

AGREEMENT BETWEEN



**INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR,
RAIL AND TRANSPORTATION WORKERS, LOCAL NO. 100**

AND



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

FOR THE RICHMOND, VIRGINIA AREA

**EFFECTIVE:
JULY 1, 2017 THROUGH JUNE 30, 2020**

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

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

Agreement entered into this **1st day of July 2017**, by and between Sheet Metal and Air Conditioning Contractors National Association Mid-Atlantic Chapter, any signatory contractor (hereinafter together or separately referred to as the "Employer") and Local Union No. 100 - SM of the 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.

**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 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 International Association of Sheet Metal, Air, Rail and Transportation Workers.

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

ARTICLE 2 SUBCONTRACTING WORK

SECTION 1. No Employer shall subcontract or assign any of the work described herein, which is to be performed at a job site, to any contractor, subcontractor or other 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 provisions of this Agreement, the Employer agrees that when subcontracting for prefabrication of materials covered herein, such prefabrication shall be subcontracted to fabricators who pay their employees engaged in such fabrication not less than the prevailing wage for comparable sheet metal fabrication, as established under provisions of this Agreement.

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

ARTICLE 3 WORK ASSIGNMENT

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

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

SECTION 2. All journeymen, apprentices and classified/specialty workers must have any required licenses from the federal, state, county, etc. as required.

ARTICLE 5 MEMBERSHIP REQUIREMENT

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

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

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

ARTICLE 6 WORKING DAY AND WORKING WEEK

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

SECTION 2. The regular work week shall start on Monday and end on Sunday at midnight. The regular work week shall consist of five (5) consecutive eight (8) hour days in the shop or on the job beginning on Monday. Exceptions in the regular work week will be made for sheet metal workers that are penalized by weather. When weather is a factor, per mutual agreement between employer and employees, work make-up days beyond the regular work week to equal forty (40) hours at regular pay.

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

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

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

SECTION 6. There shall be an additional fifteen (15) minute afternoon break for shop/field employees when working ten (10) hour or longer days.

SECTION 7. When working a four ten hours a day work week, Friday may be used as a make-up day to get forty (40) hours if a day is missed due to weather or a holiday, if the employees working that job agree, but only that job would apply.

SECTION 8. If working a 4-ten hour day workweek and a day is lost due to weather or a holiday, Friday or Saturday may be used as a make-up day if agreed to by a majority of the members on the job. Anyone choosing not to work will not be forced to work. **This only applies to that job.** This will not apply to anyone sent to another job.

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), 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 expense may be paid by a zone or other method of payment. If this alternative method is used, it will be as provided in a written addendum attached hereto.

ARTICLE 8 GENERAL CONDITIONS

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

SECTION 2. On all work specified in Article 1 of this Agreement, fabricated and/or assembled by journeymen sheet metal workers, apprentices and/or specialty workers within the jurisdiction of this Union, or elsewhere, for erection and/or installation within the jurisdiction of any other local union affiliated with 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 employed on such work in the home shop or sent to the job site.

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

1. Ventilators
2. Louvers
3. Automatic and fire dampers
4. Radiator and air conditioning unit enclosures
5. Fabricated pipe and fittings for residential installations and light commercial work as defined in 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
13. Access Doors
14. Roof Curbs

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 condition, heating and ventilating systems. In addition, the provisions of Section 2 of this Article will not be applicable to the manufacture of spiral pipe and fittings for high pressure systems.

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

SECTION 6. When the Employer has any work specified in Article 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, as pre-determined by the Employer and the employees, 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 union shall apply.

SECTION 7. In applying the provisions of Section 2, 5 and 6 of this Article, 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 specialty sheet metal workers covered by this Agreement shall provide for themselves all necessary hand tools.

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

SECTION 3. The Union will allow a member 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 refusal. 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 automobiles.

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

SECTION 4. If an employee is provided tools by the Employer, other than those required to be provided by the employee under this agreement, the employee shall use proper care to safeguard these tools against loss, theft or destruction. At the Employer's discretion, they may assign specific tools to an employee. This set of tools shall be recorded in a typed list denoting the type of tool, traceable model, serial or other unique identifier as well as the fair market value to replace such tool. The Employer shall provide the employee with a mutually agreeable lockable location or secure method to store such tools. The Employer shall have the right to periodically inspect the inventory of tools assigned to the employee. If either during an inspection or upon termination of employment with the Employer, it is found that the tools provided have been lost, stolen or damaged beyond normal wear and tear, the employee shall be responsible to reimburse the Employer for the fair market value of the tool. Should a grievance arise between the employee and Employer over the rules of this section, the issue shall be immediately raised to the Joint Labor Board as provided for in the Code of Excellence.

SECTION 5. The parties shall meet and confer to implement a Code of Excellence, which shall contain a board to review issues raised by either party. Should a grievance arise between the employee and Employer over the rules of this section, the issue shall be immediately raised to the review board as provided for in the Code of Excellence. Until the Code of Excellence is implemented by the parties, any such grievance concerning this section shall be processed through the grievance procedure contained in Article 10.

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 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, to render a final and binding determination, except as provided in Sections 3 and 5 of this Article. 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.

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

Notwithstanding the provisions of Paragraph 1 of this Section, an Employer who was not a party to the labor agreement of the area in which the work in dispute is performed may appeal the decision of the Local Joint Adjustment Board, including a unanimous decision, and request a panel hearing as set forth in Section 3 of this Article, providing such appeal is approved by both Chairman of the Labor Relations Committee of Sheet Metal and Air Conditioning Contractors' National Association, Inc. and by the General President of the International Association of Sheet Metal, Air, Rail and Transportation Workers.

SECTION 4. Grievances not settled as provided in Section 3 of this Article may be appealed jointly or by either party to the National Joint Adjustment Board, as established by the International Association of Sheet Metal, Air, Rail and Transportation Workers and the Sheet Metal and Air Conditioning Contractors' National Association, Inc. Submission shall be made and decisions rendered under such procedures as may be prescribed by such board, from time to time, and mutually approved by the parties creating it. Copies of the procedures shall be available from, and submissions of grievances may be made to, either the General Secretary-Treasurer of the International Association of Sheet Metal, Air, Rail and Transportation Workers or the Secretary of the labor Committee of the Sheet Metal and Air Conditioning Contractors' National Association, Inc. Submissions on appeal to the National Joint Adjustment Board shall be made within thirty (30) days after termination of the procedures prescribed in Section 3 of this Article.

SECTION 5. A Local Joint Adjustment Board, panel and the National Joint Adjustment Board are empowered to render such decisions and grant such relief to either party as they deem necessary and proper, including awards of damages or other compensation and, if it is believed warranted, to direct that the involved agreement and any other agreement or agreements between the Employer and any other local union affiliated with the International Association of Sheet Metal, Air, Rail and Transportation Workers be canceled, provided, however, that any decision of a Local Joint Adjustment Board or panel directing cancellation of an agreement or agreements shall be automatically reviewed by the National Joint Adjustment Board, and such a cancellation shall not be effective unless the order is affirmed by an order from the national board.

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

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

ARTICLE 11 JOINT APPRENTICESHIP COMMITTEE

SECTION 1. All duly qualified apprentices shall be under the supervision and control of a Joint Apprenticeship Committee composed of six (6) members, three (3) of whom shall be selected by the Employer and three (3) by the Union. 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, to govern eligibility, registration, education, transfer, wages, hours, working conditions of duly qualified apprentices, and the operation of an adequate apprentice system to meet the needs and requirements of the trade. Said rules and regulations when formulated and adopted by the parties hereto shall be recognized as part of this Agreement.

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

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 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 H.V.A.C. work, when possible.

**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 17 of the Washington, D.C. Area Addendum, hourly wages shall be adjusted (raised or lowered) to compensate for the required payments to the fringe benefit funds.

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. The following holidays shall be observed: (See Addendum).

SECTION 2. These holidays shall be celebrated on: (See Addendum).

SECTION 3. All Sundays shall be considered holidays.

SECTION 4. All work performed on holidays shall be at two (2) times the regular hourly rate of pay.

**ARTICLE 14
ACCESS TO SHOPS AND JOBS**

SECTION 1. It is agreed that the business manager of Local 100 or his duly authorized representatives shall have access to any shop or job site where 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.

SECTION 2. In the event Local 100 negotiates a more favorable provision in a collective bargaining agreement with a contractor, the Employer Association may on behalf of its members adopt such favorable contract provision as a term of its Agreement with Local 100. This provision shall not be applicable to pension benefits. This provision shall also not be applicable with respect to a more favorable provision that is negotiated with a newly-organized Employer in a collective bargaining agreement of three (3) years duration or less. If such agreement has duration in excess of three (3) years, this Article shall be applicable to a more favorable provision only for the period after the first three (3) years of the collective bargaining agreement.

ARTICLE 16
DUES CHECKOFF

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

The Employer shall furnish the Financial Secretary a monthly record of all hours worked for building trade journeymen and apprentices. The report shall indicate the amount of deductions made on behalf of the individual employee. All checks should be made payable to the Sheet Metal Workers' Local Union No. 100 General Fund by the 20th day of the month succeeding the month the dues check-off monies were deducted. It is agreed that the payments be made in accordance with the Addendum of this Agreement.

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

ARTICLE 17
DUES CHECKOFFS IN OTHER AREAS OF LOCAL 100

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**

The parties to this Agreement agree not to discriminate in regard to hire, tenure, 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**

SECTION 1. In addition to Article 7 in the Standard Form of Union Agreement, Twenty-Five Cents (\$0.25) a mile is to be paid mechanics and/or apprentices for driving personal cars 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 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.

**ARTICLE 21
STARTING AND QUITTING TIME**

Employees shall be at the shop or project as scheduled starting time each date 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 by the various funds and trust funds as determined by the membership.

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

ARTICLE 23
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 Local 100 areas of Baltimore, Cumberland, Richmond, Roanoke and Washington, D.C.

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 this Agreement, and Addendum or Addenda.

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 Addendum or Addenda 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, NATIONAL ENERGY MANAGEMENT INSTITUTE (NEMI),
THE SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION SCHOLARSHIP FUND AND SHEET
METAL OCCUPATIONAL HEALTH INSTITUTE TRUST (SMOHI)**

SECTION 1. The parties agree to be bound by the separate Agreements and declaration of trusts establishing the International Training Institute for the Sheet Metal and Air Conditioning Industry, and the National Energy Management Institute Committee, the Industry Fund of the United States, and the separate agreements and declarations of trusts of all other local or national programs in which it has been agreed that contributions will be made. In addition, the parties agree to be bound by any amendments to said trust agreements as may be made from time to time, and hereby designate as their representatives on the board of trustees and trustees as are named together with any successors who may be appointed pursuant to said agreements.

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

SECTION 2. The Employers will contribute as required to the International Training Institute for the Sheet Metal and Air Conditioning Industry for each hour worked by each employee of the Employer covered by this Agreement. Payment shall be made on or before the twentieth (20th) day of the succeeding month, and shall be remitted as designated by the trustees of the Fund, or for purposes of collection and transmittal through **Sheet Metal Workers' National Benefit Funds** (name of local transmittal office).

SECTION 3. The Employer will contribute as required to the National Energy Management Institute Committee (NEMI), a jointly administered trust fund, for each hour worked by each employee of the Employer covered by this Agreement. Payment shall be made on or before the twentieth (20th) day of the succeeding month, and shall be remitted as designated by the trustees of the fund, or for purposes of collection and transmittal through **Sheet Metal Workers' National Benefit Funds** (name of local transmittal office).

SECTION 4. The Employers will contribute as required to the Sheet Metal Occupational Health Institute Trust (SMOHIT) for each hour worked by each employee of the Employer covered by this Agreement, until the Institute trustees determine that the trust is financially self-sufficient. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the trustees of the trust, or for purposes of collection and transmittal through **Sheet Metal Workers' National Benefit Funds** name of local transmittal office).

SECTION 5. The Employers will contribute to the Sheet Metal Workers' International Association Scholarship Fund, a jointly administered trust fund, one cent (\$0.01) (*see Appendix A*) per hour for each hour worked by each journeyman and apprentice employee of the Employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month, and shall be remitted as designated by the trustees of the fund, or for the purposes of collection and transmittal through Sheet Metal Workers' National Benefit Funds.

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 as 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

In all shops Employers shall provide toilets, heat, proper lighting, and fresh chilled drinking water. At all job locations the Employer shall provide fresh drinking water. Between April 1, and 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 at least one-half hour after starting time.

ARTICLE 27 SHOP STEWARDS

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

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

SECTION 3. It shall be the duty of the shop steward to investigate and report to the business manager or his representatives and the contractor's representative any violation of this 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, unless it is mutually agreed between the Employer and the Union.

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

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

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

SECTION 8. When shop stewards are appointed the Local Union shall notify the Employer in whose shop or on whose job the steward is to work. Notification shall be in writing, and upon such notification the Employer shall have 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. 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 2. 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 3. A thirty (30) minute lunch period shall be taken midway in the shift.

SECTION 4. 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 One Dollar (\$1.00) per hour.

SECTION 5.

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

B. When two (2) shifts are required the second shift shall begin at the end of the first shift and shall consist of eight and one-half (8 1/2) hours, eight (8) hours at the regular rate of pay, plus One Dollar (\$1.00) per hour and one-half (1/2) hour unpaid lunch period. This shall pertain to all employees working on the shifts.

C. When three (3) consecutive shifts are required the first shift shall work eight (8) hours consisting of seven and one-half (7 1/2) hours for eight (8) hours pay at the regular rate and one-half (1/2) hour as unpaid lunch period. The second and third shift shall work eight (8) hours consisting of seven and one-half (7 1/2) hours, but shall be paid eight (8) hours pay at the regular rate, plus One Dollar (\$1.00), and one-half (1/2) hour unpaid lunch period. This shall pertain to all employees working on the shifts.

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

ARTICLE 29 FORTY HOUR FUND CONTRIBUTIONS

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. Journeymen sheet metal workers who report for work by direction of the Employer and are not placed at work, shall be entitled to two (2) hours pay at the established rate.

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

SECTION 3. Sections 1 and 2 of this Article shall not apply under conditions over which the Employer has no control.

**ARTICLE 31
SAFETY**

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

SECTION 2. Each individual will be responsible for their own employer-furnished Personal Protective Equipment (PPE).

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

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

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

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

ARTICLE 32 OVERTIME WORK ASSIGNMENT

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

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

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

SECTION 4. It shall be the responsibility of the shop and job foremen to inform the shop steward of all overtime, and provide him with all necessary information needed to maintain the overtime list. It shall be the responsibility of the foreman, or person assigning the overtime to report said overtime to the Local Union 100 business office. The foreman shall provide the business office with a complete list of all persons working overtime.

ARTICLE 33 BALANCING

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.

ARTICLE 34 WORK PRESERVATION

SECTION 1. In accordance with Resolution No. 78 adopted September 3, 1982, at the International Association of Sheet Metal, Air, Rail and Transportation Worker'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 or the Employer's representative.

SECTION 5. Concessions granted before a bid date must be faxed or emailed to all Contractors signed to this Agreement. Concessions granted after the mechanical portion has been awarded will be granted only to contractors that call and ask for a concession.

SECTION 6. Request for concessions shall be granted by the Union up until twenty-four (24) hours prior to the time of the bid.

ARTICLE 35 RULE OF AGE

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

SECTION 3. The business office may forbid employees from working from drawings or sketches not in accordance with the above Section.

ARTICLE 37 TWO HOUR SHUTDOWN FOR ELECTION

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

**ARTICLE 38
COMPANY SHED OR BOX**

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

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

**ARTICLE 39
PICKET LINES**

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

**ARTICLE 40
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:

1. Name of Job
2. Location of Job
3. Approximate Starting Date
4. Approximate Man-Hours

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

SECTION 3. The above information is to remain confidential.

**ARTICLE 41
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 state sign 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 42 DUAL SHOPS

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

ARTICLE 43 EMPLOYER AGENTS

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 44
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 conditioning unit enclosures
5. Fabricated pipe and fittings for residential installation and light commercial work as defined in the locality
6. Mixing (attenuation) boxes
7. Plastic skylights
8. Air diffusers, grilles, registers
9. Sound attenuators
10. Chutes
11. Double wall panel plenums
12. Angle rings
13. Access Doors
14. Roof Curbs
15. Double Wall UL Rated Flue

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 45
CORE DRILLING

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 46
EXPLOSIVE EQUIPMENT

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

ARTICLE 47
WORKERS' COMPENSATION INSURANCE AND INJURY

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

SECTION 2. The Employer further agrees that an injured employee shall be allowed sufficient time off to obtain medical assistance. If the employee returns to work before the established quitting time on the day such assistance was obtained, he shall be paid wages for the full day.

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

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

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

ARTICLE 48
MUTUAL COOPERATION IN OBTAINING SHEET METAL WORK

SECTION 1. The Employer will make every 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 sections of job specifications.

SECTION 3. It is agreed that the contractors' association and the Union will continue to negotiate this Agreement while it is in effect in an effort to recover work for the union sheet metal contractor and the union sheet metal worker that has been lost to the non-union sheet metal 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 49
TAX COMPUTATION

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

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

ARTICLE 50
SPECIALTY SHEET METAL WORK

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

SECTION 2.

A. Specialty sheet metal work is defined as the erection, installation, repairing, replacing, handling, and servicing of residential heating and air conditioning systems regardless of energy source, and the architectural sheet metal work (metal siding, storm windows, gutters, leaders, exhaust hoods, remodeling, low voltage electricity, all types of slate, tile, asbestos shingle, asphalt roofing, water proofing, etc.) on single family homes and garden or walk-up apartment buildings not exceeding two and one-half (2 1/2) floors, and where individual apartments are air conditioned by a separate and independent unit or system.

B. Specialty work may be any work mutually agreed upon between the Employer and the Union.

SECTION 3. Shop fabrication of work under Section 2 of this Article shall be done at building trade rates and fringes, unless otherwise agreed upon.

SECTION 4. The minimum hourly rates and fringe benefits for specialty sheet metal workers shall be determined in this Addendum of this Agreement.

SECTION 5. For the purpose of providing work for union members and making the employer competitive on certain types of other projects, the Union may specify items of work to be performed by specialty sheet metal workers at a job site or in the shop on a job by job basis. Such specific items of work may be revised from time to time at the Union's discretion.

SECTION 6. It is agreed that no employee now working for an Employer will suffer a reduction in wages due to being classified as a specialty sheet metal worker, or due to being accepted into Local 100's building trade apprenticeship program.

**ARTICLE 51
AGREEMENT FOR VOLUNTARY RECOGNITION**

SECTION 1. This Agreement for Voluntary Recognition is made and entered into this **1ST DAY OF JULY 2017**, by and between Sheet Metal Workers' Local Union No. 100 (hereinafter referred to as "Union"), the SMACNA Mid-Atlantic Chapter, or any other contractor or association signed to this Agreement (hereinafter referred to as "Employer").

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

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

**ARTICLE 52
SAVINGS CLAUSE**

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

**ARTICLE 53
LABOR-MANAGEMENT COMMITTEE**

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

**ARTICLE 54
EFFECTIVE DATE AND TERMINATION OF CONTRACT**

SECTION 1. This Agreement and Addendum or Addenda attached hereto shall become effective on the **1ST DAY OF JULY 2017**, and remain in full force and effect until the **30th DAY OF JUNE 2020**, 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.

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 National Joint Labor Relations Adjustment Committee, any party to this Agreement, upon the service of notice to all other parties hereto, shall have this Agreement reopened thirty (30) days thereafter for the sole and only purpose of attempting to negotiate such amendments into this Agreement for the duration of the term hereof. There shall be no strike or lockout over this issue.

In witness whereof, the parties hereto affix their signatures and seal this **1ST DAY OF JULY 2017**.

INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL AND TRANSPORTATION WORKERS, LOCAL UNION NO. 100,

BY: 
SIGNATURE OF AUTHORIZED UNION REPRESENTATIVE

Business Manager / Pres.
TITLE OF AUTHORIZED UNION REPRESENTATIVE

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

BY: 
SIGNATURE OF AUTHORIZED SMACNA MID-ATLANTIC CHAPTER REPRESENTATIVE

Executive Director
TITLE OF AUTHORIZED SMACNA MID-ATLANTIC CHAPTER REPRESENTATIVE

COMPANY NAME

COMPANY ADDRESS

CITY, STATE & ZIP CODE

COMPANY PHONE NUMBER

BY: _____
COMPANY SIGNATURE

PRINT NAME OF COMPANY SIGNER: _____

TITLE OF AUTHORIZED COMPANY REPRESENTATIVE

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

BY: _____
UNION SIGNATURE

TITLE OF AUTHORIZED UNION REPRESENTATIVE

EFFECTIVE DATE: _____

TERMINATION DATE: June 30, 2020

**RICHMOND AREA
ADDENDUM**

**PARAGRAPH NO. 1
JURISDICTIONAL AREA**

Jurisdictional Area. City of Richmond. The jurisdictional areas are the Virginia counties of Albemarle, Amelia, Amherst, Appomattox, Brunswick, Buckingham, Caroline, Charles City, Charlotte, Chesterfield, Cumberland, Dinwiddie, Essex, Fluvanna, Goochland, Greene, Greensville, Hanover, Henrico, King and Queen, King George, King William, Lancaster, Lunenburg, Madison, Mecklenburg, Nottoway, Middlesex, Orange, Powhatan, Prince Edward, Prince George, Richmond, Southampton, Sussex, Westmoreland.

**PARAGRAPH NO. 2
FRINGE BENEFIT FUNDS**

1. The Welfare Fund shall be the fund established in this Agreement and by the trust agreement for the Sheet Metal Workers' Local 100, Washington, D.C. Area Health Fund.
2. The National Pension Fund shall be the fund established by the International Association of Sheet Metal, Air, Rail and Transportation Workers' National Trust Fund.
3. The International Training Institute (ITI) shall be the fund established by the International Training Institute for the Sheet Metal Workers' and Air Conditioning Industry.
4. The apprentice fund shall be the trust fund established for Local 100 in the Local 100 Area. (Administered in Richmond, Virginia Area.)

**PARAGRAPH NO. 3
HOLIDAYS**

1. The following dates shall be observed as holidays:

Holidays 2017 (beginning after 7/1/2017):

Independence Day, Tuesday, July 4, 2017

Labor Day, Monday, September 4, 2017

Thanksgiving, Thursday, November 23, 2017

Christmas, Monday, December 25, 2017

Holidays 2018:

New Year's Day, Monday, January 1, 2018

Memorial Day, Monday, May 28, 2018

Independence Day, Wednesday, July 4, 2018

Labor Day, Monday, September 3, 2018

Thanksgiving, Thursday, November 22, 2018

Christmas, Tuesday, December 25, 2018

Holidays 2019:

New Year's Day, Tuesday, January 1, 2019

Memorial Day, Monday, May 27, 2019

Independence Day, Thursday, July 4, 2019

Labor Day, Monday, September 2, 2019

Thanksgiving, Thursday, November 28, 2019

Christmas, Wednesday, December 25, 2019

Holidays 2020 (through June 30, 2020):

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

Memorial Day, Monday, May 25, 2020

**PARAGRAPH NO. 4
WAGE RATES**

Journeyman:

July 1, 2017 thru June 30, 2018 - (See Appendix A)

July 1, 2018 thru June 30, 2019 - (See Appendix A)

July 1, 2019 thru June 30, 2020 - (See Appendix A)

Sketchers: \$1.25 per hour above base rate.

Foremen: \$1.25 per hour above base rate.

General Foremen: \$2.00 per hour above base rate.

**PARAGRAPH NO. 5
HEALTH FUND**

Each Employer shall pay the amount specified herein per hour for each hour worked by each employee to the Sheet Metal Workers' Local 100, Washington, D.C. Area Health Fund in the manner established by the trust agreement, or as may be established by the trustees of the Sheet Metal Workers' Local 100, Washington, D.C. Area Health Fund.

The contribution rate may be changed by Article 22, in which event the Agreement will be amended and all parties notified.

July 1, 2017 through June 30, 2020 - (See Appendix A)

**PARAGRAPH NO. 6
NATIONAL PENSION FUND**

The Employer agrees to contribute to the Sheet Metal Workers' National Pension Fund according to terms and conditions of the Standard Form of Participation Agreement hereto and made part of this Agreement. Such contributions shall be made on all hours worked by each journeyman and apprentice employee covered by this Agreement.

The contribution rate may be changed by Article 22, in which event the Agreement will be amended and all parties notified.

July 1, 2017 through June 30, 2020 - (See Appendix A)

**PARAGRAPH NO. 6(a)
SHEET METAL WORKERS' LOCAL 100 401(k) FUND**

The Employer agrees to contribute to the Sheet Metal Workers' Local 100 401(k) Fund in the manner established by the trust agreement, or as may be established by the trustees of the Sheet Metal Workers' Local 100 401(k) Fund. Such contributions shall be made on all hours worked by each journeyman and apprentice employee covered by this Agreement.

The contribution rate may be changed by Article 22, in which event the Agreement will be amended and all parties notified.

July 1, 2017 through June 30, 2020 - (See Appendix A)

PARAGRAPH NO. 7
APPRENTICESHIP TRUST FUND

The Employer's contribution to the apprentice fund is to be used for training programs for foremen, supervisors, journeymen and apprentice sheet metal workers as well as for joint journeymen training and will be limited to the amount set forth below for the period indicated, except as may be changed by Article 22, in which event the Agreement will be amended and all parties notified.

July 1, 2017 through June 30, 2020 - (See Appendix A)

PARAGRAPH NO. 8
POLITICAL ACTION LEAGUE CHECKOFF

The Employer agrees to withhold from the hourly rate from the journeymen sheet metal workers and apprentices Four Cents (\$0.04) per hour, except as maybe changed by Article 22, in which event this Agreement shall be amended and all parties notified. Payment shall be made to the trustees of the vacation fund.

In the event the employee does not execute the voluntary deduction authorization card, no monies will be withheld from the hourly wage rate.

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

Two Cents (\$0.02) per hour to the International Association of Sheet Metal, Air, Rail and Transportation Workers Political Action League (PAL);

Two Cents (\$0.02) per hour to Sheet Metal Workers' Local 100 Political Action Committee (100 PAC)

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

**PARAGRAPH NO. 9
WORK JURISDICTIONS**

1. When the Employer has any work to be performed outside of the area covered by this Agreement and within the area of Local 100 covered by another Agreement. He may send only building trade members and apprentices of Local 100 to perform any work in such area. Journeymen sheet metal workers and apprentices covered by this Agreement who are sent outside of the area covered by this Agreement, shall be paid the highest total wage package of the agreements, 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 cost.
2. Apprentices shall not be sent to any area which would cause them to miss school.

**PARAGRAPH NO. 10
REFERRAL PROCEDURES**

It is mutually agreed among the parties hereto that the following conditions shall govern all referrals of applicants for employment for all positions within the scope of the Agreement between the parties, and shall supersede any contrary provision which may be contained in said agreement.

1. The Union agrees to furnish to the Employer or Employers, parties hereto, journeymen sheet metal workers and registered apprentices
2. The Union shall select and refer applicants for employment without discrimination against such applicants by reason or in any way affected by race, color, creed, national origin, union membership, by-laws, regulations, constitutional provisions or any other aspect or obligation of union membership, policies or requirements.
3. The Employer shall have the right to reject any applicant for employment.
4. Both the Union and the Employer agree to post a copy of the referral procedure set forth in this Addendum in places where notices to employees and applicants for employment are customarily posted.

**PARAGRAPH NO. 11
PAYMENT OF WAGES**

1. Wages at the established rates specified herein shall be paid either by check or direct bank deposit on Thursday, at the option of the Employer. Payday for the second and third shifts shall be on Wednesday. Payment shall be for the period ending the previous Sunday and no more than the current week's wages shall be withheld. Employees shall be paid in full when discharged or laid off.
2. Wages shall be accompanied by a pay slip containing all hours worked and all payroll deductions.
3. The Union may withdraw all members from the contractor's employment, if the contractor 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.

**PARAGRAPH NO. 12
HAZARD PAY**

On hazardous work the base rate shall be increased by Fifty Cents (\$0.50) per hour. Hazards shall be defined as:

1. Work from a swinging stage.
2. Work from a bosun's chair.
3. Work on scaffolds forty (40) feet or more from floor, ground or water.
4. Work on temporary suspended platforms, pics, or similar structure forty (40) feet or more above the floor, ground or water.
5. All employees required to wear a respirator to perform normal tasks to receive hazard pay based on hours worked not hours paid.

**PARAGRAPH NO. 13
FOREMEN**

One (1) of the first four (4) men sent to a job shall be the foreman.

PARAGRAPH NO. 14
PAYMENT OF ALL LOCAL FUNDS

This Paragraph applies to all trust funds with the exception of the National Pension Fund. The National Pension Fund shall be paid in accordance with the rules and regulations governing this Fund.

1.Payment shall be made by contractors to the trustees of the negotiated Funds by the twentieth (20th) of the month following the month during which funds were withheld or contributions required. It is also understood and agreed that if a contractor fails to pay any negotiated Funds provided for in this Agreement by the twentieth (20th) day of the month, such Employer shall be considered to be in default and the Union may withdraw all members from that Employer's employment at the trustees' request, 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 Funds resulting from the Employers' 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.

2.In addition, such defaulting Employer shall be required to post bond to insure the payment of wages and negotiated Funds, said bond to be equal to the maximum sum of wages and contributions paid by said Employer during any thirty (30) day period within the past twelve (12) months, and after such default, such Employer shall also be required to file records and make payments to the trustees of the negotiated Funds on a weekly basis during the remainder of the term of this Agreement. Such payments must be forwarded to the trustees not later than Wednesday of the week following the week during which such Funds were withheld.

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

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.

PARAGRAPH NO. 15
YOUTH TO YOUTH ORGANIZING PROGRAM

The Employer agrees to deduct the sum of \$(See Appendix A) per hour for each hour worked or compensated for, for all employees. The deduction shall be made in accordance with Article 16, Dues Check-off. The money shall be used to establish the Local 100 Youth to Youth Organizing Program, per the International Association's Constitution. Monies shall be made payable to the designated collection agent in the Washington, D.C. Area.

**PARAGRAPH NO. 16
BALANCING**

1. Testing and/or balancing of all air handling equipment and air distribution systems, testing and balancing of hydronic systems, vibration testing, sound testing and analysis, pneumatic and electrical temperature control testing, air and water pollution field testing, system test and evaluation, and system validation shall be the work of journeyman sheet metal workers and registered apprentices. This includes the adjustment, installation and replacement of motor and fan pulleys and performing all necessary voltage and ampere readings to accomplish the above.
2. The term(s) or designation of "test and balance technician" or "apprentice technician" may be used in lieu of sheet metal journeyman or sheet metal apprentice, with the understanding that these employees will be covered under this collective bargaining agreement in all respects.
3. "Service work" shall be defined as work on existing systems which 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.
4. Journeymen sheet metal workers and registered apprentices must sign and bear their signature and membership number on balancing reports.
5. Journeymen sheet metal workers and registered apprentices may consult an engineer when necessary.
6. It is agreed that the Employer and the Union together shall establish standards of qualifications for balancing technicians.

**PARAGRAPH NO. 17
SPECIALTY SHEET METAL WORKERS' DUES CHECKOFF**

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 whom said monies are to be credited. Should any employee have no earning due him on the first pay day of any month, deductions shall be made from the next succeeding pay of the employee.

PARAGRAPH NO. 18
SMACNA FUND

1. The Employers signatory to this Agreement pledge their cooperation and support to the provisions of the Fund policies and programs which eliminate problems and promote a healthy growth of the sheet metal industry in the jurisdiction covered by this Agreement.
2. Employers who have become bound by the Agreement, either through their association or by execution of this Agreement independently, will pay an amount as determined by the SMACNA Mid-Atlantic Chapter Board of Directors and will continue yearly for the duration of this Agreement.

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

All payments are to be made to the SMACNA Mid-Atlantic Chapter Sheet Metal Industry Fund at their main office address.

3. The local SMACNA Fund shall furnish to the business manager of the Union, not less often than semi-annually, written reports describing in reasonable detail the nature of activities in which it is engaged or which it supports directly or indirectly with any of its funds. One (1) time per year the local SMACNA Fund shall include in such written report a statement attested to by a certified public accountant and containing the balance sheet and detailed statement of receipts and disbursements. Further specific detailed information in regard to local SMACNA Fund activities or its receipts and/or disbursements shall be furnished to the business manager of the Union upon his written request.
4. The Employers signatory to this Agreement and SMACNA Mid-Atlantic Chapter agree to indemnify, defend and hold harmless the Union, its directors, officers and employees, and defend any action brought against same with respect to any claim, demand, or cause of action, to the extent that such action is based upon a claim that the SMACNA Fund, which is provided for in this Paragraph 18, and/or its operation, violates any federal, state or local law.

APPENDIX A

RICHMOND AREA JOURNEYMAN TOTAL PACKAGE

7/1/2017 thru 6/30/2018	\$43.71 per hour
7/1/2018 thru 6/30/2019	\$44.56 per hour
7/1/2019 thru 6/30/2020	\$45.41 per hour

RICHMOND AREA JOURNEYMAN BASE WAGE RATE*

7/1/2017 thru 6/30/2018	\$26.48 per hour
7/1/2018 thru 6/30/2019	\$ to be determined per Article 22
7/1/2019 thru 6/30/2020	\$ to be determined per Article 22

RICHMOND AREA JOURNEYMAN FRINGE BENEFITS*

NATIONAL PENSION FUND

7/1/2017 thru 2018	\$ 7.43 per hour
7/1/2018 thru 6/30/2019	\$ to be determined per Article 22
7/1/2019 thru 6/30/2020	\$ to be determined per Article 22

INTERNATIONAL TRAINING INSTITUTE (ITI)

7/1/2017 thru 6/30/2018	\$ 0.12 per hour
7/1/2018 thru 6/30/2019	\$ to be determined per Article 22
7/1/2019 thru 6/30/2020	\$ to be determined per Article 22

NATIONAL ENERGY MANAGEMENT INSTITUTE (NEMI)

7/1/2017 thru 6/30/2018	\$ 0.03 per hour
7/1/2018 thru 6/30/2019	\$ to be determined per Article 22
7/1/2019 thru 6/30/2020	\$ to be determined per Article 22

SHEET METAL OCCUPATIONAL HEALTH INSTITUTE TRUST (SMOHIT)

7/1/2017 thru 6/30/2018	\$ 0.02 per hour
7/1/2018 thru 6/30/2019	\$ to be determined per Article 22
7/1/2019 thru 6/30/2020	\$ to be determined per Article 22

SMWIA SCHOLARSHIP FUND

7/1/2017 thru 6/30/2018	\$ 0.01 per hour
7/1/2018 thru 6/30/2019	\$ to be determined per Article 22
7/1/2019 thru 6/30/2020	\$ to be determined per Article 22

HEALTH FUND

7/1/2017 thru 6/30/2018	\$ 8.00 per hour
7/1/2018 thru 6/30/2019	\$ 8.50 per hour
7/1/2019 thru 6/30/2020	\$ 9.00 per hour

*AMOUNTS MAY CHANGE IN ACCORDANCE WITH ARTICLE 22.

RICHMOND AREA JOURNEYMAN FRINGE BENEFITS* (continued)

401(k)

7/1/2017 thru 6/30/2018	3% of gross wages
7/1/2018 thru 6/30/2019	3% of gross wages
7/1/2019 thru 6/30/2020	3% of gross wages

APPRENTICE FUND

7/1/2017 thru 6/30/2018	\$ 0.82 per hour
7/1/2018 thru 6/30/2019	\$ to be determined per Article 22
7/1/2019 thru 6/30/2020	\$ to be determined per Article 22

RICHMOND AREA JOURNEYMAN WAGE DEDUCTIONS*

APPRENTICE ORGANIZING FUND

7/1/2017 thru 6/30/2018	\$ 0.02 per hour
7/1/2018 thru 6/30/2019	\$ to be determined per Article 22
7/1/2019 thru 6/30/2020	\$ to be determined per Article 22

DUES CHECK OFF

7/1/2017 thru 6/30/2018	\$ 1.11 per hour
7/1/2018 thru 6/30/2019	\$ to be determined per Article 22
7/1/2019 thru 6/30/2020	\$ to be determined per Article 22

MARKET RECOVERY FUND

7/1/2017 thru 6/30/2018	\$ 0.22 per hour
7/1/2018 thru 6/30/2019	\$ 0.27 per hour
7/1/2019 thru 6/30/2020	\$ 0.32 per hour

ORGANIZING ASSESSMENT

7/1/2017 thru 6/30/2018	\$ 0.11 per hour
7/1/2018 thru 6/30/2019	\$ 0.13 per hour
7/1/2019 thru 6/30/2020	\$ 0.15 per hour

SCHOLARSHIP FUND

7/1/2017 thru 6/30/2018	\$ 0.01 per hour
7/1/2018 thru 6/30/2019	\$ to be determined per Article 22
7/1/2019 thru 6/30/2020	\$ to be determined per Article 22

SMART ASSESSMENT

7/1/2017 thru 6/30/2018	\$ 0.17 per hour
7/1/2018 thru 6/30/2019	\$ to be determined per Article 22
7/1/2019 thru 6/30/2020	\$ to be determined per Article 22

VACATION FUND

7/1/2017 thru 6/30/2018	\$ 0.04 per hour
7/1/2018 thru 6/30/2019	\$ to be determined per Article 22
7/1/2019 thru 6/30/2020	\$ to be determined per Article 22

*AMOUNTS MAY CHANGE IN ACCORDANCE WITH ARTICLE 22.

RICHMOND AREA APPRENTICE WAGE RATES*
(BASED ON A PERCENTAGE OF THE RICHMOND JOURNEYMAN'S BASE WAGE RATE)

7/1/2017 thru 6/30/2018	PERCENTAGE OF \$26.48
7/1/2018 thru 6/30/2019	PERCENTAGE OF \$ to be determined per Article 22
7/1/2019 thru 6/30/2020	PERCENTAGE OF \$ to be determined per Article 22

APPRENTICE PERCENTAGE OF JOURNEYMAN'S BASE WAGE RATE:

1ST YEAR - 1ST HALF	50%
- 2ND HALF	50%
2ND YEAR - 1ST HALF	55%
- 2ND HALF	60%
3RD YEAR - 1ST HALF	65%
- 2ND HALF	70%
4TH YEAR - 1ST HALF	75%
- 2ND HALF	80%

RICHMOND AREA APRENTICE FRINGE BENEFITS*

NATIONAL PENSION FUND

7/1/2017 thru 6/30/2018	\$7.43/hour* percentage of this rate for apprentices:
7/1/2018 thru 6/30/2019	\$*to be determined by Article 22 - percentage of journeyman's rate for apprentices:
7/1/2019 thru 6/30/2020	\$*to be determined by Article 22 - percentage of journeyman's rate for apprentices:

Remit percentage of journeyman's pension fund contribution rate using same percentage that the apprentice's wage rate is based on. Example: 1st year apprentice receives 50% of journeyman's base rate as wages, first year apprentice would have 50% of the journeyman's pension fund contribution contributed on his/her behalf to the National Pension Fund.

INTERNATIONAL TRAINING INSTITUTE (ITI)

7/1/2017 thru 6/30/2018	\$ 0.12 per hour
7/1/2018 thru 6/30/2019	\$ to be determined per Article 22
7/1/2019 thru 6/30/2020	\$ to be determined per Article 22

NATIONAL ENERGY MANAGEMENT INSTITUTE (NEMI)

7/1/2017 thru 6/30/2018	\$ 0.03 per hour
7/1/2018 thru 6/30/2019	\$ to be determined per Article 22
7/1/2019 thru 6/30/2020	\$ to be determined per Article 22

*AMOUNTS MAY CHANGE IN ACCORDANCE WITH ARTICLE 22.

RICHMOND AREA APRENTICE FRINGE BENEFITS* (continued)

SHEET METAL OCCUPATIONAL HEALTH INSTITUTE TRUST (SMOHIT)

7/1/2017 thru 6/30/2018	\$ 0.02 per hour
7/1/2018 thru 6/30/2019	\$ to be determined per Article 22
7/1/2019 thru 6/30/2020	\$ to be determined per Article 22

SMWIA SCHOLARSHIP FUND

7/1/2017 thru 6/30/2018	\$ 0.01 per hour
7/1/2018 thru 6/30/2019	\$ to be determined per Article 22
7/1/2019 thru 6/30/2020	\$ to be determined per Article 22

HEALTH FUND

7/1/2017 thru 6/30/2018	\$ 8.00 per hour
7/1/2018 thru 6/30/2019	\$ 8.50 per hour
7/1/2019 thru 6/30/2020	\$ 9.00 per hour

401(k)

7/1/2017 thru 6/30/2018	3% of gross wages
7/1/2018 thru 6/30/2019	3% of gross wages
7/1/2019 thru 6/30/2020	3% of gross wages

APPRENTICE FUND

7/1/2017 thru 6/30/2018	\$ 0.82 per hour
7/1/2018 thru 6/30/2019	\$ to be determined per Article 22
7/1/2019 thru 6/30/2020	\$ to be determined per Article 22

RICHMOND AREA APPRENTICE WAGE DEDUCTIONS*

APPRENTICE ORGANIZING FUND

7/1/2017 thru 6/30/2018	\$ 0.02 per hour
7/1/2018 thru 6/30/2019	\$ to be determined per Article 22
7/1/2019 thru 6/30/2020	\$ to be determined per Article 22

DUES CHECK OFF for 1st year apprentices

7/1/2017 thru 6/30/2018	\$ 0.77 per hour
7/1/2018 thru 6/30/2019	\$ to be determined per Article 22
7/1/2019 thru 6/30/2020	\$ to be determined per Article 22

*AMOUNTS MAY CHANGE IN ACCORDANCE WITH ARTICLE 22.

RICHMOND AREA APPRENTICE WAGE DEDUCTIONS* (continued)

DUES CHECK OFF for 2nd-4th year apprentices

7/1/2017 thru 6/30/2018	\$ 0.80 per hour
7/1/2018 thru 6/30/2019	\$ to be determined per Article 22
7/1/2019 thru 6/30/2020	\$ to be determined per Article 22

MARKET RECOVERY FUND

7/1/2017 thru 6/30/2018	\$ 0.14 per hour
7/1/2018 thru 6/30/2019	\$ 0.19 per hour
7/1/2019 thru 6/30/2020	\$ 0.24 per hour

ORGANIZING ASSESSMENT

7/1/2017 thru 6/30/2018	\$ 0.08 per hour
7/1/2018 thru 6/30/2019	\$ to be determined per Article 22
7/1/2019 thru 6/30/2020	\$ to be determined per Article 22

SCHOLARSHIP FUND

7/1/2017 thru 6/30/2018	\$ 0.01 per hour
7/1/2018 thru 6/30/2019	\$ to be determined per Article 22
7/1/2019 thru 6/30/2020	\$ to be determined per Article 22

SMART ASSESSMENT

7/1/2017 thru 6/30/2018	\$ 0.17 per hour
7/1/2018 thru 6/30/2019	\$ to be determined per Article 22
7/1/2019 thru 6/30/2020	\$ to be determined per Article 22

VACATION FUND

7/1/2017 thru 6/30/2018	\$ 0.04 per hour
7/1/2018 thru 6/30/2019	\$ to be determined per Article 22
7/1/2019 thru 6/30/2020	\$ to be determined per Article 22

*AMOUNTS MAY CHANGE IN ACCORDANCE WITH ARTICLE 22.

RICHMOND AREA CLASSIFIED/SPECIALTY WORKER WAGE RATE

MINIMUM WAGE RATE FOR CLASSIFIED/SPECIALTY WORKERS \$7.50

RICHMOND AREA CLASSIFIED/SPECIALTY WORKER FRINGE BENEFITS*

INTERNATIONAL TRAINING INSTITUTE (ITI)

7/1/2017 thru 6/30/2018	\$ 0.12 per hour
7/1/2018 thru 6/30/2019	\$ to be determined per Article 22
7/1/2019 thru 6/30/2020	\$ to be determined per Article 22

NATIONAL ENERGY MANAGEMENT INSTITUTE (NEMI)

7/1/2017 thru 6/30/2018	\$ 0.03 per hour
7/1/2018 thru 6/30/2019	\$ to be determined per Article 22
7/1/2019 thru 6/30/2020	\$ to be determined per Article 22

SHEET METAL OCCUPATIONAL HEALTH INSTITUTE TRUST (SMOHIT)

7/1/2017 thru 6/30/2018	\$ 0.02 per hour
7/1/2018 thru 6/30/2019	\$ to be determined per Article 22
7/1/2019 thru 6/30/2020	\$ to be determined per Article 22

HEALTH FUND (55% of journeyman's health fund contribution rate)

7/1/2017 thru 6/30/2018	\$ 4.40 per hour
7/1/2018 thru 6/30/2019	\$ 4.68 per hour
7/1/2019 thru 6/30/2020	\$ 4.95 per hour

RICHMOND AREA CLASSIFIED/SPECIALTY WORKER WAGE DEDUCTIONS*

APPRENTICE ORGANIZING FUND

7/1/2017 thru 6/30/2018	\$ 0.02 per hour
7/1/2018 thru 6/30/2019	\$ to be determined per Article 22
7/1/2019 thru 6/30/2020	\$ to be determined per Article 22

DUES CHECK OFF

7/1/2017 thru 6/30/2018	\$ 0.56 per hour
7/1/2018 thru 6/30/2019	\$ to be determined per Article 22
7/1/2019 thru 6/30/2020	\$ to be determined per Article 22

ORGANIZING ASSESSMENT

7/1/2017 thru 6/30/2018	\$ 0.11 per hour
7/1/2018 thru 6/30/2019	\$ to be determined per Article 22
7/1/2019 thru 6/30/2020	\$ to be determined per Article 22

*AMOUNTS MAY CHANGE IN ACCORDANCE WITH ARTICLE 22.

RICHMOND AREA CLASSIFIED/SPECIALTY WORKER WAGE DEDUCTIONS* (continued)

SCHOLARSHIP FUND

7/1/2017 thru 6/30/2018	\$ 0.01 per hour
7/1/2018 thru 6/30/2019	\$ to be determined per Article 22
7/1/2019 thru 6/30/2020	\$ to be determined per Article 22

SMART ASSESSMENT

7/1/2017 thru 6/30/2018	\$ 0.17 per hour
7/1/2018 thru 6/30/2019	\$ to be determined per Article 22
7/1/2019 thru 6/30/2020	\$ to be determined per Article 22

**CLASSIFIED/SPECIALITY WORKER UNION DUES
CURRENTLY \$23.50 PER MONTH. CONTACT LOCAL 100 DUES OFFICE REGARDING
THE STATUS OF INDIVIDUAL SPECIALITY WORKERS**

*AMOUNTS MAY CHANGE IN ACCORDANCE WITH ARTICLE 22.