLEY, OHIO

MARKET RECOVERY LETTER OF UNDERSTANDING

June 1, 2013 – May 31, 2016

This Letter of understanding is considered a part of the Standard Form of Agreement negotiated between the parties.

FLEX HOURS

The Employer can work up to ten (10) hours per day-no more than four (4) days a week, Monday through Friday at the straight time of pay. A Time and One-Half Overtime rate will be paid after forty (40) hours duration per week or ten (10) hours worked in any one day. This is to be used for employees that are employed on a "full time" being defined as working previously for the Employer

forty (40) hours in a work week. This is to be used on a voluntary basis between the Employee and the Employer; with the Employee receiving twelve (12) hours prior notice to the job commencing, from the Employer. The Employer shall receive a twelve (12) hour notice from the Employee to take time off during the regular work day. If the employee does not give the 12 hour notice, he will not be eligible for any overtime premium that might result due to time taken off in that work week.

MARKET RECOVERY JOURNEYMAN

A Market Recovery Journeyman (MRJ) classification is to be established. The MRJ Basic Hourly Wage is to be eighty-five percent (85%) of the Building Trades Journeyman (BTJ) Basic Hourly Wage (shown as Attachment One to this Letter of Understanding). The MRJ fringe benefit package will be the same as the BTJ fringe benefit package, except SASMI will be calculated as per its formula.

This classification is for BTJ's that voluntary agreed to work under the MRJ classification.

MRJ's can be used on any work at any time. MRJ's are not limited to a project by project bases. MRJ's can be used in lieu of any classification as defined by the Standard form of Agreement; Addendums; or Resolution No. 78.

The Union will establish a hiring list of individuals that have voluntarily agreed to be referred out under the MRJ classification. Employers can offer MRJ positions to current BTJ Employees in lieu of a lay-off, rather than requesting referrals from the MRJ hiring list to fill those positions. When an Employer does make a request from the MRJ referral list, the following rules will be followed:

- a. No Member on the MRJ list shall be permitted to solicit a job from an Employer.
- b. No Employer will be permitted to seek a Member for his employ as a MRJ (except for BTJ members that are currently working for the Employer)
- c. The MRJ list will be operated in numerical order in accordance with the requirements of the jobs available.
- d. Whenever a Member is laid-off by an Employer, he may be recalled by the Employer as a MRJ, provided it is within thirty (30) days (Saturdays and Sundays included) of the lay-off.

If the Employer has bid a project using the MRJ

classification, and MRJ's are not available at the time the work on that project is to commence, the Union has agreed that the Business Manager will use Resolutions No. 78 in order to meet the labor cost requirements of the job.

THE SHEET METAL & ROOFING CONTRACTORS' ASSOCIATION
OF THE MIAMI VALLEY, OHIO

Date

Signature

By signing here has chosen to accept the provisions of Article X, Section 8 that gives the National Joint Adjustment Board authority to resolve any controversy or disputes arising out of the failure of the parties to negotiate a renewal of this Agreement. This provision is applicable to any firm whether they are a member of the multi-employer bargaining group or if they have maintained their bargaining rights as an independent.

SMART
LOCAL UNION NO. 24 (DAYTON AREA)

DATE

Signature

By signing here has chosen to decline the provisions of Article X; Section 8 that gives the National Joint Adjustment Board authority to resolve any controversy or disputes arising out of the failure of the parties to negotiate a renewal of this Agreement. This provision is applicable to any firm whether they are a member of the multi-employer bargaining group or if they have maintained their bargaining rights as an independent.

Signature and Date

**SMART
LOCAL UNION NO. 24
(DAYTON AREA)**

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