



AGREEMENT BETWEEN

**INTERNATIONAL ASSOCIATION
OF SHEET METAL, AIR, RAIL & TRANSPORTATION
WORKERS, LOCAL UNION No. 100 - SM
AND THE**

**WESTERN MARYLAND SHEET METAL
CONTRACTORS ASSOCIATION**

FOR THE CUMBERLAND, MARYLAND AREA

**EFFECTIVE
November 1, 2019 THROUGH October 31, 2023**

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STANDARD FORM OF UNION AGREEMENT

Sheet Metal, Roofing, Ventilation and Air Conditioning Contracting Divisions Of the Construction Industry

Agreement entered into this 1st day of November 2019 by and between Western
Maryland Sheet Metal Contractors Association, and/or

hereinafter referred to as the "Employer," and Local Union No. 100 of International Association of Sheet Metal, Air, Rail and Transportation Workers hereinafter referred to as the "Union," for the District of Columbia; the ENTIRE state of Maryland and Virginia (with the exception of Buchanan, Dickenson, Lee, Russell, Scott, Smyth, Tazewell, Washington and Wise Counties, Virginia); and West Virginia Counties of Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral and Morgan.

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

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 material used, including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all air-handling equipment and duct work; (d) the preparation of all shop and field sketches, whether manually drawn or computer assisted, used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches, and; (e) all other work included in the jurisdictional claims of the International Association of Sheet Metal, Air, Rail and Transportation Workers.

SECTION 2. In the event the Union is unable to supply qualified journeymen in sufficient numbers, the Employer may obtain the drawings and sketches from other sources until qualified journeymen are available. It shall be the sole discretion of the Employer to determine if journeymen are qualified.

SECTION 3. This Agreement covers the rates of pay and conditions of employment of all employees of the Employer engaged in the construction industry. This section does not apply to those employees of the Employer that are covered under a separate collective bargaining agreement with other unions prior to the execution of this 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 persons 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 provision 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 the 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 Local 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. List of such specific items, which may be revised from time to time, as agreed to by and between Sheet Metal and Air Conditioning Contractors National Association and the International Association of Sheet Metal, Air, Rail and Transportation Workers, shall be provided to the Employer.

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. (Also see Area Addendum.)

ARTICLE 5 MEMEBERSHIP 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 the Agreement the Labor Management Relations Act of 1947, shall be amended by Congress in such manner as to reduce the time within which an employee may be required to acquire union membership, such reduced time limit shall become immediately effective instead of, and without regard to, the time limit specified in Section 1 of this Article.

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

ARTICLE 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 4:30 p.m. with one-half (1/2) hour unpaid lunch. By written agreement the Union and the Employer may change the established work day to provide greater flexibility. Once the regular work week has been established on Monday, the regular work week cannot be changed until the start of the next regular work week.

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 or four (4) consecutive ten (10) hours day of labor in the shop or on the job, beginning on Monday.

The first eight (8) hours of a five (5) consecutive eight (8) hour work week or ten (10) hours worked of a four (4) ten hour work week shall be paid at the straight time hourly rate. When working a regular four (4) consecutive ten (10) hour work week and the contractor has work available on Friday, all hours worked on Friday shall be paid at one and one-half (1- ½) times the hourly rate. Exceptions will be made if the Contractor made available forty (40) hours during the regular work week and a sheet metal worker did not work all available hours. That sheet metal worker will be paid at the straight time hourly rate until he has accumulated forty (40) hours of regular straight time. All remaining hours worked on Friday will be paid on one and one-half (1 ½) times the hourly rate.

When weather is a factor and has prevented sheet metal workers from working forty (40) hours during the regular work week, and the Contractor has work available, sheet metal workers may, at their option, work make-up days beyond the regular work week to equal forty (40) hours at regular pay. When working five (5) eight (8) hour days, Saturday may be used for a make-up day. When working a regular four (4) ten (10) hour work week, Friday may be used as a make-up day.

SECTION 3. Architectural and roofing sheet metal 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 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 regular 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 working hours and the established work week shall be paid at one and one-half (1- 1/2) times the hourly rate, with the exception of the circumstances covered in Section 2. All work performed on Sundays and holidays shall be paid at two (2) times the hourly rate.

SECTION 6. In the event that a holiday falls in a regular 4-10 work week, Friday will not be used as a make-up day unless all hours worked are paid at one and one-half (1- 1/2) times the hourly rate.

SECTION 7. Personal use of cell phones will not be allowed during normal working hours.

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 at quitting time. As an alternative to the foregoing method, travel expenses may be paid by a zone or other method of payment. If this alternative method is used, it will be as provided in a written addendum attached hereto.

ARTICLE 8 GENERAL CONDITIONS

SECTION 1. The minimum rate of wages for journeymen sheet metal workers, apprentices, and classified/specialty 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, apprentices or classified/specialty workers within the jurisdiction of the Union, or elsewhere, for erection and/or installation within the jurisdiction of any other local union affiliated with the International Association of Sheet Metal, Air, Rail and Transportation Workers, whose established wage scale is higher than the wage scale specified in this agreement, the higher wage scale of the job site union shall be paid to the journeymen, apprentices and classified/specialty workers employed on such work in the home shop or sent to the job site.

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

1. Ventilators
2. Louvers
3. Automatic and fire dampers
4. Radiator and air conditioning unit enclosures
5. Fabricate 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 provision of Sections 2 of this Article will not be applicable to the manufacture of spiral pipe and fittings for high pressure systems.

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

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

If employees are sent into an area where there is no local agreement of the International Association of Sheet Metal, Air, Rail and Transportation Workers covering the area, then the minimum conditions of the home local shall apply.

SECTION 7. In applying the provision 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.

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. This is a list of tools that all sheet metal workers are expected to purchase:

- Tin snips
- Tinner's friend
- Tinner's hammer
- Straight screwdriver
- Vice grips
- 3/8" socket set
- Drift pin
- Hand tongs
- Tool box or bag
- Tool belt with pouches
- Crescent wrench – 10"
- Utility knife
- 25' tape measure
- Combination square
- Dividers
- Metal scribe

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 the 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 to transport in his personal vehicle the following tools: pistol grip electric drill, extension cord, electric hammer, Whitney punch, or soldering irons assigned by this Employer. Any employee may refuse to transport such tools belonging to the Employer in his personal car and he shall not be subject to any disciplinary action, retaliation or discharge for such refusals. If a charge is made that an Employer has taken retaliatory action 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 within 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 vehicles.

When Employers furnish a car, station wagon or pick-up truck to any employee for personal use and travel, said vehicle may be used to transport tools and materials.

ARTICLE 10 GRIEVANCES

SECTION 1. Grievances of the Employer or the Union arising out of interpretation or enforcement of this Agreement, shall be settled between the Employer directly involved and the duly authorized representative of the Union, if possible. An Employer may have the local employer's 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 thirty (30) calendar days of first knowledge of the facts giving rise to the grievance.

SECTION 2. Grievances not settled as provided in Section 1 of this Article may be appealed by either party to the Local Joint Adjustment Board having jurisdiction over the parties, and such board shall meet promptly on a date mutually agreeable to the members of the Board, but in no case more than fourteen (14) calendar days following the request for its services, unless the time is extended by mutual agreement of the parties or Local Joint Adjustment Board. The Board shall consist of an equal number of representatives of the Union and of the local employer's association 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. Except in the case of a deadlock, a decision of the Local Joint Adjustment Board shall be final and binding.

Notice of appeal to the Local Joint Adjustment Board shall be given within thirty (30) days after termination of the procedures prescribed in Section 1 of this Article, unless the time is extended by a mutual agreement of the parties.

SECTION 3. Grievances not disposed of under the procedure prescribed in Section 2 of this Article, because of deadlock, or failure of such Board to act, may be appealed jointly or by either party to a Panel consisting of one (1) representative appointed by the labor co-chairman of the National Joint Adjustment Board and one (1) representative appointed by the management co-chairman of the National Joint Adjustment Board. * 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 provision 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 the co-chairmen of the National Joint Adjustment Board.

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

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

SECTION 6. In the event of non-compliance within thirty (30) calendar days following the mailing of a Local Joint Adjustment Board, a local party may enforce the award by any legal means, including proceeding in a court of competent jurisdiction in accordance with applicable state and federal law. The prevailing party in litigation to enforce an award shall be entitled to its cost and attorney's fees in addition to such other relief as is directed by the courts.

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

**All correspondence to the national joint adjustment board shall be sent to the following address: National Joint Adjustment Board, P.O. Box 220956, Chantilly, Virginia 22022-0956.*

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 Employer and three (3) of the members shall be selected as representatives of the Union. 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, laying off and hiring, and working conditions of duly qualified apprentices, and the operation of an adequate apprentice system to meet the needs and requirements of the trade. Said rules and regulations when formulated and adopted by the parties hereto shall be recognized as part of this Agreement. It is hereby mutually agreed to by both parties hereto that they will individually and collectively cooperate to the extent that duly qualified apprentices be given every opportunity to secure proper technical and practical educational 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. All West Virginia state prevailing wage work will be worked on the basis of one (1) apprentice for each two (2) 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 and 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.

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

SECTION 6. The Employer shall not place more than one (1) apprentice to each journeyman on any job site. The Employer may not employ more than one (1) apprentice to three (3) journeymen on a company-wide basis.

SECTION 7. No apprentice may be laid off for lack of work unless there is more than one (1) apprentice to each three (3) journeymen. 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 training and skill involved to perform a task.

SECTION 9. The first and second year apprentice shall be required to work six (6) months for a contractor doing other than HVAC work, when 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 a Local JATC. Therefore, the trustees of the Fund and Local JATC shall adopt and implement a scholarship loan agreement program which will require apprentices and journeymen employed by signatory Employers to repay the cost of training either by service following training within the union sector or the industry or by actual repayment of the cost of training if the individual goes to work for a non-signatory employer in the sheet metal industry. The cost of training shall include the reasonable value of all 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 that agreement and trust agreements.

SECTION 2. Except as provided in Paragraph 16 of the Washington, D.C. Area Addendum, Employers employing Local 100 members or apprentices shall pay the amounts required by the fringe benefit funds directly to those funds in which that member or apprentice participates.

SECTION 3. 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 4. 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 actions of the trustees in administering such Trust Funds in accordance with the Trust Agreements and rules adopted.

SECTION 5. 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. Holidays shall be observed as described in the Area Addendum.

SECTION 2. All Sundays shall be considered holidays.

SECTION 3. All work performed on holidays and Sundays 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 representative shall have access to any shop or job site where the 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 the said authorization, the amount 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, apprentices and classified/specialty workers. The report shall indicate the amount of deductions made on behalf of the individual employee. All checks should be made payable to the International Association of Sheet Metal, Air, Rail & Transportation Workers, Local Union No. 100 - SD General Fund. It is agreed that the payments be made in accordance with the Area Addendum. (See Paragraph No. 13)

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 in the following form:

"I hereby assign to Local Union No. 100 of the International Association of Sheet Metal, Air, Rail and Transportation Workers, AFL-CIO, any dues, including initiation, and monthly assessments in such sum as may be established from time to time by said local union in accordance with the Constitution of the International Association of Sheet Metal, Air, Rail and Transportation Workers. 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 Employer 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 for the period of each succeeding applicable Agreement between the Employer and the Union whichever shall be shorter, unless written notice is given by me to the Employer 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 Employer and the Union whichever occurs sooner.

"This authorization is made pursuant to the provision of Section 302 (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, office/property, promotion or other terms, or conditions of employment against any individual on the basis of race, color, religion, sex, age, national origin, or marital status.

**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 AND PARKING

SECTION 1. In addition to Article 7 in the Standard Form of Union Agreement, mileage compensation shall be calculated at the current mileage rate established by the Internal Revenue Service. This rate per mile is to be paid to mechanics, apprentices and classified/specialty workers for driving personal vehicles during working hours from shop to job, job to shop, or job to job for man and personal tools only.

SECTION 2. When a mechanic, classified/specialty worker or apprentice 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.

SECTION 3. If the job site or shop requires sheet metal workers to park more than one half (1/2) of a mile from the job or shop the Employer shall provide transportation to said job or shop and back to the designated employee parking.

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. The Union will notify the Employer in writing.

SECTION 2. Fund trustees shall accept and use Fund contributions for the purpose determined by the membership, provided the purpose is not contrary to any and all governmental laws or regulations.

ARTICLE 23
LOCAL 100 APPRENTICE AND JOURNEYMAN TRAINING FUND

SECTION 1. The Employer and Union jointly agree to maintain and operate through a Trust Agreement an Apprentice Trust Fund for the jurisdictional area as described in the Area Addenda.

SECTION 2. The purpose of the Trust Fund is for the education and training of building trade 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 the 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 trade apprentices and journeymen sheet metal workers.

SECTION 6. The contribution rate shall be established in the attached 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)

SECTION 1. Effective as of the date of this Agreement the Employers will contribute to the I.T.I. for the Sheet Metal and Air Conditioning Industry twelve cents (\$0.12) per hour for each hour worked by each journeymen and apprentice 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 the National Benefit Funds.

SECTION 2. Effective as of the date of this Agreement the Employers will contribute to the National Energy Management Institute Committee, a joint administered Trust Fund, three cents (\$0.03) per hour for each hour worked by each journeymen and apprentice 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 the National Benefit Funds.

SECTION 3. Effective as of the date of this Agreement the Employers will contribute to the Sheet Metal Occupational Health Institute Trust two cents (\$0.02) per hour for each hour worked by each journeymen and apprentice 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 the purposes of collection and transmittal through the Sheet Metal Workers' National Benefit Funds.

SECTION 4. The parties agree to be bound by the separate Agreement and Declarations of Trusts establishing the I.T.I. for the Sheet Metal and Air Conditioning Industry, the National Energy Management Institute Committee, and the Sheet Metal Occupational Health Institute Trust, and the Industry Fund of the United States and the separate Agreements and Declaration Of Trust of all other local or national programs to which it has been agreed that contributions will be made. In addition, the parties agree to be bound by any amendments to said Trust Agreement 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 5. The parties authorized the trustees of all national funds to cooperatively establish uniform collection procedures to provide for effective operation of the various national trusts.

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 and jobsites Employers shall provide clean and regularly maintained toilet facilities, heat, proper lighting, and fresh chilled drinking water. At all job locations the Employer shall provide fresh drinking water. Between April 1, and September 1, the water shall be chilled or iced. Drinking cups shall be provided by the Employer. Cups and water shall be on the job within one-half hour after starting time.

SECTION 2. The Employer will provide hand cleaner and towels for the sheet metal workers to clean their hands.

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 representative any violation of the Agreement or the Constitution and Ritual of the International Association of Sheet Metal, Air, Rail and Transportation Workers. 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 supervision, provided, however, the shop steward is qualified to perform the particular type of work that remains to be completed, unless it is mutually agreed upon 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 forty-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.

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 shift rate.

SECTION 6. (A) The regular work day shall be considered the first shift and shall consist of eight and on-half (8 ½) hours, eight (8) hours at regular rate of pay and one-half (1/2) hour as an unpaid lunch period.

(B) When two (2) shifts are required the second shift shall begin at the end of the first shift. The second shift shall consist of eight and one-half (8 ½) hours at the regular rate of pay and one-half (1/2) hours as an unpaid lunch period. All members working on second shift shall receive a one dollar (\$1.00) per hour shift rate premium.

(C) When a third shift is required the third shift shall begin at the end of the second shift. The third shift shall consist of eight and one-half (8 1/2) hours at the regular rate of pay and one-half (1/2) hour as an unpaid lunch period. All members working on third shift shall receive a dollar twenty-five cent (\$1.25) per hour shift rate premium.

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 SHOWUP 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 works over the two (2) hours, he will receive pay for actual hours worked.

SECTION 3. These provisions, however, shall not apply under conditions where the Employer has notified the employee in sufficient time to prevent the employee from driving from his home to the shop or assigned job site.

SECTION 4. If an employee is subject to a drug test as a condition of employment the Contractor will compensate the employee for actual time lost as agreed upon by the Employer and the Union. In the event that a sheet metal worker would fail the pre-employment drug test, the Employer will not be responsible for the lost time to take the test.

ARTICLE 31 SAFETY/CELL PHONE USAGE/SMOKING

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

SECTION 2. The Employer will provide new or refitted hard hats and any and all safety equipment required to perform work in a safe manner. Hard hats will be worn on all jobs. Each individual will be responsible for his/her hard hat.

SECTION 3. In as much 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 government authority pertaining to any 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 said 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 employee will abide by the Employer's drug policy.

SECTION 7. The use of personal cell phones will not be allowed during working hours with the exception of break time or lunch time.

SECTION 8. At no time should an employee leave his designated work area for the purpose of smoking with the exception of the regularly scheduled break and lunch time.

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 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. The above statement will apply only to those sheet metal workers employed in the shop or job site who can perform the work that is required. No one shall be sent to a job or shop where overtime is being performed unless all qualified 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 or shop shall be added to the bottom of the overtime rotation list.

SECTION 3. Should overtime be required for the 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. 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 persons 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.

SECTION 5. (Rest Periods). A fifteen (15) minute paid break will be designated two (2) hours after the start of the regular work day or work shift. The exact time of this break can be mutually agreed upon by the Union and the Contractor. Should overtime be required beyond the regular work day, five eight (8) hour days or four ten (10) hour days, there will be a fifteen (15) minute break before continuing with any overtime work. There will also be a fifteen (15) minute break taken after each additional three (3) hours of overtime is worked.

**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. (Also see Arca Addendum).

**ARTICLE 34
WORK PRESERVATION**

SECTION 1. In accordance with Resolution No. 78 adopted September 3, 1982, at the Sheet Metal Worker's International Association's general convention, the business manager or his representatives may grant any concessions necessary to provide increased work opportunities for building trade 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 by a representative of the area sheet metal contractors. It shall be the Employer's responsibility to obtain the concession from either the Union office of 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**

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. In the event the Union is unable to supply qualified journeymen in sufficient numbers, the Employer may obtain the drawing and sketches from other sources until qualified journeymen are available. It shall be the sole discretion of the Employer to determine if journeymen are qualified.

ARTICLE 37
TWO HOURS OFF FOR LOCAL 100 GENERAL ELECTION

SECTION 1. All International Association of Sheet Metal, Air, Rail & Transportation Workers, Local Union No. 100 - SD Cumberland Area members shall take two hours off to vote in the Local 100 general election. All members voting must be paid for these two (2) hours. The Local Union, upon request, is to furnish to the Employer a list of the members who fail to vote. In order to alleviate problems for the Contractor during shutdown or overtime situations, the Contractor will specify that the two (2) hours off to vote be taken at the beginning or end of the work shift.

ARTICLE 38
COMPANY SHED OR BOX

SECTION 1. The Employer shall provide a gang box equipped with concealed protected locks for both the Employer's and mechanics' tools on any job large enough to require the storage of tools and equipment overnight. The Contractor agrees that if the company gang box or company shed containing employee tools on the jobsite or in the shop is broken into and the tools are stolen, the company will pay a flat three hundred dollars (\$300) per journeyman and apprentice for their lost tools. A police report stating forced entry on the report must be filed in order for the Contractor to be held responsible for the loss. All journeymen and apprentices must have all required hand tools as listed on the tool list for sheet metal apprentices and journeymen (See Article 9, Section 1 for list of tools.)

SECTION 2. Between October 1st, and May 1st, the Employer will provide a heated break area on all jobs. If there is a pre-existing heated area located on the job site, the men shall utilize this area for a break and change area unless extenuating circumstances prevent its use.

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 enter upon any property involved in a primary labor dispute or refuses to go through or work behind any primary picket line, including the primary picket line of the Union party to this Agreement and including primary picket lines at any job site or shop where the Employer is working.

ARTICLE 41
REPORTING JOB AND LOCATION

SECTION 1. The Employer shall submit to the Union office a work form for all jobs over Twenty-five Thousand Dollars (\$25,000) (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:

- Name of Job
- Location of Job
- Approximate Starting Date
- Approximate Man-Hours

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

ARTICLE 42
TEMPORARY OPERATION OF FAN EQUIPMENT

SECTION 1. Operation of fan equipment for maintenance of temporary heat, ventilation, air conditioning, 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 trade 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.

**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 employee 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, exercises either direct or indirect control of labor policies of such other entity, the terms and conditions of this Agreement shall be applicable to all such work.

The above is only applicable to job site work as that term is used under the construction industry provision to Section 8 (e) of the National Labor Relations Act.

With respect to the performance for the Employer of any non-job site work of the type covered by this Agreement, the non-signatory entity described above shall observe the equivalent of the economic terms of this Agreement only. Failure to comply with this Paragraph shall subject signatory Employer to remedies to be determined only through the grievance procedure culminating in arbitration, and without recourse to strikes.

**ARTICLE 44
EMPLOYER AGENTS**

SECTION 1. The Employer agrees that they 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, 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 condition 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

SECTION 2. 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. 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 men to the contractor involved.

**ARTICLE 46
CORE DRILLING**

SECTION 1. It is further agreed that core drilling pertaining to sheet metal work will be the work of sheet metal workers. This requirement may be waived on a job to job basis by mutual agreement.

**ARTICLE 47
EXPLOSIVE EQUIPMENT**

SECTION 1. Only members that have received special training in safety will be permitted to use explosive equipment.

**ARTICLE 48
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 there is not sufficient time for the employee to return to work the day of the injury it is agreed that he will be paid wages for the full day if he returns to work on the next regularly scheduled work day. It is also agreed that the injured employee shall be allowed sufficient time during working hours to make all follow up visits pertaining to this injury. The employee shall be paid for all time lost during regularly scheduled work hours while making a medical follow-up.

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 terms of this agreement. Employers further authorize the International Association of Sheet Metal, Air, Rail & Transportation Workers, Local Union No. 100 - SD 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 herein, the Employer agrees to provide an appropriate report form on all jobs and in the shops.

ARTICLE 49
MUTUAL COOPERATION IN OBTAINING SHEET METAL WORK

SECTION 1. The Employer will make every effort to bid all work which is under the jurisdiction claimed by the International Association of Sheet Metal, Air, Rail and Transportation Workers on all projects.

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

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 contractors 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 50
TAX COMPUTATION

SECTION 1. For the purpose of computing federal or state withholding taxes and federal old age benefit taxes, the hourly wage rate for journeymen sheet metal workers and apprentices shall be hourly wage rate set forth in this Agreement.

ARTICLE 51
CLASSIFIED/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 sheet metal workers.

SECTION 2. The minimum hourly rates and fringe benefits for classified/specialty sheet metal workers shall be determined in the Addendum of this Agreement.

SECTION 3. For the purpose of providing work for union members and making the Employer competitive on certain types of projects, the Union may specify items of work to be performed by classified/specialty sheet metal workers at a job site or in the shop on a job by job basis. Such specific items may be revised from time to time at the Union's discretion.

SECTION 4. It is agreed that no employee now working for any Employer will suffer a reduction in wages due to being accepted into Local 100's building trade apprenticeship program.

SECTION 5. Classified/specialty workers may do all general sheet metal work except perform shop layout, drawing, welding, supervision, and they cannot be the primary operator of major power equipment in the shop. All classified/specialty workers will be under the supervision of a journeyman.

SECTION 6. Classified/specialty workers are not permitted to work on federal Davis-Bacon projects or state prevailing wage projects. This applies to the job site work only.

ARTICLE 52
AGREEMENT FOR VOLUNTARY RECOGNITION

SECTION 1. 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 of its employees.

ARTICLE 53
SAVINGS CLAUSE

SECTION 1. In as much as this Agreement is subject to any and all governmental laws, rules and regulation, 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 54
EFFECTIVE DATE AND TERMINATION OF CONTRACT

SECTION 1. This Agreement, Addendum Or Addenda, and Trust Agreements attached hereto shall become effective on the 1st day of November 2019, and remain in full force and effect until the 31st day of October 2023. and shall continue in force from year to year thereafter unless written notice of reopening is given not less than ninety (90) days prior to the expiration date. In the event such notice of reopening is served, this Agreement shall continue in force and effect until conferences relating thereto have been terminated by either party by written notice.

SECTION 2. Notwithstanding any other provisions of this Article, or any other Article of this Agreement, whenever an amendment to the Standard Form of Union agreement shall be adopted by the sponsoring national association, 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.

SECTION 3. Each Employer hereby waives any right it may have to repudiate this Agreement during the term of the Agreement, or during the term of any extension, modification or amendment to this Agreement.

SECTION 4. By execution of the Agreement the Employer authorized the Western Maryland Sheet Metal Contractors Association to act as its collective bargaining representative for all matters relating to this Agreement. The parties agree that the Employer will hereafter be a member of the multi-employer bargaining unit represented by said association unless this authorization is withdrawn by written notice to the association and the Union at least one hundred fifty (150) days prior to the then current expiration date of the Agreement.

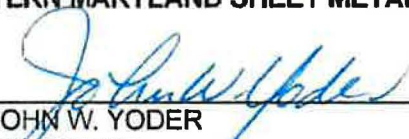
In witness whereof, the parties hereto affix their signatures and seal this 1st day of November 2019.

INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL & TRANSPORTATION WORKERS, LOCAL UNION NO. 100 - SD



BY: RICHARD D. LABILLE, III
BUSINESS MANAGER/PRESIDENT

WESTERN MARYLAND SHEET METAL CONTRACTORS ASSOCIATION

BY: 
JOHN W. YODER
PRESIDENT

Walter N. Yoder & Sons, Inc.
COMPANY NAME

PO Box 1337, 16200 McMillen Hwy SW
COMPANY ADDRESS

Cumberland Md 21502
CITY, STATE & ZIP CODE


301-729-0610
COMPANY PHONE NUMBER

BY: 
SIGNATURE

PRINT NAME OF COMPANY SIGNER: John W. Yoder, Pres.

President
TITLE OF AUTHORIZED COMPANY REPRESENTATIVE

INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL & TRANSPORTATION WORKERS, LOCAL UNION NO. 100 - SM

BY: 

SIGNATURE & TITLE OF AUTHORIZED UNION REPRESENTATIVE

EFFECTIVE DATE: 11/1/2019

TERMINATION DATE: October 31, 2023

CUMBERLAND AREA ADDENDUM

PARAGRAPH 1

The jurisdictional Area of this Addendum shall be as follows: The Maryland Counties of Allegany, Garrett, and Washington, the West Virginia Counties of Hardy, Berkeley, Grant, Hampshire, Jefferson, Mineral and Morgan.

PARAGRAPH 2 WAGE RATES

SECTION 1. Except for Sundays, holidays and shift work, all work performed outside the regular work day and regular work week shall be paid at one and one half (1 ½) times the regular hourly rate of pay.

SECTION 2. It is agreed that journeymen sheet metal workers, registered apprentices, and classified/specialty workers shall be in the shop or on the job at the designated starting time regardless of the location in the jurisdiction of this Addendum. That circles be described using the City Hall of Cumberland, Maryland as a center and various radii throughout the entire jurisdiction shall establish zones for the purpose of determining wages for journeymen sheet metal workers and apprentices.

PARAGRAPH 3 FOREMEN

SECTION 1. It is agreed that Employers shall designate foremen from Local 100 members to supervise work in the shop and field and on all shifts as follows:

- A. One to two (1-2) men on the job or shop, one (1) man shall be designated foreman and shall receive one dollar and fifty cents (\$1.50) per hour above the established scale.
- B. On each job or shop requiring three (3) to seven (7) men, one man shall be designated foreman and shall receive three dollars and fifty cents (\$3.50) per hour above the established scale.
- C. On each job or shop requiring eight (8) men, one (1) man shall be designated General Foreman and receive four dollars (\$4.00) per hour above the established scale. There will also be one (1) man designated as foreman and he shall receive three dollars and fifty cents (\$3.50) per hour above the established scale.
- D. On each job or shop requiring twenty (20) men, one (1) man shall be designated general foreman and receive four dollars (\$4.00) per hour above the established scale. There will also be one (1) man designated as a foreman and he shall receive three dollars and fifty cents (\$3.50) per hour above the established scale. One (1) man will also be designated as a sub-foreman, and he shall receive three dollars and fifty cents (\$3.50) per hour above the established scale. For each additional eight (8) men over twenty (20) men, the Employer shall designate a sub-foreman who shall receive three dollars and fifty cents (\$3.50) above the established scale.
- E. Increases for general foreman, foreman and sub-foreman shall begin on the first day following assignment of men to a given job.

- F. No employee shall be required to work under the direct supervision of a person who is not a member of the International Association of Sheet Metal, Air, Rail and Transportation Workers.

**PARAGRAPH 4
PAYMENT OF WAGES**

SECTION 1. Weekly wages shall be paid in cash or checks. Employers will be responsible for all lost time. Wages paid in cash shall be paid on Friday of each week before the established quitting time. Wages paid by check shall be paid on Thursday of each week before the established quitting time. Where checks are used, the Employer shall provide facilities for cashing checks without cost to the employee.

SECTION 2. Wages shall be accompanied by a pay slip containing all hours worked and all payroll deductions. No more than five (5) days' pay may be withheld.

SECTION 3. When a holiday falls on Thursday or Friday the preceding workday will be considered pay day. The day before Thanksgiving will be considered pay day.

SECTION 4. Whenever any employee is laid off or fired he shall be paid in full all monies owed.

SECTION 5. The Union may withdraw all members from the Contractor'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 they 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 member from the Contractor's employment, the Employer still must pay eight (8) hours pay for six (6) days or until members receive their regular wages. The Employer shall be responsible for all expenses incurred by the Union of 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.

**PARAGRAPH 5
LAY OFF PROCEDURE**

SECTION 1. 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 _____

SECTION 2. The Employer agrees to notify the Union and the Local 100 members employed on the job or shop the previous day in advance prior to reduction in force.

SECTION 3. Once a member reports to work and is laid off due to a reduction in force, he shall be given the opportunity to complete the days work or be paid for eight (8) hours. When terminated a man shall be given one half (1/2) hour to pick up his personal tools. Any time a member is laid off due to a reduction in force while working under any type of project agreement, or working for any Employer performing work for New Page, he will remain on the job site until regular quitting time.

SECTION 4. Any employee terminated for disciplinary action shall be paid in full for all hours worked, plus one half (1/2) hour to allow him to collect his personal tools.

PARAGRAPH 6 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 of 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.

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 shift rate.

SECTION 6. 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 an unpaid lunch period.

When two (2) shifts are required the second shift shall begin at the end of the first shift. The second shift 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 an unpaid lunch period. All members working on second shift shall receive one dollar (\$1.00) per hour shift rate premium.

When a third shift is required the third shift shall begin at the end of the second shift. The third shift 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 an unpaid lunch period. All members working on third shift shall receive a one dollar twenty-five cents (\$1.25) per hour shift rate premium.

PARAGRAPH 7 HEALTH BENEFIT FUND

SECTION 1. The Employer shall contribute to the health benefit fund the amount set forth therein for the period indicated.

SECTION 2. Payment shall be made on all hours worked by each journeyman, apprentice and classified/specialty worker covered by this Agreement.

SECTION 3. The contribution rate per hour may be changed, in which event the Agreement shall be amended and all parties notified.

SECTION 4. Payments shall be made to the Fund trustees in accordance with the Declaration of Trust, the Agreement and this Addendum.

**PARAGRAPH 8
NATIONAL PENSION FUND**

SECTION 1. The Employer shall contribute to the National Pension Fund the amount set forth herein for the period indicated. The Employer and the Union, after due negotiation and acceptance by the Local Union membership, now adopt the National Pension Fund's 2008 Alternative Schedule. The 2008 Alternative Schedule is incorporated into this Addendum and is an integral part of this Agreement.

SECTION 2. Payment shall be made on all hours worked by each journeyman and apprentice covered by this Agreement.

SECTION 3. The contribution rate per hour may be changed by Article 22, in which event the Agreement shall be amended and all parties notified.

SECTION 4. Payments shall be made to the Fund trustees in accordance with the Declaration of Trust and this Agreement.

**PARAGRAPH 9
APPRENTICE FUND CONTRIBUTIONS**

SECTION 1. The Employer shall contribute to the Apprentice Trust Fund the amount set forth herein for the period indicated.

SECTION 2. Payments shall be made on all hours worked by each journeyman and apprentice covered by this Agreement.

SECTION 3. The contribution rate per hour may be changed by Article 22, in which event the Agreement shall be amended and all parties notified.

SECTION 4. The payments shall be made to the Fund trustees in accordance with the Declaration of Trust, this Agreement and this Addendum.

**PARAGRAPH 10
401(k) FUND**

SECTION 1. The Employer shall contribute to the Sheet Metal Workers' Local 100 401(k) Fund the amounts set forth herein for the periods indicated in Paragraph 21 of this Agreement.

SECTION 2. Payments shall be made on all hours worked by each journeyman and apprentice covered by this Agreement as outlined in this Agreement. (See Paragraph 21.)

SECTION 3. The contribution rate per hour may be changed by Article 22, in which event the Agreement shall be amended and all parties notified.

SECTION 4. The payments shall be made to the Fund trustees in accordance with the Declaration of Trust, this Agreement and Paragraph 12 of this Agreement.

SECTION 5. Classified/specialty workers and non-bargaining unit employees who are employed by a signatory Contractor may contribute to Sheet Metal Workers' Local 100 401(k) Fund on a voluntary basis.

**PARAGRAPH 11
BALANCING**

SECTION 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 amperc readings to accomplish the above.

SECTION 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.

SECTION 3. "Service work" shall be defined as work on existing systems which have 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.

SECTION 4. Journeymen sheet metal workers and registered apprentices must sign and bear their signature and membership number on balancing reports.

SECTION 5. Journeymen sheet metal workers and registered apprentices may consult an engineer when necessary.

SECTION 6. It is agreed that the Employer and the Union together shall establish standards of qualifications for balancing technicians.

**PARAGRAPH 12
PAYMENT OF FUNDS**

SECTION 1. Payment of the required contributions shall be made by Employers to the trustees of the negotiated Funds. The Fund trustees shall determine when, where and how the contributions are to be paid. It is understood and agreed that if an Employer fails to pay on time any negotiated Funds provided for in this agreement, 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, cost of attachment bonds and court cost must also be paid.

SECTION 2. Should the Employer be in default of payment to the Trust Funds for a period of more than thirty (30) days, the Employer agrees that the trustees shall have the right to audit accounts rccivable, accounts payable, and the assts and liabilities of the Employer in order to determine financial stability. Costs of such audit shall be borne by the Employer including, but not limited to attorney's fees, accounting fees and court costs.

SECTION 3. In addition, such defaulting Employer shall be required to post a bond to insure 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, said 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 not later than Wednesday of the week following the week during which such Funds were withheld.

SECTION 4. 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.

SECTION 5. 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 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.

SECTION 6. If the Employer fails to make payments on the due date a finance charge shall be added to the amounts due. Such finance charges shall be one percent (1%) per month, but no less than the prime rate of interest as determined by the Chase Manhattan Bank, New York, New York. For such purposes the prime rate on January 1, and July 1, of each year shall be the effective rate for the six months following such dates; the first such date being July 1, 1984.

SECTION 7. When the Employer is in default, in addition to the amounts described in Sections 1 through 6, the Employer shall pay all expenses incurred by the Union and/or trustees of the Funds to collect contributions, deductions, interest, liquidated damages, and attorney's fees.

PARAGRAPH 13 DUES CHECK OFF

SECTION 1. Building trade journeyman, Apprentices, and Classified/specialty workers in accordance with Article 16 (Dues Check Off), the Employer agrees to deduct from each journeyman, apprentice and classified/specialty worker for each hour worked assessments as defined in the Collective Bargaining Agreement.

SECTION 2. Should the amounts of the check off change, the Agreement shall be amended and all parties notified thereof.

SECTION 3. Classified/specialty sheet metal workers. Upon receipt of a signed individual authorization (Article 16, Dues Check Off) from any employee 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 who 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.

PARAGRAPH 14
WORK JURISDICTIONS

SECTION 1. When the Employer has any work to be performed outside of 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.

SECTION 2. Journeymen sheet metal workers and apprentices covered by this Agreement or Addendum, shall be paid the highest total wage package of the Agreements or Addendum, 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.

SECTION 3. Apprentices travel, zone pay and board and expenses shall be paid at the full rate, not a percentage of the journeymen wage rate.

SECTION 4. Apprentices shall not be sent to any area that would cause them to miss school.

PARAGRAPH 15
HOLIDAYS

SECTION 1. The following days, or day observed as such, shall be considered as holidays, and work performed on these days shall be paid for at the double time rate.

SECTION 2. All holidays/dates for term of Agreement as follows:

Holidays 2019

Veteran's Day, Monday, November 11, 2019

Thanksgiving, Thursday, November 28, 2019

Christmas, Wednesday, December 25, 2019

Holidays 2020

New Year's Day, Wednesday, January 1, 2020

Good Friday, Friday, April 10, 2020

Memorial Day, Monday, May 25, 2020

Independence Day, Friday, July 3, 2020 (Saturday is July 4th)

Labor Day, Monday, September 7, 2020

Veteran's Day, Wednesday, November 11, 2020

Thanksgiving, Thursday, November 26, 2020

Christmas, Friday, December 25, 2020

Holidays 2021

New Year's Day, Friday, January 1, 2021

Good Friday, Friday, April 2, 2021

Memorial Day, Monday, May 31, 2021

Independence Day, Monday, July 5, 2021 (Sunday is July 4th)

Labor Day, Monday, September 6, 2021

Veteran's Day, Thursday, November 11, 2021

Thanksgiving Day, Thursday, November 25, 2021

Christmas Day, Friday, December 24, 2021 (Saturday is December 25th)

Holidays 2022

New Year's Day, Friday, December 31, 2021 (Saturday is January 1, 2022)
Good Friday, Friday, April 15, 2022
Memorial Day, Monday, May 30, 2022
Independence Day, Monday, July 4, 2022
Labor Day, Monday, September 5, 2022
Veteran's Day, Friday, November 11, 2022
Thanksgiving Day, Thursday, November 24, 2022
Christmas Day, Monday, December 26, 2022 (Sunday is December 25th)

Holidays 2023

New Year's Day, Monday, January 2, 2023 (Sunday is January 1, 2023)
Good Friday, Friday, April 7, 2023
Memorial Day, Monday, May 29, 2023
Independence Day, Tuesday, July 4, 2023
Labor Day, Monday, September 4, 2023

SECTION 3. All holidays shall be observed the same day as the federal government holiday is observed.

SECTION 4. All Sundays shall be at the double time rate

SECTION 5. The Union agrees to observe plant holidays. If a plant observes a holiday that is not a listed holiday, per this Agreement, the Union agrees to honor plant holiday if plant is closed. If the plant permits members to work, they will work on a straight-time basis.

**PARAGRAPH 16
FURNISHING EMPLOYEES**

SECTION 1. The Union agrees to provide qualified journeymen within forty-eight (48) hours (Saturdays, Sundays, and holidays excluded) after a business representative is notified. After forty-eight (48) hours the Employer may obtain sheet metal workers from other sources provided the Employer complies with all other terms of this Agreement.

**PARAGRAPH 17
YOUTH TO YOUTH ORGANIZING PROGRAM & ORGANIZING PROGRAM**

SECTION 1. The Employer agrees to deduct the sum of (see Paragraph 22 for deduction rate) per hour for each hour worked or compensated for, for all apprentice, journeymen and classified/specialty workers. This money shall be used to establish the Local 100 Youth to Youth Organizing Program, per the International Association Constitution and Ritual. The Employer agrees to deduct the sum of (see Paragraph 22 for deduction rate) per hour for each hour worked or compensated for, for all apprentice, journeymen and classified/specialty workers. This money shall be used to establish the Local 100 Organizing Program. Monies shall be made payable to Sheet Metal Workers' Organizing Fund, c/o the designated collection agent in the Washington D.C. Area (Local 100 Washington Area Funds).

**PARAGRAPH 18
NATIONAL STABILIZATION AGREEMENT OF SHEET METAL INDUSTRY**

SECTION 1. The Employer shall make monthly payments of an amount equal to three percent (3%) of the gross earning minus any type of training of each employee subject to this Agreement to the National Stabilization Agreement of Sheet Metal Industry (SASMI) Trust Fund. Gross earning, for purposes of this Agreement, shall mean (a) total wages paid to an employee by the Employer which are reportable by the employee for federal income tax purposes, and (b) any and all contributions paid by such Employer on behalf of the employee to a pension and/or health and welfare fund.

SECTION 2. The Employer agrees to adopt the National SASMI Trust as presently constituted and as the same may be amended from time to time and to be bound by all rules and regulations of the plan as adopted by the trustees, as presently existing and as the same may be amended from time to time.

SECTION 3. For the duration of this Agreement this Paragraph shall become effective upon approval of the membership. The Union shall notify the Employer and the Employer shall deduct the proper amount from the hourly wage rate in effect at the time.

**PARAGRAPH 19
ZONE PAY**

Zone Pay Effective 11/1/2019 through 10/31/2023

All zone pay will be paid in addition to the regular Cumberland Area wage rate. Apprentices and classified/specialty workers shall receive the full amount of zone pay for which they are entitled, not a percentage of the zone pay. The zone pay will be based on the county in which the work is performed:

Base Wage Rate for counties listed in this column	Zone 1 - \$1.00 over base wage rate for counties listed in this column	Zone 2 - \$2.50 over base wage rate for counties listed in this column	Zone 3 - \$3.00 Over base wage rate for counties listed in this column
Allegheny County MD	Garrett County MD	Washington County MD	Berkeley County WV
Hampshire County WV	Grant County WV	Morgan County WV	Jefferson County WV
Mineral County WV	Hardy County WV		

**PARAGRAPH 20
BUILDING TRADES – JOURNEYMEN**

TOTAL PACKAGE 11/1/2019 THROUGH 10/31/2023

11/1/2019	through	10/31/2020	\$49.06
11/1/2020	through	10/31/2021	\$50.56
11/1/2021	through	10/31/2022	\$51.81
11/1/2022	through	10/31/2023	\$53.06

**PARAGRAPH 21
FRINGE BENEFIT CONTRIBUTIONS FOR BUILDING TRADES JOURNEYMEN,
APPRENTICES & CLASSIFIED/SPECIALTY WORKERS**

11/1/2019 THROUGH 10/31/2023

FRINGE BENEFITS PAID ON JOURNEYMEN AND APPRENTICES

1. NATIONAL PENSION FUND

For journeymen	\$ to be determined PER HOUR
For apprentices	\$ (see note*) PER HOUR (also see Paragraph 23)
2. I.T.I. TRAINING, NEMI & SMOHIT FUND

	\$ to be determined PER HOUR
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3. NATIONAL S.A.S.M.I.

	\$ 3% (see note**) PER HOUR
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4. HEALTH FUND

	\$ to be determined PER HOUR
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5. 401(k) PLAN

	\$ to be determined PER HOUR
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6. LOCAL APPRENTICE FUND

	\$ to be determined PER HOUR
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*NOTE The National Pension contribution rate for apprentices will match the actual percentage of the journeymen’s rate that the apprentice holds in the program.

**NOTE: The Cumberland area S.A.S.M.I. contribution rate is calculated by adding the Base wage rate, plus Health, Pension and 401(k) Fund. Take this result multiplied by 3% to find out what the S.A.S.M.I. per hour contribution rate is.

NOTE: All fringe benefits are paid on hours worked.

NOTE: All fringe benefits are paid on all apprentices, regardless of the year.

FRINGE BENEFITS PAID ON CLASSIFIED/SPECIALTY WORKERS

1. I.T.I. TRAINING, NEMI & SMOHIT FUND

	\$ to be determined PER HOUR
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2. CLASSIFIED/SPECIALTY WORKER HEALTH FUND

	\$ to be determined PER HOUR
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NOTE: All fringe benefits are paid on hours worked.

REMITTANCE INFORMATION:

NATIONAL PENSION AND NATIONAL S.A.S.M.I. FUND

Payment shall be remitted as designated by the trustees of the fund, or for purposes of collection and transmittal through: SHEET METAL WORKERS' NATIONAL FUND, P O BOX 79321 BALTIMORE, MD 21279-0321.

I.T.I. FUND. NEMI FUND. AND SMOHIT FUND

Payment shall be remitted as designated by the trustees of the fund, or for purposes of collection and transmittal through: SHEET METAL WORKERS' NATIONAL FUND, P O BOX 79321 BALTIMORE, MD 21279-0321.

CUMBERLAND AREA HEALTH FUND

Payment shall be remitted as designated by the trustees of the fund, or for purposes of collection and transmittal through: SHEET METAL WORKERS' LOCAL 100 HEALTH FUND C/O BENEFITS ADMINISTRATION CORPORATION, 9411 PHILADELPHIA ROAD, STE. S, BALTIMORE, MD 21237. At its option, Local 100 may designate a different Health Fund or health insurance provider and/or third party administrator to which Health Fund contributions are to be paid upon giving the Employer thirty (30) days' written notice of such change.

SHEET METAL WORKERS' LOCAL 100 401(k) FUND

Payment shall be remitted as designated by the trustees of the fund, or for purposes of collection and transmittal through: WILLIAM C. EARHART CO., INC., P.O. BOX 4148, PORTLAND, OR 97208.

CUMBERLAND AREA APPRENTICE FUND

Payment shall be remitted as designated by the trustees of the fund, or for purposes of collection and transmittal through: WILLIAM C. EARHART CO., INC., P.O. BOX 4148, PORTLAND, OR 97208.

PARAGRAPH 22
CUMBERLAND AREA WAGE DEDUCTION/CHECK OFFS*

11/1/2019 THROUGH 10/31/2023

APPRENTICE ORGANIZING	<i>\$ to be determined</i> PER HOUR
DUES CHECKOFF	<i>\$ to be determined</i> PER HOUR
ORGANIZING ASSESSMENT	<i>\$ to be determined</i> PER HOUR
VACATION FUND	<i>\$ to be determined</i> PER HOUR
LOCAL 100 SCHOLARSHIP FUND	<i>\$ to be determined</i> PER HOUR
SMART ASSESSMENT	<i>\$ to be determined</i> PER HOUR

EMPLOYEE 401(k) FUND DEDUCTIONS are voluntary and based on an amount authorized by individual journeymen and apprentices. These deductions may be decided on hire on date and changed one (1) time per year.

Note:

1. Apprentices pay all wage deductions and checkoffs.
2. Classified/specialty workers only pay: Apprentice Organizing, Dues Checkoff, Organizing Assessment, Scholarship Fund and SMART Assessment.

Payment shall be remitted as designated by the trustees of the fund, or for purposes of collection and transmittal through: William C. Earhart Co., Inc., P.O. Box 4148, Portland, OR 97208.

**PARAGRAPH 23
APPRENTICE WAGE RATES**

**APPRENTICE PERCENTAGE OF JOURNEYMEN RATE
11/1/2019 THROUGH 10/31/2023**

FIRST YEAR	1 st – 6 months	45%
FIRST YEAR	2 nd – 6 months	50%
SECOND YEAR	1 st – 6 months	55%
SECOND YEAR	2 nd – 6 months	60%
THIRD YEAR	1 st – 6 months	65%
THIRD YEAR	2 nd – 6 months	70%
FOURTH YEAR	1 st – 6 months	75%
FOURTH YEAR	2 nd – 6 months	80%

APPRENTICE PERCENTAGE OF JOURNEYMEN RATE

The National Pension contribution rate for apprentices will match the actual percentage of the journeymen's rate that the apprentice holds in the program.

FIRST YEAR	1 st – 6 months	45%
FIRST YEAR	2 nd – 6 months	50%
SECOND YEAR	1 st – 6 months	55%
SECOND YEAR	2 nd – 6 months	60%
THIRD YEAR	1 st – 6 months	65%
THIRD YEAR	2 nd – 6 months	70%
FOURTH YEAR	1 st – 6 months	75%
FOURTH YEAR	2 nd – 6 months	80%

PARAGRAPH 24
CLASSIFIED/SPECIALTY WORKERS' WAGE RATES

PERCENTAGE OF JOURNEYMEN RATE
11/1/2019 THROUGH 10/31/2023

FIRST YEAR	minimum wage
SECOND YEAR	minimum wage
THIRD YEAR	minimum wage
FOURTH YEAR	minimum wage
FIFTH YEAR	minimum wage

PARAGRAPH 25
SHEET METAL WORKERS' LOCAL 100 SCHOLARSHIP FUND

SECTION 1. The purpose of the Sheet Metal Workers' Local 100 Scholarship Fund is to provide scholarships for the dependents of the membership.

SECTION 2. There shall be a one cent (\$0.01) per hour check-off on journeymen, apprentices and classified/specialty workers for all hours worked.

SECTION 3. This check off will be paid in conjunction with the Organizing Assessment and Apprentice Organizing Assessment.

PARAGRAPH 26
BONDING LANGUAGE – ALL CONTRACTORS

SECTION 1. All Contractors signatory to this Agreement will be required to post a bond equivalent to the fringe benefit package for a sixty day (60) day period. The Local Union shall establish this amount. On an annual basis the Contractor will be required to increase the amount of the bond if their workforce has increased. Any Contractor not posting a bond shall be required to pay benefits on a weekly basis.