

AGREEMENT BETWEEN

**SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION
LOCAL NO. 100
SUITLAND, MARYLAND**

AND

**SHEET METAL & AIR CONDITIONING CONTRACTORS NATIONAL ASSOCIATION
MID-ATLANTIC CHAPTER**

FOR THE BALTIMORE, MARYLAND AREA

EFFECTIVE:

JULY 1, 2011 THROUGH JUNE 30, 2015

TABLE OF CONTENTS

STANDARD FORM OF UNION AGREEMENT:

Article/Paragraph No.	Page No.
1. CONDITIONS OF EMPLOYMENT	1
2. SUBCONTRACTING WORK	1
3. WORK ASSIGNMENT	2
4. FURNISHING EMPLOYEES	2
5. MEMBERSHIP REQUIREMENT	2
6. WORKING DAY AND WORKING WEEK	3
7. TRANSPORTATION INSIDE AND OUTSIDE LIMITS	4
8. GENERAL CONDITIONS	4
9. TOOLS AND TRANSPORTATION OF TOOLS	6
10. GRIEVANCES	7
11. JOINT APPRENTICESHIP COMMITTEE	10
12. LOCAL 100 AGREEMENTS AND FUNDS	12
13. HOLIDAYS	12
14. ACCESS TO SHOPS AND JOBS	13
15. AGREEMENT BETWEEN THE PARTIES	14
16. DUES CHECKOFF	14
17. DUES CHECKOFFS IN OTHER AREAS OF LOCAL 100	15
18. NONDISCRIMINATION CLAUSE`	16
19. QUALIFYING OF SHEET METAL WORKERS	16
20. MILEAGE	16
21. STARTING AND QUITTING TIME	17
22. DISTRIBUTION OF WAGE INCREASES	17
23. APPRENTICE AND JOURNEYMEN TRAINING FUND	17
24. INTERNATIONAL TRAINING INSTITUTE, (ITI) NATIONAL ENERGY MANAGEMENT INSTITUTE, (NEMI), SHEET METAL OCCUPATIONAL HEALTH INSTITUTE TRUST (SMOHIT), AND THE SMWIA SCHOLARSHIP FUND	18
25. NATIONAL PENSION FUND	19
26. SANITARY FACILITIES	19
27. SHOP STEWARDS	19
28. SHIFT WORK	20
29. FORTY HOUR FUND CONTRIBUTIONS	21
30. SHOWUP PAY	21
31. SAFETY	21
32. OVERTIME WORK ASSIGNMENT	22
33. BALANCING	23
34. WORK PRESERVATION	23
35. RULE OF AGE	23
36. SKETCHING AND DRAFTING	24

37.	TWO HOUR SHUTDOWN FOR ELECTION	24
38.	COMPANY SHED OR BOX.....	24
39.	CHANGE IN ASSIGNMENT OF WORK	24
40.	PICKET LINES.....	25
41.	REPORTING JOB AND LOCATION.....	25
42.	TEMPORARY OPERATION OF FAN EQUIPMENT	25
43.	DUAL SHOPS.....	26
44.	EMPLOYER AGENTS	26
45.	SUBCONTRACTING AND FABRICATION.....	27
46.	EXPLOSIVE EQUIPMENT	27
47.	WORKERS' COMPENSATION INSURANCE AND INJURY	28
48.	MUTUAL COOPERATION IN OBTAINING SHEET METAL WORK.....	28
49.	TAX COMPUTATION	29
50.	SPECIALTY SHEET METAL WORK	29
51.	AGREEMENT FOR VOLUNTARY RECOGNITION.....	30
52.	SAVINGS CLAUSE.....	31
53.	LABOR-MANAGEMENT COMMITTEE	31
54.	EFFECTIVE DATE AND TERMINATION OF CONTRACT.....	32

ADDENDUM:

1.	JURISDICTIONAL AREA.....	35
2.	WAGE RATES.....	35
3.	TRAVEL RATES	47
4.	FOREMEN.....	47
5.	PAYMENT OF WAGES	48
6.	DECLARATION OF TRUSTS, HEALTH & WELFARE, ANNUITY, APPRENTICE AND EDUCATION FUNDS	49
7.	HEALTH AND WELFARE FUND.....	49
8.	PENSION FUND.....	50
9.	APPRENTICE & EDUCATION FUND.....	50
10.	VACATION TRUST FUND.....	50
11.	ANNUITY FUND	51
12.	PAYMENT OF FUNDS	51
13.	DUES CHECKOFF	54
14.	SHIPYARD WORK	55
15.	WORK JURISDICTIONS	55
16.	LAY OFF PROCEDURE	55
17.	STANDARD CONCESSIONS.....	56
18.	BALANCING	57
19.	HEALTH AND SAFETY	58
20.	SMW LOCAL 100 SCHOLARSHIP FUND.....	58
21.	SMACNA FUND.....	58

INDEX

**THE USE OF PERSONAL PRONOUNS OF THE MALE GENDER IS FOR
GRAMMATICAL PURPOSES ONLY AND THE CONTRACT EQUALLY APPLIES TO
PERSONS OF EITHER GENDER.**

STANDARD FORM OF UNION AGREEMENT
Sheet Metal, Roofing, Ventilating and Air Conditioning Contracting Divisions of
the Construction Industry

Agreement entered into this 1st day of July 2011 between SMACNA Mid-Atlantic Chapter, Greenbelt, Maryland, hereinafter referred to as the "Chapter", and Local Union No. 100 of Sheet Metal Workers' International Association, hereinafter referred to as the "Union". The Chapter and the Union acknowledge that the terms "Employer" and "Contractor", as used throughout this Agreement, refer to the individual contractors who sign and/or are otherwise bound to comply with the terms of this Agreement, as provided in Article 54, Sections 2 and 3 hereof. The geographical scope of this Agreement is the Baltimore, Maryland metro-pol-i-tan area, including [list the specific counties in which the CBA is meant to apply].

ARTICLE 1
CONDITIONS OF EMPLOYMENT

SECTION 1. This agreement covers the rates of pay and conditions of employment of all employees of the Employer engaged in, but not limited to, the (a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or nonferrous metal work and all other materials used in lieu thereof, and of all air-veyor systems and air-handling systems regardless of materials 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 used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches, (e) all labor in connection with energy auditing and retrofitting, and; (f) all other work included in the jurisdictional claims of Sheet Metal Workers' International Association.

SECTION 2. This Agreement covers the rates of pay and conditions of employment of all employees paid directly by the Employer engaged in construction work. This section does not apply to those employees of the Employer that are covered under a separate bargaining agreement.

ARTICLE 2
SUBCONTRACTING WORK

SECTION 1. No Employer shall subcontract or assign any of the work described herein, which is to be performed at a job site, to any contractor, subcontractor or other person or party who fails to agree in writing to comply with the conditions of employment contained herein, including, without limitations, those relating to union security, rates of

pay and working conditions, hiring and other matters covered hereby for the duration of the project.

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

SECTION 3. If an Employer subcontracts any work described in this Agreement, he shall notify the Local Union who that subcontractor is.

ARTICLE 3 WORK ASSIGNMENT

SECTION 1. The Employer agrees that none but journeymen, apprentice and classified/specialty sheet metal workers shall be employed on any work described in Article 1, and/or elsewhere in this Agreement.

SECTION 2. And, further, for the purpose of proving jurisdiction, the Employer agrees to provide the Union with written evidence of assignment on the Employer's letterhead for all items of work to be performed at a job site prior to commencement of work at the site.

SECTION 3. And, further, for the purpose of providing the letters of assignment, the Local will provide a form to be used on the Employer's letterhead (also see Article 41).

ARTICLE 4 FURNISHING EMPLOYEES

SECTION 1. The Union agrees to furnish upon request by the Employer, within a reasonable amount of time, duly qualified journeymen, apprentice and classified/specialty 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 5 MEMBERSHIP REQUIREMENT

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 1 of this Agreement, within eight (8) days following the beginning of such employment or the effective date of this Agreement, whichever is the later, provided the Employer has reasonable ground for believing that membership is available to such employees on the same terms and conditions generally applicable to other members,

and that membership is not denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership.

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

ARTICLE 6 WORKING DAY AND WORKING WEEK

SECTION 1. The regular working day shall consist of eight (8) hours labor in the shop or on the job site between 6:00 a.m. and 4:00 p.m. There shall be a one-half (1/2) hour mandatory lunch break midway through the shift. There shall be a ten (10) minute coffee break between starting time and lunch time. The Union and Employer, by written agreement, may change the established work day to provide greater flexibility.

SECTION 2. The regular work week shall start on Monday and end on Sunday at midnight. The regular work week shall consist of five (5) consecutive eight (8) hour days in the shop or on the job beginning on Monday. Exceptions in the regular work week will be made for sheet metal workers that are penalized by weather. When weather is a factor, sheet metal workers may, at their option, work make-up days beyond the regular work week to equal forty (40) hours at regular pay. No one shall be sent to a job where make-up days are being performed unless all workmen on the job have first been offered the make-up day.

SECTION 3. Architectural and roofing sheet metal workers shall be permitted to work on roofing and architectural jobs, at the job site only, starting at 5:30 a.m. during the months of May through September. The Local Union shall be notified when the starting time change occurs.

SECTION 4. All full-time and part-time labor performed during the hours described in Sections 1,2 and 3 of this Article shall be recognized as regular working hours and paid for at the regular hourly rate with the exception of shift work as provided for elsewhere in this Agreement.

SECTION 5. All work performed outside of the established work day shall be at one and one-half (1 1/2) times the hourly rate, with the exception that all work performed on Sundays and holidays shall be at two (2) times the hourly rate.

SECTION 6. If a member must take a drug test on his own time prior to being hired on , he shall be paid two (2) hours provided his test results are negative.

ARTICLE 7 TRANSPORTATION INSIDE AND OUTSIDE LIMITS

SECTION 1. When employed in a shop or on a job within the limit(s) of (See Addendum, Paragraph 1) 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 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 as quitting time. As an alternative to the foregoing method, travel expenses may be paid by a zone or other method of payment. If this alternative method is used, it will be as provided in the Addendum (See Paragraph 3, Travel Rates) attached hereto.

ARTICLE 8 GENERAL CONDITIONS

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

SECTION 2. On all work specified in Article 1 of this Agreement, fabricated and/or assembled by journeymen sheet metal workers, apprentices, and/or classified/specialty workers within the jurisdiction of this Union, or elsewhere, for erection and/or installation within the jurisdiction of any other local union affiliated with Sheet Metal Workers' International Association, whose established wage scale is higher than the wage scale specified in this Agreement, the higher wage scale of the 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 2 and Section 1 of Article 3, shall not be applicable to the manufacture of 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 locality
6. Mixing (attenuation) boxes
7. Plastic skylights
8. Air diffusers, grilles, registers
9. Sound attenuators
10. Chutes
11. Double wall panel plenums
12. Angle rings

SECTION 4. The provisions of Section 2 of this Article shall not be applicable to AIR POLLUTION CONTROL SYSTEMS fabricated for the purpose of removing air pollutants, excluding air conditioning, heating and ventilating systems. In addition, the provisions of Section 2 of this Article will not be applicable to the manufacture of spiral pipe and fittings for high pressure systems.

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

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

SECTION 7. In applying the provisions of Section 2, 5 and 6 of this Article 8, 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.

SECTION 9. 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 1 of this Agreement.

SECTION 10. On all jobs worth over \$100,000 that are being performed by signatory contractors within the jurisdictional area of the Baltimore Office of Local 100 (see Baltimore Area Addendum #1), all foremen must be union members within the Baltimore Office's jurisdiction.

ARTICLE 9 TOOLS AND TRANSPORTATION OF TOOLS

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

SECTION 2. Journeymen, apprentice and classified/specialty 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.

SECTION 3. The Union will allow a member at his/her option to transport in his/her personal vehicle the following tools: pistol grip electric drill, extension cord, electric hammer, Whitney punch, soldering irons or air balance equipment (Including Flow Hoods and Ladders) assigned by his Employer. Any employee may refuse to transport such tools belonging to the Employer in his personal car and shall not be subject to any disciplinary action, retaliation or discharge for such refusal. If a charge is made that an Employer has taken retaliation against an employee as a result of a disagreement about the transportation of tools, the charge shall be referred to the Joint Labor Committee which shall meet with-in forty-eight (48) hours to consider the merits of the charge. If the Joint Labor Committee finds that the charge is substantiated, the Union shall have the right to instruct all employees of the Employer to refuse to transport any tools, except personal tools, in their personal automobiles. When Employers furnish a car, station wagon or pickup truck to an employee for personal use and travel, said vehicle may be used to transport tools and materials.

ARTICLE 10 GRIEVANCES

SECTION 1. Grievance of the Employer of 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. An employer may have the Sheet Metal Contractors Association present to act as his representative.

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 (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 having jurisdiction over the parties, and such Board shall meet promptly on a date mutually agreeable to the member 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, to render a final and binding determination, except as provided in Section 3 and 5 of this Article. The board shall consist of an equal number or representatives of the Union and SMACNA Mid-Atlantic Chapter and both sides shall cast an equal number of votes at each meeting. The local Employer's Association, on its own initiative, may submit grievances for determination by the Board as provided in this Section.

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 General President of Sheet Metal Workers' International Association and one (1) representative appointed by the Chairman of the Labor Relations Committee of Sheet Metal and Air Conditioning Contractors' National Association, Inc. Appeals on behalf of employees shall be mailed to the General Secretary Treasurer of the Sheet Metal Workers' International Association and those on behalf of an Employer mailed to the Secretary of the Labor Committee of the Sheet Metal and Air Conditioning Contractors' National Association, Inc. Joint appeals shall be made to the Secretaries of both Associations. Notice of appeal to the Panel shall be given within thirty (30) days after termination of the procedures prescribed in Section 2 of this Article. Such panel shall meet promptly, but in no event more than fourteen (14) calendar days following receipt of such appeal, unless such time is extended by mutual agreement of the Panel members. Except in case of deadlock, the decision of the Panel shall be final and binding.

Notwithstanding the provisions of Paragraph 1 of this Section, an Employer who was not a party to the labor agreement of the area in which the work in dispute is performed

may appeal the decision of the local Joint Adjustment Board, including a unanimous decision, and request a Panel hearing as set forth in Section 3 of this Article, providing such appeal is approved by both the Chairman of the Labor Relations Committee of Sheet Metal and Air Conditioning Contractors' National Association, Inc. and by the General President of Sheet Metal Workers' International Association.

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, as established by the Sheet Metal Workers' International Association and the Sheet Metal and Air Conditioning Contractors' National Association, Inc. Submission shall be made and decisions rendered under such procedures as may be prescribed by such Board, from time to time, and mutually approved by the parties creating it. Copies of the procedures shall be available from, and submission of grievances may be made to, either the General Secretary-Treasurer of Sheet Metal Workers' International Association or the Secretary of the Labor committee of the Sheet Metal and Air Conditioning Contractors' National Association, Inc. Submissions on appeal to the National Joint Adjustment Board shall be made within thirty (30) days after termination of the procedures prescribed in Section 3 of this Article.

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 and, if it is believed warranted, to direct that the involved agreement and any other agreement or agreements between the Employer and any other local union affiliated with the Sheet Metal Workers' International Association be canceled, provided, however, that any decision of a Local Joint Adjustment Board or Panel directing cancellation of an agreement or agreements shall be automatically reviewed by the National Joint Adjustment Board, and such a cancellation shall not be effective unless the order is affirmed by an order from the National Board.

SECTION 6. In the event any party fails or refuses to comply with any decision of a Local Joint Adjustment Board or Panel, without appeal, or any decision of the National Joint Adjustment Board, with thirty (30) days after notice thereof, a Local Joint Adjustment Board, Panel, or any party to the dispute may, in addition to any other legal remedies which may be available to the parties, request the National Joint Adjustment Board to cancel the involved agreement and any other agreements between the involved employer and the other local unions affiliated with the Sheet Metal Workers' International Association. Unless otherwise decided by unanimous vote, the National Joint Adjustment Board shall cancel such agreements if it finds the involved party to be in noncompliance with the decision in question. Requests for the Board's services shall be made in the same manner and in the same form as other appeals to the National Joint Adjustment Board, and the procedure followed shall be the same except that any intermediate steps shall be omitted and the requests made directly to the National Joint Adjustment Board.

SECTION 7. Failure to exercise the right of appeal at any step thereof within the time limit provided therefore shall void any right of appeal applicable to the facts and

remedies of the grievances involved. There shall be no cessation of work by strike or lockout during the pendency of the procedures provided for in this Article. Except in case of deadlock, the decision of the National Joint Adjustment Board shall be final and binding.

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

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

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

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

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

(b). Any application to the National Joint Adjustment Board shall be upon forms prepared for that purpose subject to any changes which may be decided by the Board from time to time. The representatives of the parties who appear at the hearing will be

given the opportunity to present oral argument and to answer any questions raised by members of the Board. Any briefs filed by either party including copies of pertinent exhibits shall also be exchanged between the parties and filed with the National Joint Adjustment Board at least twenty-four (24) hours in advance of the hearing.

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

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

ARTICLE 11 JOINT APPRENTICESHIP COMMITTEE

SECTION 1. All duly qualified apprentices shall be under the supervision and control of a Joint Apprenticeship committee. The Joint Apprenticeship Committee shall be under the supervision and control of the trustees of the Joint Apprenticeship Fund and shall be composed of six (6) members who shall be appointed by the Apprenticeship Fund Trustees. Three (3) of the members shall be selected as representatives of the Employers and three (3) of the Employees. The trustees of the Joint Apprenticeship Fund shall have authority to replace members of the Joint Apprenticeship Committee and to fill vacancies on the Joint Apprenticeship Committee.

SECTION 2. Said Joint Apprenticeship 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 or written policies established by the trustees of the Joint Apprenticeship Fund. Said rules and regulations shall govern among other things eligibility, registration, education, transfer, wages, hours, working hours of duly qualified apprentices, and the operation of an adequate apprenticeship 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. 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 reasonable opportunity to secure proper technical and practical education experience in the trade under the supervision of the Joint Apprenticeship Committee.

SECTION 3. It is hereby agreed that the Employer may apply to the Joint apprenticeship Committee and the Joint Apprenticeship Committee shall grant apprentices on the basis of one (1) apprentice for each three (3) journeymen. The Employer agrees to indemnify and hold harmless the Joint Apprenticeship Committee

and its members, and the Joint Apprenticeship Fund and its trustees from any all liability arising out of the Employer's actions or inactions with respect to apprentices employed by the Employer.

SECTION 4. All applicants for apprenticeships shall be eighteen (18) years of age or older, and each apprentice shall serve an apprenticeship of four (4) years, and such apprentice shall not be put 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. Provided, however, that any individual who has started working for an employer signatory to this agreement, prior to applying for apprenticeship, shall work at least 12 months or 2,000 hours, for an employer signatory to this agreement, before such application will be processed. Credit hours will be recorded to apply towards "On the Job Training" requirement with a maximum 2,000 hours credit.

SECTION 5. A graduated wage scale for apprentices shall be established and maintained on a percentage basis of the established wage of journeymen sheet metal workers (see addendum for percentages).

SECTION 6. The Employer shall not place more than one (1) apprentice to each journeyman on any job site.

SECTION 7. Should it become necessary to lay off apprentices, they shall be laid off with the approval of the Joint Apprenticeship Training Committee.

SECTION 8. Apprentices shall have preference over classified/specialty sheet metal workers in all matters of work assignment pertaining to skill involved to perform a task.

SECTION 9. The first and second year apprentice may be required to work six (6) months for a Contractor doing other than H.V.A.C. work, if possible.

SECTION 10. It is the understanding of the parties to this agreement that the funds contributed by signatory Employers to the fund 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 fund and local JATC. Therefore, the trustees of the fund and the 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 cost of training, if the individual goes to work for a non-signatory employee in the sheet metal industry.

The cost of training shall include the reasonable value of all fund 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 fund materials and programs.

ARTICLE 12 LOCAL 100 AGREEMENTS AND FUNDS

SECTION 1. Employers having work within the jurisdiction of Local 100 covered by another collective bargaining agreement shall be subject to all of the provisions of the agreement and trust agreements.

SECTION 2. The Employer and the Union hereby accept as Employer trustees and Union trustees the present Employer trustees and Union trustees appointed under said Trust Agreements, and all such succeeding Employer trustees and Union trustees that shall have been or will be appointed in accordance with the terms of the Trust Agreements.

SECTION 3. The Union and the Employer agree to be bound by and hereby assent to all of the terms of the Trust Agreement as amended, and all rules and regulations heretofore and hereafter adopted by the trustees of the Funds, and all of the action of the trustees in administering such Trust Funds in accordance with the Trust Agreements and rules adopted.

SECTION 4. The Employer shall contribute the amount specified in the current collective bargaining agreements, or as may be amended, and all extensions and renewals thereof, and shall make payment to the trustees in accordance with the terms of the then current or amended collective bargaining agreement(s) and/or Trust Agreements.

ARTICLE 13 HOLIDAYS

SECTION 1. The following holidays shall be observed and shall be celebrated on:

HOLIDAYS 2011

INDEPENDENCE DAY	Monday, July 4, 2011
LABOR DAY	Monday, September 5, 2011
VETERANS DAY	Friday, November 11, 2011
THANKSGIVING	Thursday, November 24, 2011
THE DAY AFTER THANKSGIVING	Friday, November 25, 2011
CHRISTMAS (December 25th is on Sunday in 2011)	Monday, December 26, 2011

HOLIDAYS 2012

NEW YEAR'S DAY (January 1st is on Sunday in 2012)	Monday, January 2, 2012
MARTIN LUTHER KING, JR. BIRTHDAY	Monday, January 16, 2012
MEMORIAL DAY	Monday, May 28, 2012
INDEPENDENCE DAY	Wednesday, July 4, 2012
LABOR DAY	Monday, September 3, 2012
VETERAN'S DAY (Nov. 11th is on Sunday in 2012)	Monday, November 12, 2012
THANKSGIVING DAY	Thursday, November 22, 2012
THE DAY AFTER THANKSGIVING DAY	Friday, November 23, 2012
CHRISTMAS	Tuesday, December 25, 2012

HOLIDAYS 2013

NEW YEARS DAY	Tuesday, January 1, 2013
MARTIN LUTHER KING, JR. BIRTHDAY	Monday, January 21, 2013
MEMORIAL DAY	Monday, May 27, 2013
INDEPENDENCE DAY	Thursday, July 4, 2013
LABOR DAY	Monday, September 2, 2013
VETERAN'S DAY	Monday, November 11, 2013
THANKSGIVING DAY	Thursday, November 28, 2013
THE DAY AFTER THANKSGIVING DAY	Friday, November 29, 2013
CHRISTMAS	Wednesday, December 25, 2013

HOLIDAYS 2014

NEW YEARS DAY	Wednesday, January 1, 2014
MARTIN LUTHER KING, JR. BIRTHDAY	Monday, January 20, 2014
MEMORIAL DAY	Monday, May 26, 2014
INDEPENDENCE DAY	Friday, July 4, 2014
LABOR DAY	Monday, September 1, 2014
VETERAN'S DAY	Tuesday, November 11, 2014
THANKSGIVING DAY	Thursday, November 27, 2014
THE DAY AFTER THANKSGIVING DAY	Friday, November 28, 2014
CHRISTMAS	Thursday, December 25, 2014

HOLIDAYS 2015

NEW YEARS DAY	Thursday, January 1, 2015
MARTIN LUTHER KING, JR. BIRTHDAY	Monday, January 19, 2015
MEMORIAL DAY	Monday, May 25, 2015

SECTION 2. All Sundays shall be considered holidays.

SECTION 3. All work performed on holidays shall be at two (2) times the regular hourly rate of pay.

**ARTICLE 14
ACCESS TO SHOPS AND JOBS**

SECTION 1. It is agreed that the business manager of Local 100 or his duly authorized representatives shall have access to any shop or job site where union employees covered by this Agreement are employed or shall be employed. It is further agreed that the business manager or his representatives shall have access to any Employer's office, shop or job site, where members are working, to assure that all of the terms and conditions of this Agreement are being adhered to.

SECTION 2. The business manager or his representatives would adhere to all safety regulations required in the shop and on the job.

ARTICLE 15
AGREEMENT BETWEEN THE PARTIES

SECTION 1. The parties hereto agree that this Standard Form of Union Agreement and the Addendum or Addenda, and all other Agreements within the jurisdiction of Local 100 shall constitute the Agreement between the parties.

ARTICLE 16
DUES CHECK OFF

SECTION 1. In accordance with other terms of an individual and voluntary written authorization for check off of membership dues and assessments, in a form agreed upon by the parties thereto and permitted by the provisions of Section 302(c) of the Labor Management Relations Act as amended, the Employer agrees to deduct from the wages of each employee covered by this Agreement, who signed said authorization, the amounts established by the Local Union. Such contributions shall be made upon all hours worked or compensated for by each journeyman, apprentice and classified/specialty worker employee covered by this Agreement.

The Employer shall furnish the financial secretary a monthly record of all hours worked for building trade journeymen, apprentice and classified/specialty sheet metal workers. The report shall indicate the amount of deductions made on behalf of the individual employee. All checks should be made payable to the Sheet Metal Worker's Local Union No. 100 General Fund. It is agreed that the payments be made in accordance with the Addendum of this Agreement.

It is agreed that the assessments contained herein are a requirement of acquiring union membership. The members not authorizing check off are required to individually pay money due to the Local Union. It is agreed that the dues check off be in accordance with Article 5 of the present Agreement. The written deduction authorization shall be made in the following form:

"I hereby assign to Local Union No. 100 of the Sheet Metal Workers' International Association, AFL-CIO, any dues, including initiation, and monthly assessments in such sums as may be established from time to time by said Local Union in accordance with the Constitution of Sheet Metal Workers' International Association. I authorize and direct the Employer to deduct amounts from my pay and to remit same to the Union at such times and in such manner as may be agreed upon between the Employer and the Union at any time while this authorization is in effect."

This assignment, authorization and direction shall be irrevocable for a period of one (1) year from date of delivery hereof to you, or until the termination of the Collective Bargaining Agreement between the Company and the Union which is in force at the time of delivery of this authorization, whichever occurs sooner, and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year or for the period of each succeeding applicable agreement between the Company and the Union whichever shall be shorter, unless written notice is give by me to the Company and the Union not more than five (5) days, and not less than three (3) days prior to the expiration of each period of one (1) year, or of each applicable Collective Bargaining Agreement between the Company and the Union whichever occurs sooner.

“This authorization is made pursuant to the provisions of Sections 301 (c) of the Labor-Management Relations Act of 1947 as amended.”

(SIGNATURE OF EMPLOYEE HERE)

(TYPE OR PRINT NAME OF EMPLOYEE)

(DATE OF SIGNING)

(ADDRESS OF EMPLOYEE)

(CITY)

(STATE)

(ZIP)

ARTICLE 17
DUES CHECK OFFS IN OTHER AREAS OF LOCAL 100

SECTION 1. Employers employing Local 100 members or apprentices that work under dues check off systems shall comply with the terms of that dues check off system, and deduct monies due and make payment required by said check off system.

**ARTICLE 18
NONDISCRIMINATION CLAUSE**

SECTION 1. The parties to this Agreement agree not to discriminate in regard to hire, tenure, promotion, or any other terms, or conditions of employment against any individual on the basis of race, color, religion, sex, age, national origin, or marital status.

SECTION 2. The use of personal pronouns of the male gender is for grammatical purposes only and the contract equally applies to persons of either gender.

**ARTICLE 19
QUALIFYING OF SHEET METAL WORKERS**

SECTION 1. The Union shall determine the qualifications of all persons applying for membership as journeymen sheet metal workers within the jurisdiction covered by this Agreement.

SECTION 2. In the event an applicant fails to qualify as a journeyman sheet metal worker, he/she may reapply after a one (1) year waiting period.

**ARTICLE 20
MILEAGE**

SECTION 1. In addition to Article 7 mileage shall be paid to journeymen, apprentices, and/or classified/specialty workers for driving personal cars during working hours, from shop to job, job to shop, or job to job, for man and personal tools only based on the current Internal Revenue Service standard mileage rates for business..

SECTION 2. When a mechanic, apprentice, and/or classified/specialty worker is transferred to a job during working hours where it is necessary for him to pay the parking expense, the Employer is to reimburse him for this parking fee.

**ARTICLE 21
STARTING AND QUITTING TIME**

SECTION 1. Employees shall be at the shop or project at scheduled starting time each day and shall remain until quitting time, at a place designated by the Employer.

ARTICLE 22
DISTRIBUTION OF WAGE INCREASES

SECTION 1. For the duration of this Agreement, any wage increases, as they become effective, shall be distributed to the various Funds and Trust Funds as determined by the membership.

SECTION 2. Pension contributions may not be reduced for the duration of this Agreement except by mutual consent.

ARTICLE 23
APPRENTICE AND JOURNEYMEN TRAINING FUND

SECTION 1. The Employer and Union jointly agree to maintain and operate through a Trust Agreement an Apprentice Trust Fund for Local 100 areas of Baltimore, Maryland and Washington, D.C.

SECTION 2. The purpose of the Trust Fund is for the education and training of Building Trades' apprentices and journeymen.

SECTION 3. The prescribed method and amounts of payments shall be made in accordance with the rules and regulations set forth elsewhere in this Agreement and Addendum.

SECTION 4. Contributions shall be made on all hours worked by each journeyman and apprentice covered by this Agreement.

SECTION 5. The Employer agrees to contribute to the Sheet Metal Local 100 Apprentice and Journeyman Training Fund for the education and training of Building Trades' apprentices and journeymen sheet metal workers.

SECTION 6. The contribution rate shall be established in the Addendum for the period indicated, except as may be changed by Article 22, in which event the Agreement will be amended and all parties notified.

ARTICLE 24
INTERNATIONAL TRAINING INSTITUTE (ITI)
NATIONAL ENERGY MANAGEMENT INSTITUTE (NEMI,)
SHEET METAL OCCUPATIONAL HEALTH INSTITUTE TRUST (SMOHIT), AND
SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION SCHOLARSHIP FUND

SECTION 1. The parties agree to be bound by the separate Agreements and Declaration of Trusts establishing the I.T.I. for the Sheet Metal and Air Conditioning Industry, and the National Energy Management Institute Committee, the Industry Fund of the United States, and the separate agreements and declarations of trusts of all other local or national programs in 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.

SECTION 2. The Employers will contribute to the I.T.I. for Sheet Metal and Air Conditioning Industry, twelve cents (\$.12) per hour for each hour worked by each journeyman, apprentice and classified/specialty worker employee of the Employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month, and shall be remitted as designated by the trustees of the fund, or for purposes of collection and transmittal through Sheet Metal Workers' National Benefit Funds.

SECTION 3. The Employer will contribute to the National Energy Management Institute Committee, a jointly administered Trust Fund, three cents (\$.03) per hour for each hour worked by each journeyman, apprentice and classified/specialty worker employee of the Employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month, and shall be remitted as designated by the trustees of the fund, or for purposes of collection and transmittal through Sheet Metal Workers' National Benefit Fund.

SECTION 4. The Employers will contribute, upon acceptance of the membership, per Article 22, to the Sheet Metal Workers' International Scholarship Fund, a jointly administered trust fund, \$NA per hour for each hour worked by each journeyman, apprentice and classified/specialty worker employee of the Employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month, and shall be remitted as designated by the trustees of the fund, or for the purposes of collection and transmittal through Sheet Metal Workers' National Benefit Funds.

SECTION 5. The Employers will contribute to the Sheet Metal Occupational Health Institute Trust two cents (\$.02) per hour for each hour worked by each journeyman, apprentice and classified/specialty worker employee of the Employer covered by this Agreement, until the Institute trustees determine that the Trust is financially self-sufficient. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the trustees of the trust, or for purposes of collection and transmittal through Sheet Metal Workers' National Benefit Funds.

**ARTICLE 25
NATIONAL PENSION FUND**

SECTION 1. The parties agree to be bound by the Agreement and Declaration of Trust establishing the National Pension Fund for the Sheet Metal and Air Conditioning Industry, and amendments hereto 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 Agreement. The Employer agrees to contribute to the Sheet Metal Workers' National Pension Fund according to terms and conditions of the Standard Form of Participation Agreement hereto and made part of this Agreement.

SECTION 2. The parties to this Agreement have adopted the National Pension Fund's Alternative Schedule as in effect when the Collective Bargaining Agreement is entered into and amended, as applicable. The Employer will contribute to the Sheet Metal Workers' National Pension Fund at the hourly contribution rates set forth in this Agreement, and in accordance with the Alternative Schedule and National Pension Fund's Trust Document. The Alternative Schedule and the National Pension Fund's Trust Document are incorporated into this Agreement and form a part of this Agreement. Required increases to the contribution rate shall be funded from the collectively bargained wage package. The Employer will pay its required monthly National Pension Fund contributions on or before the twentieth (20th) day of the month, after the month in which covered employment was performed.

**ARTICLE 26
SANITARY FACILITIES**

SECTION 1. In all shops Employers shall provide toilets, heat, proper lighting, and fresh chilled drinking water. At all job locations the Employer shall provide fresh drinking water. Between April 1, and October 31, the water shall be chilled or iced. Drinking cups shall be provided by the Employer. Cups and water shall be on the job at least one-half hour after starting time.

**ARTICLE 27
SHOP STEWARDS**

SECTION 1. Shop stewards shall be appointed in the shops and on the jobs by the business manager or his representative.

SECTION 2. No shop steward may be discharged for the performance of his duties as a shop steward.

SECTION 3. It shall be the duty of the shop steward to investigate and report to the business manager or his representatives and the Contractor's representatives any violation of this Agreement or the Constitution and Ritual of the Sheet Metal Workers'

International Association. Once the shop steward reports to the Union and the Employer, his duty shall be completed.

SECTION 4. The shop steward shall be the last man laid off or transferred other than the last foreman, unless it is mutually agreed between the Employer and the Union.

SECTION 5. It shall be the responsibility of the shop steward to determine that the men have an adequate supply of personal tools, and the shop steward shall be responsible for the inspection of these tools.

SECTION 6. If the shop or job works then the shop steward on that job or in that shop will be afforded the opportunity to work the same hours as the working foreman.

SECTION 7. The shop steward shall be first on the list for overtime on a rotation basis, except in emergency, provided, however, that the shop steward is fully qualified for the particular type of overtime work to be performed.

SECTION 8. When shop stewards are appointed the Local Union shall notify the Employer in whose shop or on whose job the steward is to work. Notification shall be in writing, and upon such notification the Employer shall have forth-eight (48) hours to show cause why the individual should not be appointed as shop steward. If sufficient cause is shown to the satisfaction of the Local, then another shop steward will be selected.

ARTICLE 28 SHIFT WORK

SECTION 1. Shift work may be initiated by the Employer, but once initiated must continue for a period of not less than one (1) week.

SECTION 2. When shift work becomes necessary the Employer shall notify the Local Union in writing of the starting and quitting times of all shifts forty-eight (48) hours in advance.

SECTION 3. When it becomes necessary for the employees to change shifts the Employer will attempt to make such changes over the weekend so that employees have sufficient time to become adjusted to their new hours.

SECTION 4. A thirty (30) minute lunch period shall be taken midway in the shift and an unpaid supper break will be allowed after their shift, if overtime is required.

SECTION 5. When overtime is involved on a shift the overtime rate of pay shall be calculated from the regular base rate of pay and not the additional fifteen percent (15%).

SECTION 6.

- A. The regular work day shall be considered the first shift and shall consist of eight and one-half (8 ½) hours, eight (8) hours at the regular rate of pay and one-half (1/2) hour as unpaid lunch period.
- B. When two (2) shifts are required the second shift shall begin at the end of the first shift and shall consist of eight and one-half (8 ½) hours, eight (8) hours at the regular rate of pay, plus fifteen percent (15%) and one-half (1/2) hour unpaid lunch period. This shall pertain to all employees working on the shifts.

- c. When three (3) shifts are required the first shift shall work eight (8) hours consisting of seven and one-half (7 ½) hours for eight (8) hours pay at the regular rate and one-half (1/2) hour as unpaid lunch period. The second and third shift shall work eight (8) hours consisting of seven and one-half (7 ½) hours, but shall be paid fifteen percent (15%) and one-half (1/2) hour unpaid lunch period. This shall pertain to all employees working on the shifts.

SECTION 7. Under no circumstances shall an overtime wage rate or premium greater than that specified in Section 6 be applied to shift work hours overlapping into a holiday or weekend from the prior day.

ARTICLE 29 FORTY HOUR FUND CONTRIBUTIONS

SECTION 1. Any member owning stock in any company that is in signed agreement with Local 100, that company shall pay fringe benefit contributions on each hour worked, but a minimum of forty (40) hours per week.

ARTICLE 30 SHOW-UP PAY

SECTION 1. 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.

SECTION 2. Once an employee reports to work and works two (2) hours, and is sent home, he shall receive a minimum of four (4) hours pay. If the employee works for four (4) hours and is sent home he shall receive eight (8) hours of pay.

SECTION 3. Sections 1 and 2 of this Article shall not apply under conditions over which the Employer has no control. A member will be reimbursed for parking expenses incurred with a receipt.

ARTICLE 31 SAFETY

SECTION 1. The Employer and the employee must abide by the safety regulations in the area where they are working.

SECTION 2. Hard hats will be worn on all jobs. Each individual will be responsible for his hard hat. Safety goggles will be worn where required.

SECTION 3. Inasmuch as the foreman represents the Employer in assigning work, it shall be the responsibility of the job foreman to see that safety regulations are complied with.

SECTION 4. If an Employer is cited for a violation by OSHA or any other governmental authority pertaining to an employee who has violated safety regulations over which he has control, then the violation will be immediately reported by the shop steward, foreman or Employer to Local Union 100 for disciplinary action.

If the employee is found guilty by the Local Union for violating safety regulations for which he had control over, the Local Union may fine said employee the amount of the fine the Employer was assessed. This shall be paid to the Apprentice Trust Fund to be used for safety education.

SECTION 5. If an Employer is found to be in violation by OSHA or any other governmental authority pertaining to safety regulations over which the Employer has control, the Employer will immediately correct the violation.

SECTION 6. The Employer must provide adequate exhaust systems in shops.

SECTION 7. The Employer will supply all welding and safety equipment.

ARTICLE 32 OVERTIME WORK ASSIGNMENT

SECTION 1. It is agreed that all work performed outside of the established regular working hours and 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. When an emergency overtime exists on the job or in the shop outside of the business office hours of Local Union No. 100, then this emergency shall be reported to Local Union No. 100's office at the next regular business day of Local Union No. 100.

SECTION 2. Preference to overtime and holiday work shall be given to the sheet metal workers on the job and in the shop on a rotating basis so as to equalize the work as nearly as possible. No one shall be sent to a job or shop where overtime is being performed unless all workmen on that job have first been offered the overtime. Rotation of overtime will last throughout the job, and new personnel sent to the job shall be added to the bottom of the rotation list.

SECTION 3. Should overtime be required for longer than eight (8) hours, the rate of pay shall continue at the overtime rate even though the overtime may extend into regular hours.

SECTION 4. When working a twelve (12) hour day, a thirty (30) minute unpaid lunch period will be taken, and a paid fifteen (15) minute break after the first eight (8) hours.

SECTION 5. It shall be the responsibility of the shop and job foreman to inform the shop steward of all overtime, and provide him with all necessary information needed to maintain the overtime list. It shall be the responsibility of the foreman, or person assigning the overtime to report said overtime to the Local Union 100 business office. The foreman shall provide the business office with a complete list of all persons working overtime.

**ARTICLE 33
BALANCING***

SECTION 1. Testing and/or balancing of all air handling equipment and duct work shall be the work of journeymen sheet metal workers and registered apprentices. Journeymen sheet metal workers or registered apprentices must sign and bear their signature and membership number on balancing reports. Journeymen sheet metal workers or registered apprentices may consult an engineer when necessary.

*See Baltimore Addendum

**ARTICLE 34
WORK PRESERVATION**

SECTION 1. In accordance with Resolution No. 78 adopted September 3, 1982, at the Sheet Metal Workers' International Association's General Convention, the business manager or his representative may grant any concessions necessary to provide increased work opportunities for Building Trades' journeymen and apprentices.

SECTION 2. The business manager or his representatives may adopt various addenda, specialty agreements, including additional flexible working conditions, to preserve and recapture our work jurisdiction for the membership and the Employers.

SECTION 3. All concessions shall be in writing and may not be rescinded for the duration of the job. All concessions shall be applied equally to all Employers in signed agreement with Local 100.

SECTION 4. A record of the concessions shall be maintained in Local 100's area offices and a copy sent to the SMACNA Mid-Atlantic Chapter. . It shall be the Employer's responsibility to obtain the concession from either the Union office or the Employer's representative.

**ARTICLE 35
RULE OF AGE**

SECTION 1. It is agreed that every fifth man employed by each Employer shall be fifty (50) years of age or older, if available.

**ARTICLE 36
SKETCHING AND DRAFTING**

SECTION 1. All shop and field sketches used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches shall be drawn by journeymen sheet metal workers and registered apprentices, and bear their signature and membership number.

SECTION 2. Where the Employer has control, computer aided blanks, drawings or sketches provided by architects or engineers that can be electronically converted to company shop standards must be performed by sheet metal journeymen and apprentices. These computer aided drawings will be acceptable for fabrication and installation.

SECTION 3. The business office may forbid employees from working from drawings or sketches not in accordance with the above Sections. (See Baltimore "Items of Understanding.")

**ARTICLE 37
TWO HOUR SHUTDOWN FOR ELECTION**

SECTION 1. All jobs and shops shall shutdown two (2) hours before quitting time on the day of the General Election of Local 100 so that the members can vote. All members voting must be paid for these two (2) hours. All members failing to vote shall be docked for two (2) hours. The Local Union is to furnish to the Employer a list of the members who fail to vote.

**ARTICLE 38
COMPANY SHED OR BOX**

SECTION 1. The Employer shall provide a box with a lock for both the Employer's and mechanic's tools on any job large enough to require the storage of tools and equipment overnight.

SECTION 2. Between October 1, and April 1, the Employer will provide a heated place on all jobs requiring ten (10) employees or more.

**ARTICLE 39
CHANGE IN ASSIGNMENT OF WORK**

SECTION 1. The Union shall have the right to remove employees from a job or shop if the Employer changes any assignment of work which the Employer had originally assigned to the sheet metal workers.

ARTICLE 40 PICKET LINES

SECTION 1. It shall not be a violation of the Agreement by the Union and it shall not be a cause for discharge or disciplinary action, if an employee covered by this Agreement refuses to cross a legal picket line.

ARTICLE 41 REPORTING JOB AND LOCATION

SECTION 1. The Employer shall submit to the Union office a work form for all jobs over Fifteen Thousand Dollars (\$15,000) (except air balance contracts, Employers must report on all air balance contracts regardless of contract price covered by this Agreement. This form shall be furnished by the Union and shall be combined with the work assignment form (Article 3) and contain the following information:

1. Name of Job
2. Location of Job
3. Approximate Starting Date
4. Approximate Man-Hours
5. General Contractor
6. Mechanical Contractor

SECTION 2. Upon request the Employer will provide all necessary information to establish Davis-Bacon wage scales.

SECTION 3. Company must post job location on company bulletin board for all jobs fabricated outside the Baltimore Area.

ARTICLE 42 TEMPORARY OPERATION OF FAN EQUIPMENT

SECTION 1. Operation of fan equipment for maintenance of temporary heat, ventilation, air condition, or any air-handling equipment shall be performed by journeymen sheet metal workers.

SECTION 2. Operation of such equipment shall be at straight time for all shifts.

SECTION 3. When temporary operation is required during other than regular hours sheet metal journeymen will not be required, if the owner or general contractor states in writing that no servicing or adjusting of any kind will be made to the fan equipment, and no other Building Trades' unions shall operate the fan equipment.

SECTION 4. The Employer shall afford the employee the opportunity to complete the forty (40) hour work week should the fan watch be interrupted.

SECTION 5. Boiler watch will not be considered as part of the fan watch for purposes of enforcement of this Article, as long as there is no violation of Sections 1 and 3 above.

**ARTICLE 43
DUAL SHOPS**

SECTION 1. The Employer agrees that no evasion of the terms, requirements and provisions of this Agreement will take place by the setting up of another business to do work covered by this Agreement, or in any other way attempt to or actually evade or nullify responsibility hereunder. If and when the Employer shall perform any on-site construction work of the type covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity, including a joint venture, wherein the Employer through its officers, directors, partners, or stockholders, exercise either directly or indirectly control of labor policies of such other entity, the terms and conditions of this Agreement shall be applicable to all such work. The Employer, directly or through its officers, directors, partners, or stockholders, shall not contribute to or invest in any business entity which performs work covered by this Agreement, but which does not comply with the terms of this Agreement, provided, however, that this provision shall not apply to the ownership of corporate stock traded on any recognized stock exchange, or in an established over – the-counter market, and which does not constitute more than ten percent (10%) of the outstanding equity of such business entity.

**ARTICLE 44
EMPLOYER AGENTS**

SECTION 1. The Employer agrees that he will not instruct any Union member on behalf of the Employer to violate any terms and conditions of this Agreement.

**ARTICLE 45
SUBCONTRACTING AND FABRICATION**

SECTION 1. When a Contractor is awarded a job in the territorial jurisdiction of Local 100, sketching and fabrication must be performed within the territorial jurisdiction of Local 100 with the following exceptions:

1. Ventilators
2. Louvers
3. Automatic and fire dampers
4. Radiator and air conditioning unit enclosures
5. Fabricated pipe and fittings for residential installation 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

It is further agreed that the foregoing list is not all inclusive, and that other items may be added to this list during the pendency of this Agreement if mutually agreed to by the Joint Labor Committee.

SECTION 2. In the event it is found that such sketching and/or fabrication is being performed elsewhere, Local 100 shall, in addition to any other rights including any grievance proceedings, have the right to refuse to furnish apprentices and/or classified/specialty workers to the Employer involved.

**ARTICLE 46
EXPLOSIVE EQUIPMENT**

SECTION 1. Only members that have received Special Training in Safety will be permitted to use explosive equipment.

ARTICLE 47
WORKERS' COMPENSATION INSURANCE AND INJURY

SECTION 1. Employers are required to carry workers' compensation insurance as required in the jurisdiction in which the men work. The only Employer obligation is that which is required by the laws in that jurisdiction.

SECTION 2. The Employer further agrees that an injured employee shall be allowed sufficient time off to obtain medical assistance. If the employee returns to work before the established quitting time on the day such assistance was obtained, he shall be paid wages for the full day. If the employee cannot return to work by the doctor's instructions, he shall be paid wages for the full day.

SECTION 3. Employers agree to provide certificates of insurance to substantiate that the insurance provided for herein has been obtained and continues to be in force during the term of this Agreement. Employers further authorize the Sheet Metal Workers' Local No. 100 to take such action as it may desire from time to time to insure that such insurance continues to be in effect as required by the terms of this Agreement.

SECTION 4. Any employee who is injured on the job must report his injury to his Employer, or duly designated representative of the Employer, in writing, if possible, within twenty-four (24) hours after the injured employee received treatment. Failure of the employee to make such a report within twenty-four (24) hours shall be reported by the Employer to the business office of the Local Union.

SECTION 5. For the purpose of employees reporting injuries as provided for herein, the Employer agrees to provide an appropriate report form on all jobs and in the shops.

ARTICLE 48
MUTUAL COOPERATION IN OBTAINING SHEET METAL WORK

SECTION 1. The Employer will make every reasonable effort to bid all work which is under the jurisdiction claimed by the Sheet Metal Workers' International Association on all projects.

SECTION 2. The Employer will assist the Local Union in all efforts to have architects and engineers include all sheet metal work in the roofing and/or sheet metal sections of job specifications.

SECTION 3. It is agreed that the Contractors' Association and the Union will continue to negotiate this Agreement while it is in effect in an effort to recover work for the union sheet metal contractor and the union sheet metal worker that has been lost to the non-union sheet metal contractor and other trades.

SECTION 4. It is further agreed that both parties to this Agreement will discourage, by all legal means, the use of other than union sheet metal workers.

**ARTICLE 49
TAX COMPUTATION**

SECTION 1. For the purpose of computing Federal or State withholding taxes and Federal Old Age Benefits taxes, the hourly wage rate for journeymen sheet metal workers and apprentices shall be the hourly wage rate set forth in this Agreement.

SECTION 2. The Employer agrees to withhold and pay state income tax in the states of Maryland, Virginia, West Virginia, Pennsylvania, and Delaware and the District of Columbia as designated by the employee.

**ARTICLE 50
SPECIALTY SHEET METAL WORK**

SECTION 1. This Article covers the rates of pay, rules and working conditions of all those employees of the Employer hereinafter referred to as "classified/specialty worker," performing sheet metal work as described in Section 2.

- A. Specialty sheet metal work is defined as the erection, installation, repairing, handling, and servicing of residential heating and air conditioning systems regardless of energy source, and the architectural sheet metal work (metal siding, storm windows, gutters, leaders, exhaust hoods, remodeling low voltage electricity, all types of slate, tile, asbestos shingles, asphalt roofing, waterproofing, etc.) on single family homes and garden or walkup apartment buildings not exceeding two and one-half (2 ½) floors, and where individual apartments are air conditioned by a separate and independent unit or system.
- B. Specialty work may be any work mutually agreed upon between the Employer and the Union.

SECTION 2. Shop fabrication of work under Section 2 of this Article shall be done at Building Trades' rates and fringes, unless otherwise agreed upon.

SECTION 3. The minimum hourly rates and fringe benefits for classified/specialty workers shall be determined in the Addendum of this Agreement. (See Addendum.)

SECTION 4. For the purpose of providing work for union members and making the employer competitive on certain types of other projects, the Union may specify items of work to be performed by classified/specialty workers at a job site or in the shop on a job by job basis. Such specific items of work may be revised from time to time at the Union's discretion.

SECTION 5. It is agreed that no classified/specialty worker now working for an Employer will suffer a reduction in wages due to being accepted into Local 100's Building Trades' Apprenticeship Program.

SECTION 6. All classified/specialty workers shall become and remain members of the union within sixty (60) days after employment. All classified/specialty workers must file applications with the Union at the Union Office before reporting to work.

SECTION 7. All Contractors shall comply with Federal Davis-Bacon, state and county prevailing wage laws within the jurisdiction of Sheet Metal Workers' Local 100.

ARTICLE 51 AGREEMENT FOR VOLUNTARY RECOGNITION

SECTION 1. This Agreement for Voluntary Recognition is made and entered into this July 1, 2011, by and between Sheet Metal Workers' Local Union No. 100 (hereinafter referred to as "Union"), and Sheet Metal & Air Conditioning Contractors National Association, Mid-Atlantic Chapter or any other contractor or association signed to this Agreement (hereinafter referred to as "Employer").

SECTION 2. The Employer hereby acknowledges that the Union has established, to its satisfaction, that a majority of its employees have authorized the Union to represent them in collective bargaining. The Union has unequivocally demanded recognition as the employees' Section 9 (a) representative, and the Employer extends recognition to the Union as the Section 9 (a) representative of its employees.

SECTION 3. The Employer agrees to recognize and does hereby recognize the Union, its agents, representatives, or successors as the exclusive collective bargaining agent for all employees performing sheet metal work within the jurisdiction of the Union on all present and future job sites.

SECTION 4. To be considered a union contractor the Employer must have executed an agreement with Local 100 or an acceptance of the agreement, or be covered by this Agreement by virtue of membership in the Sheet Metal Contractors Association of Baltimore, Maryland. Before the Union will enter into an agreement with any Employer, it shall be the responsibility of the Employer to:

- Notify Local 100 as to the principal officers of their company.
- Supply Local 100 with the company's articles of incorporation.
- Notify the Union of the company's intention to open and operate a sheet metal shop and to engage in the business as a sheet metal contractor.
- Have an established and permanent business address or location.
- Have sufficient tools and equipment to comply with Article 1 of the Standard Form of Union Agreement.
- Give employment to no less than one (1) journeyman sheet metal worker.
- Submit evidence, in the form of a certificate of insurance verifying that workers' compensation insurance has been obtained and continues to be in force.
- Make payments for unemployment taxes to the appropriate agency in Maryland, Virginia and the District of Columbia.
- A new Employer otherwise qualifying as a union shop, will agree that all matters pertaining to apprentices, including, but not limited to their employment, wages, transfer, working conditions, etc., will be governed by the Joint Apprentices Committee.

**ARTICLE 52
SAVINGS CLAUSE**

SECTION 1. Inasmuch as this Agreement is subject to any and all governmental laws, rules and regulations, any provision of this Agreement adjudged to be unlawful by a court of competent jurisdiction shall be treated for all purposes as null and void, but all other provisions of this Agreement shall continue in full force and effect as provided herein.

**ARTICLE 53
LABOR-MANAGEMENT COMMITTEE**

SECTION 1. SMACNA and the SMWIA are committed to promoting productive and cooperative labor-management relations. In furtherance of this goal, the Sheet Metal and Air Conditioning Contractors National Association Mid-Atlantic Chapter and Sheet Metal Workers' International Association, Local Union No. 100 agree to establish a labor-management committee which shall meet on a regular basis, but not less often than quarterly, to discuss industry issues of mutual concern. Such committee will strive to improve communications, understand and respond to industry direction and trends, and resolve common issues collaboratively.

ARTICLE 54
EFFECTIVE DATE AND TERMINATION OF CONTRACT

SECTION 1. This Agreement and Addendum or Addenda attached hereto shall become effective on the 1ST day of July 2011, and remain in full force and effect until the 30th day of June 2015, and shall continue in force from year to year thereafter unless written notice of reopening is given not less than ninety (90) days prior to the expiration date. In the event such notice of reopening is served, this Agreement shall continue in force and effect until conferences relating hereto have been terminated by either party.

SECTION 2. The Employer hereby agrees that all of its members, both collectively and individually shall be bound by this Agreement, just as surely as if each and every member signed it and whether or not each does so individually, and whether or not membership is retained in the Employer association party to this Agreement. The Employer, as an association, through its duly elected officers and representatives hereby declares and affirms that each and every member has so agreed and has authorized the officers and representatives named below to sign this Agreement, both for the association and for each member individually.

SECTION 3. The Employer agrees that any and all new member(s) of its association within the jurisdiction of Local 100 shall be required, as a binding requirement of membership therein, to become parties to this Agreement, immediately upon establishing membership.

SECTION 4. Notwithstanding any other provisions of this Article, or any other Article of this Agreement, whenever an amendment to the Standard Form of Union Agreement shall be adopted by the National Joint Labor Relations Adjustment committee, any party to this Agreement, upon the service of notice to all other parties hereto, shall have this Agreement reopened thirty (30) days thereafter for the sole and only purpose of attempting to negotiate such amendments into this Agreement for the duration of the term hereof. There shall be no strike or lockout over this issue.

In witness whereof, the parties hereto affix their signatures and seal this 1ST day of July, 2011.

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION, LOCAL UNION 100

EFFECTIVE: JULY 1, 2011 TO JUNE 30, 2015

BY: JOHN R. SHIELDS, JR.
BUSINESS MANAGER/FINANCIAL SECRETARY

SHEET METAL AND AIR CONDITIONING NATIONAL ASSOCIATION, MID-ATLANTIC CHAPTER (SMACNA MID-ATLANTIC CHAPTER)

EFFECTIVE JULY 1, 2011 TO JUNE 30, 2015

BY:
AUTHORIZED SMACNA MID-ATLANTIC CHAPTER REPRESENTATIVE

COMPANY NAME

COMPANY ADDRESS

CITY, STATE & ZIP CODE

COMPANY PHONE NUMBER

BY:

SIGNATURE & TITLE OF AUTHORIZED COMPANY REPRESENTATIVE

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION, LOCAL UNION 100

BY:

SIGNATURE & TITLE OF AUTHORIZED UNION REPRESENTATIVE

EFFECTIVE DATE: _____

BALTIMORE AREA

ADDENDUM

**PARAGRAPH NO. 1
JURISDICTIONAL AREA**

The jurisdictional area of this Addendum shall be as follows: the Maryland counties of Anne Arundel, Baltimore, Baltimore City, Caroline, Carroll, Cecil, Dorchester, Frederick, Harford, Howard, Kent, Queen Anne's, Somerset, Talbot, Wicomico, and Worcester.

**PARAGRAPH NO. 2
BALTIMORE AREA**

JOURNEYMAN TOTAL PACKAGE

7/1/11 through 6/30/12	\$45.64
7/1/12 through 6/30/13	\$46.94
7/1/13 through 6/30/14	\$48.44
7/1/14 through 6/30/15	\$50.14

**BALTIMORE AREA
JOURNEYMAN BASE WAGE RATE***

7/1/11 through 6/30/12	\$29.88
7/1/12 through 6/30/13	\$ to be determined per Article 22
7/1/13 through 6/30/14	\$ to be determined per Article 22
7/1/14 through 6/30/15	\$ to be determined per Article 22

*Amounts may change in accordance with Article 22

**BALTIMORE AREA
JOURNEYMAN FRINGE BENEFITS***

PENSION FUND*

7/1/11 through 6/30/12	\$5.60
7/1/12 through 6/30/13	\$ to be determined per Article 22
7/1/13 through 6/30/14	\$ to be determined per Article 22
7/1/14 through 6/30/15	\$ to be determined per Article 22

I.T.I. FUND*

7/1/11 through 6/30/12	\$0.12
7/1/12 through 6/30/13	\$ to be determined per Article 22
7/1/13 through 6/30/14	\$ to be determined per Article 22
7/1/14 through 6/30/15	\$ to be determined per Article 22

NEMI*

7/1/11 through 6/30/12	\$0.03
7/1/12 through 6/30/13	\$ to be determined per Article 22
7/1/13 through 6/30/14	\$ to be determined per Article 22
7/1/14 through 6/30/15	\$ to be determined per Article 22

SMOHIT*

7/1/11 through 6/30/12	\$0.02
7/1/12 through 6/30/13	\$ to be determined per Article 22
7/1/13 through 6/30/14	\$ to be determined per Article 22
7/1/14 through 6/30/15	\$ to be determined per Article 22

HEALTH FUND*

7/1/11 through 6/30/12	\$6.32
7/1/12 through 6/30/13	\$ to be determined per Article 22
7/1/13 through 6/30/14	\$ to be determined per Article 22
7/1/14 through 6/30/15	\$ to be determined per Article 22

*Amounts may change in accordance with Article 22

APPRENTICE FUND*

7/1/11 through 6/30/12	\$0.50
7/1/12 through 6/30/13	\$ to be determined per Article 22
7/1/13 through 6/30/14	\$ to be determined per Article 22
7/1/14 through 6/30/15	\$ to be determined per Article 22

ANNUITY FUND*

7/1/11 through 6/30/12	\$3.17
7/1/12 through 6/30/13	\$ to be determined per Article 22
7/1/13 through 6/30/14	\$ to be determined per Article 22
7/1/14 through 6/30/15	\$ to be determined per Article 22

**BALTIMORE AREA
JOURNEYMAN WAGE DEDUCTIONS***

APPRENTICE ORGANIZING*

7/1/11 through 6/30/12	\$0.27
7/1/12 through 6/30/13	\$ to be determined per Article 22
7/1/13 through 6/30/14	\$ to be determined per Article 22
7/1/14 through 6/30/15	\$ to be determined per Article 22

DEATH FUND*

7/1/11 through 6/30/12	\$0.12
7/1/12 through 6/30/13	\$ to be determined per Article 22
7/1/13 through 6/30/14	\$ to be determined per Article 22
7/1/14 through 6/30/15	\$ to be determined per Article 22

DUES CHECKOFF*

7/1/11 through 6/30/12	\$0.54
7/1/12 through 6/30/13	\$ to be determined per Article 22
7/1/13 through 6/30/14	\$ to be determined per Article 22
7/1/14 through 6/30/15	\$ to be determined per Article 22

*Amounts may change in accordance with Article 22

ORGANIZING ASSESSMENT*

7/1/11 through 6/30/12	\$0.09
7/1/12 through 6/30/13	\$ to be determined per Article 22
7/1/13 through 6/30/14	\$ to be determined per Article 22
7/1/14 through 6/30/15	\$ to be determined per Article 22

SCHOLARSHIP FUND*

7/1/11 through 6/30/12	\$0.01
7/1/12 through 6/30/13	\$ to be determined per Article 22
7/1/13 through 6/30/14	\$ to be determined per Article 22
7/1/14 through 6/30/15	\$ to be determined per Article 22

SMWIA ASSESSMENT

7/1/11 through 12/31/11	\$0.11
1/1/12 through 12/31/12	\$ to be determined
1/1/13 through 12/31/13	\$ to be determined
1/1/14 through 12/31/14	\$ to be determined
1/1/15 through 6/30/15	\$ to be determined

VACATION/P.A.L.*

7/1/11 through 6/30/12	\$0.04
7/1/12 through 6/30/13	\$ to be determined per Article 22
7/1/13 through 6/30/14	\$ to be determined per Article 22
7/1/14 through 6/30/15	\$ to be determined per Article 22

*Amounts may change in accordance with Article 22

**BALTIMORE AREA
APPRENTICE WAGE RATES**

Based on a Percentage of the Journeyman's Base Wage Rate

EFFECTIVE 7/1/11 (PERCENTAGE OF JOURNEYMAN'S RATE) * & **

1 ST YEAR	1 ST HALF	30%	\$*
	2 ND HALF	35%	\$*
2 ND YEAR	1 ST HALF	45%	\$*
	2 ND HALF	45%	\$*
3 RD YEAR	1 ST HALF	55%	\$*
	2 ND HALF	60%	\$*
4 TH YEAR	1 ST HALF	70%	\$
	2 ND HALF	75%	\$

*Amounts may change in accordance with Article 22

**1st and 2nd year apprentices' wage rates are calculated by taking the percentage listed above of the journeyman's current base wage rate, plus the current amount of the journeymen's annuity fund less sixty cents (\$0.60), plus the amount of the difference between the current journeymen's pension fund contribution from the current corresponding apprentice's pension fund contribution.

3rd year apprentices' wage rates are calculated by taking the percentage listed above of the journeyman's current base wage rate, plus the current amount of the journeymen's annuity fund less sixty cents (\$0.60).

4th year apprentices' wage rates are calculated by taking the percentage listed above of the journeyman's current base wage rate.

**BALTIMORE AREA
APPRENTICE FRINGE BENEFITS***

PENSION FUND *

7/1/11 through 6/30/12

1st year - 1st half	\$1.68/HOUR
1st year - 2nd half	\$1.96/HOUR
2nd year - 1st half	\$2.52/HOUR
2nd year - 2nd half	\$2.52/HOUR
3rd year - 1st half	\$5.60/HOUR
3rd year - 2nd half	\$5.60/HOUR
4th year - 1st half	\$5.60/HOUR
4th year - 2nd half	\$5.60/HOUR

7/1/12 through 6/30/13

ALL APPRENTICES \$ to be determined per Article 22

7/1/13 through 6/30/14

ALL APPRENTICES \$ to be determined per Article 22

7/1/14 through 6/30/15

ALL APPRENTICES \$ to be determined per Article 22

I.T.I. FUND (all apprentices)*

7/1/11 through 6/30/12 \$0.12

7/1/12 through 6/30/13 \$ to be determined per Article 22

7/1/13 through 6/30/14 \$ to be determined per Article 22

7/1/14 through 6/30/15 \$ to be determined per Article 22

NEMI (all apprentices)*

7/1/11 through 6/30/12 \$0.03

7/1/12 through 6/30/13 \$ to be determined per Article 22

7/1/13 through 6/30/14 \$ to be determined per Article 22

7/1/14 through 6/30/15 \$ to be determined per Article 22

*Amounts may change in accordance with Article 22

SMOHIT (all apprentices)*

7/1/11 through 6/30/12	\$0.02
7/1/12 through 6/30/13	\$ to be determined per Article 22
7/1/13 through 6/30/14	\$ to be determined per Article 22
7/1/14 through 6/30/15	\$ to be determined per Article 22

HEALTH FUND (all apprentices)*

7/1/11 through 6/30/12	\$6.32
7/1/12 through 6/30/13	\$ to be determined per Article 22
7/1/13 through 6/30/14	\$ to be determined per Article 22
7/1/14 through 6/30/15	\$ to be determined per Article 22

APPRENTICE FUND (all apprentices)*

7/1/11 through 6/30/12	\$0.50
7/1/12 through 6/30/13	\$ to be determined per Article 22
7/1/13 through 6/30/14	\$ to be determined per Article 22
7/1/14 through 6/30/15	\$ to be determined per Article 22

ANNUITY FUND (1st, 2nd & 3rd years)*

7/1/11 through 6/30/12	\$0.60
7/1/12 through 6/30/13	\$ to be determined per Article 22
7/1/13 through 6/30/14	\$ to be determined per Article 22
7/1/14 through 6/30/15	\$ to be determined per Article 22

ANNUITY FUND (4th year)*

7/1/11 through 6/30/12	\$3.17
7/1/12 through 6/30/13	\$ to be determined per Article 22
7/1/13 through 6/30/14	\$ to be determined per Article 22
7/1/14 through 6/30/15	\$ to be determined per Article 22

*Amounts may change in accordance with Article 22

**BALTIMORE AREA
APPRENTICE WAGE DEDUCTIONS**

APPRENTICE ORGANIZING*

7/1/11 through 6/30/12

1st year - 1st half & 2nd half \$0.15/HOUR

2nd year - 1st half & 2nd half \$0.18/HOUR

3rd year - 1st half & 2nd half \$0.18/HOUR

4th year - 1st half & 2nd half \$0.18/HOUR

7/1/12 through 6/30/13

ALL APPRENTICES \$ to be determined per Article 22

7/1/13 through 6/30/14

ALL APPRENTICES \$ to be determined per Article 22

7/1/14 through 6/30/15

ALL APPRENTICES \$ to be determined per Article 22

DEATH FUND*

7/1/11 through 6/30/12

ALL APPRENTICES \$0.12/HOUR

7/1/12 through 6/30/13

ALL APPRENTICES \$ to be determined per Article 22

7/1/13 through 6/30/14

ALL APPRENTICES \$ to be determined per Article 22

7/1/14 through 6/30/15

ALL APPRENTICES \$ to be determined per Article 22

*Amounts may change in accordance with Article 22

DUES CHECKOFF*

7/1/11 through 6/30/12

1st year - 1st half & 2nd half \$0.30/HOUR

2nd year - 1st half & 2nd half \$0.36/HOUR

3rd year - 1st half & 2nd half \$0.36/HOUR

4th year - 1st half & 2nd half \$0.36/HOUR

7/1/12 through 6/30/13

ALL APPRENTICES \$ to be determined per Article 22

7/1/13 through 6/30/14

ALL APPRENTICES \$ to be determined per Article 22

7/1/14 through 6/30/15

ALL APPRENTICES \$ to be determined per Article 22

ORGANIZING ASSESSMENT*

7/1/11 through 6/30/12

1st year -1st half & 2nd half \$0.05/HOUR

2nd year - 1st half & 2nd half \$0.06/HOUR

3rd year - 1st half & 2nd half \$0.06/HOUR

4th year - 1st half & 2nd half \$0.06/HOUR

7/1/12 through 6/30/13

ALL APPRENTICES \$ to be determined per Article 22

7/1/13 through 6/30/14

ALL APPRENTICES \$ to be determined per Article 22

7/1/14 through 6/30/15

ALL APPRENTICES \$ to be determined per Article 22

*Amounts may change in accordance with Article 22

SCHOLARSHIP FUND

7/1/11 through 6/30/12

ALL APPRENTICES \$0.01/HOUR

7/1/12 through 6/30/13

ALL APPRENTICES \$ to be determined per Article 22

7/1/13 through 6/30/14

ALL APPRENTICES \$ to be determined per Article 22

7/1/14 through 6/30/15

ALL APPRENTICES \$ to be determined per Article 22

SMWIA ASSESSMENT

7/1/11 through 12/31/11

ALL APPRENTICES \$0.11/HOUR

1/1/12 through 12/31/12

ALL APPRENTICES \$ to be determined

1/1/13 through 12/31/13

ALL APPRENTICES \$ to be determined

1/1/14 through 12/31/14

ALL APPRENTICES \$ to be determined

1/1/15 through 6/30/15

\$ to be determined

VACATION/P.A.L.

7/1/11 through 6/30/12

ALL APPRENTICES \$0.04/HOUR

7/1/12 through 6/30/13

ALL APPRENTICES \$ to be determined per Article 22

7/1/13 through 6/30/14

ALL APPRENTICES \$ to be determined per Article 22

7/1/14 through 6/30/15

ALL APPRENTICES \$ to be determined per Article 22

*Amounts may change in accordance with Article 22

**BALTIMORE AREA
CLASSIFIED/SPECIALTY WORKER WAGE RATES**

The minimum wage rate for a classified/specialty worker will be \$7.25 per hour. Higher wages are determined by mutual agreement between the Union and the Employer.

Effective 7/1/11 it is agreed that the Employer shall give classified/specialty sheet metal workers a Twenty-Five cent (\$0.25) per hour wage increase each year with a minimum of 1,800 hours worked, not to exceed 60% of the journeyman's wage rate.

Classified/specialty sheet metal workers shall receive the same overtime premium percent of their pay as the journeyman.

CLASSIFIED/SPECIALTY WORKER FRINGE BENEFITS*

I.T.I. FUND*

7/1/11 through 6/30/12	\$0.12
7/1/12 through 6/30/13	\$ to be determined per Article 22
7/1/13 through 6/30/14	\$ to be determined per Article 22
7/1/14 through 6/30/15	\$ to be determined per Article 22

NEMI*

7/1/11 through 6/30/12	\$0.03
7/1/12 through 6/30/13	\$ to be determined per Article 22
7/1/13 through 6/30/14	\$ to be determined per Article 22
7/1/14 through 6/30/15	\$ to be determined per Article 22

SMOHIT*

7/1/11 through 6/30/12	\$0.02
7/1/12 through 6/30/13	\$ to be determined per Article 22
7/1/13 through 6/30/14	\$ to be determined per Article 22
7/1/14 through 6/30/15	\$ to be determined per Article 22

HEALTH FUND*

7/1/11 through 6/30/12	\$6.32
7/1/12 through 6/30/13	\$ to be determined per Article 22
7/1/13 through 6/30/14	\$ to be determined per Article 22
7/1/14 through 6/30/15	\$ to be determined per Article 22

*Amounts may change in accordance with Article 22

CLASSIFIED/SPECIALTY WORKER DEDUCTIONS

APPRENTICE ORGANIZING*

7/1/11 through 6/30/12	\$0.27
7/1/12 through 6/30/13	\$ to be determined per Article 22
7/1/13 through 6/30/14	\$ to be determined per Article 22
7/1/14 through 6/30/15	\$ to be determined per Article 22

DEATH FUND*

7/1/11 through 6/30/12	\$0.12
7/1/12 through 6/30/13	\$ to be determined per Article 22
7/1/13 through 6/30/14	\$ to be determined per Article 22
7/1/14 through 6/30/15	\$ to be determined per Article 22

DUES CHECKOFF*

7/1/11 through 6/30/12	\$0.54
7/1/12 through 6/30/13	\$ to be determined per Article 22
7/1/13 through 6/30/14	\$ to be determined per Article 22
7/1/14 through 6/30/15	\$ to be determined per Article 22

*Amounts may change in accordance with Article 22

ORGANIZING ASSESSMENT*

7/1/11 through 6/30/12	\$0.09
7/1/12 through 6/30/13	\$ to be determined per Article 22
7/1/13 through 6/30/14	\$ to be determined per Article 22
7/1/14 through 6/30/15	\$ to be determined per Article 22

SCHOLARSHIP FUND*

7/1/11 through 6/30/12	\$0.01
7/1/12 through 6/30/13	\$ to be determined per Article 22
7/1/13 through 6/30/14	\$ to be determined per Article 22
7/1/14 through 6/30/15	\$ to be determined per Article 22

*Amounts may change in accordance with Article 22

SMWIA ASSESSMENT*

7/1/11 through 12/31/11	\$0.011
1/1/12 through 12/31/12	\$ to be determined
1/1/13 through 12/31/13	\$ to be determined
1/1/14 through 12/31/14	\$ to be determined
1/1/15 through 6/30/15	\$ to be determined

*Amounts may change in accordance with Article 22

**PARAGRAPH NO. 3
TRAVEL RATES**

1. When employed outside of the forty-five (45) mile radius from Baltimore and Charles Streets in Baltimore, but within the jurisdictional area of Local 100, the employees shall provide transportation for themselves which will assure their arrival at the forty-five (45) mile limit at the regular starting time, and the Employer shall provide or pay for all additional transportation from such job back to the forty-five (45) mile limit, which will assure arrival at quitting time.
2. As an alternative to Section 1 of this Paragraph, the Employer agrees to pay all employees covered by this Agreement travel expenses as follows:

0 – 45 MILES	FREE ZONE
45.1 – 70 MILES	\$10.00 PER DAY
70.1 & OVER	\$12.00 PER DAY (PLUS \$0.25 PER MILE EXTRA)

**PARAGRAPH NO. 4
FOREMEN**

1. Whenever there are more than two (2) employees and up to four (4) employees on any job, one (1) of these employees shall be designated as a sub-foreman and shall receive one dollar (\$1.00) per hour above the journeyman's hourly rate.
2. On any job and/or shop when there are from five (5) to twelve (12) employees there shall be a foreman at one dollar and twenty-five cents (\$1.25) per hour above the journeyman's rate.
3. On any job and/or shop where there are from thirteen (13) to twenty-five (25) employees there shall be one (1) general foreman at one dollar and seventy-five cents (\$1.75) per hour above the journeyman's rate, and one (1) foreman at one dollar and twenty-five (\$1.25) per hour above the journeyman's rate.

4. On any job and/or shop when there are from twenty-six (26) to thirty-eight (38) employees there shall be one (1) general foreman at two dollars and twenty-five cents (\$2.25) per hour above the journeyman's rate, and two (2) foremen at one dollar and twenty-five cents (\$1.25) per hour above the journeyman's rate.
5. On any job and/or shop when there are more than thirty-eight (38) employees, there shall be an additional foreman for any amount of additional employees up to twelve (12) employees and this ration shall prevail in relation to any more additional employees employed.
6. On any job and/or shop when there are more than eighty-six (86) employees the general foreman shall become a superintendent at two dollars and seventy-five cents (\$2.75) per hour above the journeyman's wage rate, and one (1) of the foremen shall be general foreman at two dollars and twenty-five cents (\$2.25) per hour above the journeymen.
7. All general foremen, foremen and sketchers shall be members of the Sheet Metal Workers' Local 100.
8. All supervisors and foreman shall be Building Trades' journeymen.

**PARAGRAPH NO. 5
PAYMENT OF WAGES**

1. Weekly wages shall be paid in cash or by insured checks in the shop or on the job site on Friday of each week before the established quitting time.
2. Pay week shall run Monday through Sunday midnight. When a holiday falls on Thursday or Friday, the preceding work day will be considered pay day. The day before Thanksgiving will be considered a pay day.
3. Not more than one week's pay may be withheld.
4. Wages shall be accompanied by a pay slip containing all hours worked and payroll deductions.
5. The Union may withdraw all members from the Employer's employment if the Employer fails to pay wages before the established quitting time on the established pay day. Before these members may return to work the must be paid eight (8) hours wages for a period of six (6) days or until they receive their regular wages due them. If the Union does not withdraw the members from the Employer's employment, the Employer must still pay eight (8) hours pay for six (6) days or until members receive their regular wages.
6. The Employer shall be responsible for all expenses incurred by the Union or the member resulting from the Employer's failure to pay on time, including, but not limited to attorney's fees, accounting fees and court costs. The Union will take into consideration circumstances beyond the Employer's control.
7. Whenever an employee is laid off or fired, he shall be paid in full all monies owed, and can request a lay off slip.

8. Direct deposit shall be permitted at the Employer's option.

**PARAGRAPH NO. 6
DECLARATIONS OF TRUSTS, HEALTH & WELFARE,
ANNUITY, APPRENTICE AND EDUCATION FUNDS**

1. The Employers and the Union jointly agree to maintain and operate through trustees the following Funds: Health and Welfare Fund, Annuity Fund, and Apprentice and Education Fund.

2. The Funds shall be administered in accordance with the Agreement and Declaration of Trusts which comply with the provision of Section 302 of the National Labor Relations Act as amended. By executing this Agreement the Employer accepts the terms and provisions of said Agreements and Declaration of Trusts of each of the Funds covered by this Article, as well as any amendments heretofore and hereafter made, and said Agreement and Declaration of Trusts are incorporated by reference into this Agreement.

**PARAGRAPH NO. 7
HEALTH AND WELFARE FUND**

1. The Employer agrees to contribute to the Welfare Trust Fund, created by the parties hereto as of January 1, 1959 (known as Sheet Metal Workers' Local 100 Welfare Fund for the Baltimore Area), for the purpose of providing health and welfare benefits.

2. Such contributions shall be based upon all hours worked by each journeyman, apprentice and classified/specialty worker employee covered by this Agreement.

3. It is further understood and agreed that the contributions and the report of hours worked by each employee shall be mailed monthly to the administrator of the Fund to a place and in a manner as designated by the trustees.

4. Welfare benefit contributions shall not be duplicated.

5. The contribution rate per hour may be changed by Article No. 22, in which event the Agreement shall be amended and all parties notified.

6. The payments shall be made to the Fund trustees in accordance with the Declaration of Trust, this Agreement, and Paragraphs No. 6 and 12 of this Agreement.

**PARAGRAPH NO. 8
PENSION FUND**

1. The Employer agrees to contribute to the Sheet Metal Workers' National Pension Fund according to terms and conditions of the standard Form of Participation Agreement hereto and made part of this Agreement. Such contributions shall be based upon all hours worked by each journeyman and/or apprentice employee covered by this Agreement. The contribution rate per hour for each such hour worked shall be (see Paragraph No. 2).
2. It is further understood and agreed that the contributions and the report of hours worked by each employee shall be mailed monthly to the administrator of the Fund to a place and in a manner designated by the trustees.
3. The contribution rate per hour may be changed by Article 22, in which event the Agreement shall be amended and all parties notified.

**PARAGRAPH NO. 9
APPRENTICE AND EDUCATION FUND CONTRIBUTION**

1. The Employer shall contribute to the Apprentice Trust Fund the amounts set forth herein for the period indicated (see Paragraph no. 2).
2. The contribution rate per hour may be changed by Article 22, in which event the Agreement shall be amended and all parties notified.
3. The payments shall be made to the Fund trustees in accordance with the Declaration of Trust, this agreement and Paragraphs No. 6 and 12 of this Agreement.

**PARAGRAPH NO. 10
VACATION TRUST FUND
See memo.**

1. The Employers agree to withhold from the hourly wage rate of journeymen sheet metal workers and apprentices the amounts set forth below, except as may be changed by Article 22, in which event the Agreement shall be amended and all parties notified. Payment shall be made to the trustees of the Washington Area Vacation Fund.

Journeyman & Apprentices for the duration of this agreement (See Paragraph 2 of this Addendum)

2. The Employers agree that if a member executes an individual and voluntary deduction authorization card for political purposes, in form agreed to by the parties, that four cents (\$0.04) per hour, or such other amount as the member specified in his written authorization shall be deducted by the fund from his vacation pay as follows:

- Two Cents (\$0.02) per hour to Sheet Metal Workers' International Association Political Action League (PAL);
- Two Cents (\$0.02) per hour to Sheet Metal Workers' Local 100 Political Action Committee (100 PAC).

Such voluntary deduction authorization cards are to be provided by the Washington Area Vacation Fund and when signed by the member, the member shall submit his signed card to the Washington Area Vacation Fund.

PARAGRAPH NO. 11 ANNUITY FUND

1. The Employer shall contribute to the Annuity Fund the amounts set forth herein for the periods indicated (see Paragraph No. 2).
2. Payments shall be made on all hours worked by each journeyman and apprentice covered by this Agreement as outlined (see Paragraph No. 2).
3. The contribution rate per hour may be changed by Article No. 22, in which event the Agreement shall be amended and all parties notified.
4. The payments shall be made to the Fund trustees in accordance with the Declaration of Trust, this Agreement and Paragraphs No. 6 and 12 of this Agreement.

PARAGRAPH NO. 12 PAYMENT OF FUNDS

1. Payment shall be made by Employers to the trustees of the negotiated Funds by the twentieth (20th) of the month following the month during which Funds were withheld or contributions required. It is also understood and agreed that if an Employer fails to pay any negotiated Funds provided for in this Agreement by the last business day of the month, such Employer shall be considered to be in default and the Union may withdraw members from the Employer's employment and before these members return to work, they must be paid for all time lost, all past due contributions must be brought up to date, and all expenses incurred by the Union and/or trustees of said fund resulting from the Employer's failure to make such contributions, including, but not limited to, reasonable attorney's fees, accounting fees, cost of attachment bonds, and court cost must also be paid.

2. In addition, such defaulting Employer shall be required to post a bond to insure the payment of wages and negotiated Funds, said bond to be equal to the maximum sum of wages and contributions paid by said Employer during any thirty (30) day period within the past twelve (12) months, and after such default, such Employer shall also be required to file records and make payments to the trustees of the negotiated Funds on a weekly basis during the remainder of the term of this Agreement. Such payments must be forwarded to the trustees no later than Wednesday of the week following the week during which such Funds were withheld.

3. All new contractors will be required to post a bond to cover the payment of wages and fringes for a thirty (30) day period, to cover the existing and anticipated work force. In the event a current Contractor falls one month behind in payments for Funds, this company's employees may be withdrawn from employment until such time the Funds have been satisfied and a bond be posted to cover any future payments to the Funds.

4. For failure to file a report, the sum of ten percent (10) of the average of the previous three (3) months, or if less than three (3) months, the average of the time period involved shall be paid.

5. The provisions described herein are in addition to any and all other rights that the trustees and the Union have to collect contributions due and owing the Funds.

6. It shall be mandatory that the Trust Funds periodically audit all Employers to make sure that the proper hours are being reported and all of the fringes are being paid per the contract. In the event the Employers are audited and the audit shows no discrepancies, the cost of the audit shall be borne by the Trust Funds. However, should there be a discrepancy, all or part of the cost for the audit shall be borne by the Employer as may be decided by the trustees and the auditor.

7. If the Employer fails to make payments due by the twentieth (20th) of each month, on the last business day of the month, a finance charge shall be added to the amounts due. Finance charges shall be determined by applying the periodic interest rates to the balances and the case advance loan balances as set forth below:

Monthly periodic finance charge rate	1.5%
Annual percentage rate	18%

8. For the purpose of clarifying the payments of the Funds the following procedure will be followed:

A. The payroll week runs Monday through Sunday midnight. Each monthly report and payment of funds will include all hours worked on all weeks ending Sunday in each calendar month and as listed below:

JANUARY						
S	M	T	W	T	F	S
	26	27	28	29	30	31
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29						

The month of January will include six (6) days of December, and twenty-nine (29) days of January for the January monthly report.

February						
S	M	T	W	T	F	S
	30	31	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26						

The month of February will include two (2) days of January, and twenty-six (26) days of February for the February monthly report.

March						
S	M	T	W	T	F	S
	27	28	29	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25						

The month of March will include three (3) days of February, and twenty-five (25) days of March for the March monthly report. And so on...

**PARAGRAPH NO. 13
DUES CHECKOFF*
BUILDING TRADE JOURNEYMEN,
APPRENTICES AND CLASSIFIED/SPECIALTY WORKERS**

1. In accordance with Article 16 (Dues Check off), the Employer agrees to deduct from the wages of each journeyman, apprentice and classified/specialty worker the amounts set forth in Paragraph 2 of this Addendum.

*Amounts may change in accordance with Article 22

CLASSIFIED/SPECIALTY SHEET METAL WORKERS

2. Upon receipt of a signed individual authorization (Article 16, Dues Check off) from any classified/specialty worker covered under this Agreement, the Employer shall withhold from such employee's earnings payment for union dues, and other obligations under the terms and conditions specified in the individual's authorization. Deductions shall be made from the first pay of each month of said employee, and promptly remitted to the financial secretary of the Union together with a list of names of the employees to whom said monies are to be credited. Should any employee have no earning due him on the first pay day of any month, deductions shall be made from the next succeeding pay of employee.

3. Should the amounts of the check off change, the Agreement shall be amended and all parties notified.

**PARAGRAPH NO. 14
SHIPYARD WORK**

It is understood and agreed that when this Agreement terminates on June 30, 2015, if the Union commences a strike, the Union will nevertheless allow the Employer to finish any particular work which it has under contract with any shipyard to finish that particular work with employees covered by this Agreement under all terms and conditions of this Agreement, provided, however, that when a new agreement is consummated between the Union and the Association all terms and conditions of said Agreement shall be applied retroactive to July 1, 2011 2015?, as to that particular work which the Employer was allowed to continue in the shipyard, and any other job agreed to by the Joint Labor Committee.

**PARAGRAPH NO. 15
WORK JURISDICTIONS**

When the Employer has any work to be performed outside of the area covered by this Addendum and within the area of Local 100 covered by another agreement or addendum, the Employer may send only building trade members and apprentices of Local 100 to perform any work in such area. Journeymen sheet metal workers and apprentices covered by this Addendum who are sent outside of the area covered by this Agreement or Addendum, shall be paid the highest total wage package of the agreements or addenda, plus all necessary transportation, travel time, board and expenses while employed in that area. The term "total wage package" shall include the value of all hourly contractual costs.

**PARAGRAPH NO. 16
LAY OFF PROCEDURE**

1. Members will not be laid off on Monday or Tuesday, unless mutually agreed upon between the Union and the Employer.

2. Whenever an employee is laid off or fired he must be paid in full, all monies owed, and can request a lay off slip, attached form to be used.

Lay Off Procedure Form

It is agreed that upon termination of employment the Employer will give written notification to the employee stating the reason for termination. The termination slip shall be given to the employee with his wages.

TERMINATION OF EMPLOYMENT

This is notification of termination of employment by this Employer:

Last Name _____ First _____ Middle Initial _____

Address _____ City _____ State _____

REASON FOR TERMINATION

Voluntary Quit Failure to report Insubordination

Reduction in Force Frequent loss of time

Lack of production Injury or sickness

Other (explain) _____

Employer _____ By _____ Date _____

3. The Employer agrees to notify the Union twenty-four (24) hours in advance prior to reduction in force.

4. Once a member reports to work and is laid off due to a reduction in force, he must be given the opportunity to complete the day's work or be paid for eight (8) hours. When terminated a man must be allowed one-half (1/2) hour to pick up tools.

5. Any employee terminated for disciplinary action must be paid in full for hours worked, plus one-half (1/2) hour to allow him to collect his personal tools.

**PARAGRAPH NO. 17
STANDARD CONCESSIONS**

SCOPE

1. All jobs shall be considered "standard concession" jobs, unless the job is covered by a project agreement or designated a non-concession job by Local Union 100. The term "standard concession" shall apply only to those concessions listed in the provisions of this Addendum. The following procedures will be followed to assure both the Employer and the Local Union that all Employers are bidding the jobs the same way.

- A. The Union office will be responsible for qualifying union jobs and advising the Contractor's Association office of these union jobs and of any project agreements.
- B. The Employer will be required to contact the Union office if any additional concessions are needed to obtain a particular job.
- C. It will be the responsibility of the Employer to contact the Contractor's Association office or the Union office for information on any jobs with additional concessions, or if a job has a project agreement.

- D. Local Union 100 will record all concession jobs both standard and amended, and will log all project agreements.
- E. All contractors working in the Baltimore jurisdiction will supply upon request of business agent, a complete payroll report of all employees working in Local 100, within seventy-two (72) hours.

PROVISIONS

- A. All classified/specialty workers shall become and remain members of the Union within thirty (30) days after employment. All classified/specialty workers will file application and be referred from the Union office before reporting to work.
- B. In the event classified/specialty workers could not be used on any Addendum job or in the shop, classified/specialty workers can be used to drive trucks for delivery of sheet metal products to job or shop and can be used to unload and place materials on designated floor for storage.
- C. Classified/specialty workers may not perform shop layout, drawing, welding and supervision.
- D. The Employer may employ classified/specialty workers at a ratio of one (1) journeyman to one (1) classified/specialty worker on a company wide basis, provided the job is fabricated by the Employer in the jurisdiction of Local 100.

PARAGRAPH NO. 18 BALANCING

1. Testing and/or balancing of all air handling equipment and air distribution systems, testing and balancing of hydronic systems, vibration testing, sound testing and analysis, pneumatic and electrical temperature control testing, air and water pollution field testing, system test and evaluation, and system validation shall be the work of journeymen sheet metal workers and registered apprentices. This includes the adjustment, installation and replacement of motor and fan pulleys and performing all necessary voltage and ampere readings to accomplish the above.
2. The term(s) or designation of "test and balance technician" or "apprentice technician" may be used in lieu of sheet metal journeyman or sheet metal apprentice with the understanding that these employees will be covered under this Collective Bargaining Agreement in all respects.
3. "Service work" shall be defined as work on existing systems which has been completed for a period in excess of one (1) year. Service work shall be covered by the rates of pay, rules and working conditions as outlined in this Collective Bargaining Agreement.
4. Journeymen sheet metal workers and registered apprentices must sign and bear their signature and membership number on balancing reports.
5. Journeymen sheet metal workers and registered apprentices may consult an engineer when necessary.

6. It is agreed that the Employer and the Union together shall establish standards of qualifications for balancing technicians in accordance with industry guidelines and standards.

**PARAGRAPH NO. 19
HEALTH AND SAFETY**

1. The health and safety of the union contractor and union construction worker is a matter of serious concern for the Contractors and members of the Baltimore Area of Sheet Metal Workers' Local Union 100.
2. The Contractors and Union are dedicated to the development and maintaining drug and alcohol programs and policies which will help maintain a safe and healthy work place for all union members and employees.

**PARAGRAPH NO. 20
SHEET METAL WORKERS' LOCAL 100 SCHOLARSHIP FUND**

1. The purpose of the Sheet Metal Workers' Local 100 Scholarship Fund is to provide scholarships for the dependents of the membership.
2. There shall be a one cent (\$0.01) per hour check off on journeymen, apprentices and classified/specialty workers for all hours worked.
3. This check off will be paid in conjunction with the Organizing Assessment and Apprentice Organizing Assessment.

**PARAGRAPH 21
SMACNA FUND**

1. The Contractors signatory to this agreement pledge their cooperation and support to the provisions of the Fund policies and programs which eliminate problems and promote a healthy growth of the sheet metal industry in the jurisdiction covered by this Agreement.
2. Contractors who have become bound by the Agreement, either through their association or by execution of this Agreement independently, will pay seventeen cents (\$0.17) per man-hour* worked for the first year of this contract. This amount will increase by two cents (\$0.02) per year beginning July 1, 2012. The two cent (\$0.02) increases will continue yearly for the duration of this Agreement.

Payment shall be made to SMACNA Mid-Atlantic Chapter by the Contractors by the twentieth (20th) day of the month following the month during which the work was performed. It is understood and agreed that if a Contractor fails to make a payment by the twentieth (20th) day of the month interest and all expenses incurred by SMACNA Mid-Atlantic Chapter in collecting said Funds including, but not limited to, reasonable attorney's fees, accounting fees, and court cost must also be paid.

All payments are to be made to SMACNA Mid-Atlantic Chapter and shall be remitted as designated by SMACNA Mid-Atlantic Chapter.

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

*includes hours worked by journeymen, apprentice and classified/specialty workers