

Agreement Between:

**Mid-State Sheet Metal &
Air Conditioning Contractors
And Local 218C**

For

**Champaign, Coles, Cumberland, Douglas, Ford, Moultrie, Piatt, Shelby,
And Vermilion Counties in Illinois**

**Term of Contract:
June 1, 2010 - May 31, 2012**

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

Agreement entered into June 1st, 2010 by and between Mid-State Sheet Metal and Air Conditioning Contractors Association, and each business establishment individually, whether represented by a contractor association or not, hereinafter referred to as the Employer, and Local Union No. 218 of Sheet Metal Workers' International Association, hereinafter referred to as Champaign, Coles, Cumberland, Douglas, Ford, Moultrie, Piatt, Shelby, and Vermilion counties in Illinois.

ARTICLE I

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

ARTICLE II

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

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

ARTICLE III

SECTION 1. The Employer agrees that none but journeymen, apprentice, preapprentice and classified sheet metal workers shall be employed on any work described in Article I and further, for the purpose of proving jurisdiction, agrees to provide the Union with written evidence of assignment on the Employer's letterhead for certain specified items of work to be performed at a jobsite prior to

commencement of work at the site. List of such specific items, which may be revised from time to time, as agreed to by and between SMACNA and SMWIA shall be provided to the Employer.

ARTICLE IV

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

ARTICLE V

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

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

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

ARTICLE VI

SECTION 1. The regular working day shall consist of eight (8) hours labor in the shop or on the job between eight (8) a.m. and five (5) p.m. unless modified in local negotiations and the regular working week shall consist of five (5) consecutive eight (8) hour days labor in the shop or on the job, beginning with Monday and ending with Friday of each week. All full time or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. Except as otherwise provided pursuant to Section 4 of this Article, all work performed outside the regular working hours and performed during the regular work week, shall be at one and one half (1 1/2) times the regular rate. Where conditions warrant, the regular work day may consist of ten (10) hours labor on the job and the regular work week of four (4) ten (10) hour days between Monday and Friday when mutually agreed between the Local Union and Employer.

Employees shall be at the shop or project site at scheduled starting time each day and shall remain until quitting time.

SECTION 2. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, Veterans Day or days locally observed as such, and Saturday and Sunday shall be recognized as holidays. All work performed on holidays shall be paid as follows: two times the hourly rate.

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

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

ARTICLE VII

SECTION 1. When employed in a shop or on a job within the limits of 218-C employees shall be governed by the regular working hours specified herein and shall provide for themselves necessary transportation within the said limits from home to shop or job at starting time and from shop or job to home at quitting time, and the Employer shall provide, or pay, for all necessary additional transportation during working hours.

SECTION 2. When employed outside of the limits specified in Section 1 of this Article, and within the jurisdiction of the Union, employees shall provide transportation for themselves which will assure their arrival at the limits specified in Section 1 of this Article at regular starting time, and the Employer shall provide or pay for all additional transportation for such jobs, including transportation from such job back to the limits specified in Section 1 of this Article which will assure arrival at such limits at quitting time. As an alternative to the foregoing method, travel expense may be paid by a zone or other method of payment. If this alternative method is used, it will be provided in a written addendum attached hereto. If an Employer sends an employee to perform work outside of the territorial jurisdiction of the United States of America or Canada, travel pay and/or subsistence arrangements shall be negotiated locally.

ARTICLE VIII

SECTION 1. The minimum rate of wages for journeymen sheet metal workers covered by this Agreement when employed in a shop or on a job within the jurisdiction of the Union to perform any work specified in Article I of this Agreement shall be (see page 40) per hour, except hereinafter specified in Section 2 of this Article.

SECTION 2. On all work specified in Article I of this Agreement, fabricated and/or assembled by journeymen, apprentices, preapprentices and/or classified sheet metal workers within the jurisdiction of this Union, or elsewhere, for erection and/or installation within the jurisdiction of any other collective bargaining areas or local union affiliated with Sheet Metal Workers' International Association, whose established wage scale is higher than the wage scale specified in this Agreement, the higher wage scale of the jobsite union shall be paid to the employees employed on such work in the home shop or sent to the jobsite.

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

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|--|--------------------------------------|
| 1. Ventilators | 6. Mixing (attenuation) boxes |
| 2. Louvers | 7. Plastic skylights |
| 3. Automatic and fire dampers | 8. Air diffusers, grilles, registers |
| 4. Radiator and air conditioning unit enclosures | 9. Sound attenuators |
| 5. Fabricated pipe and fittings for residential installations and light commercial work as defined in the locality | 10. Chutes |
| | 11. Double-wall panel plenums |
| | 12. Angle rings |

SECTION 4. The provisions of Section 2 of this Article shall not be applicable to AIR POLLUTION CONTROL SYSTEMS fabricated for the purpose of removing air pollutants, excluding air conditioning, heating and ventilating systems. In addition, the provisions of Section 2 of this Article will not be applicable to the manufacture of spiral pipe and fittings, except when such a provision is contained in the local union agreement or addendum to the SFUA.

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

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

be otherwise governed by the established working conditions of the local Agreement. If employees are sent into an area where there is no local Agreement of the Sheet Metal Workers' International Association covering the area then the minimum conditions of the home local union shall apply.

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

SECTION 8. Welfare benefit contributions shall not be duplicated.

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

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

SECTION 9. Wages at the established rates specified herein shall be paid by check or cash in the shop or on the job at or before quitting time on Friday each week, and no more than two (2) days' pay will be withheld. Alternative payroll procedures, i.e., electronic and/or automatic deposit may be negotiated locally. However, employees when discharged shall be paid in full.

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

SECTION 11. Each Employer covered by this Agreement shall employ at least one (1) journeyman sheet metal worker who is not a member of the firm on all work specified in Article I of this Agreement.

SECTION 12.

(a). Contributions provided for in Section 12(b) of this Article will be used to promote programs of industry education, training, negotiation and administration of collective bargaining agreements, research and promotion, such programs serving to expand the market for the services of the Sheet Metal Industry, improve the technical and business skills of Employers, stabilize and improve Employer-Union relations, and promote, support and improve the employment opportunities for employees. No part of any such payments, however, shall be used for any other purpose except as expressly specified above.

(b). The Employer shall pay the Sheet Metal and Air Conditioning Contractors' National Industry Fund of the United States (IFUS) eight cents (\$0.08) per hour for

each hour worked on and after the effective date of this Agreement by each employee of the Employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted to IFUS, 4201 Lafayette Center Drive, Chantilly, Virginia, 20151 -1209, or for the purpose of transmittal, through Mid-State Sheet Metal Air Conditioning Contractor's Association.

(c). The IFUS shall submit to the Sheet Metal Workers' International Association not less often than semi-annually written reports describing accurately and in reasonable detail the nature of activities in which it is engaged or which it supports directly or indirectly with any of its funds. One time per year, the IFUS shall include in such written report a financial statement attested to by a certified public accountant containing its balance sheet and detailed statement of annual receipts and disbursements. Further specific detailed information in regard to IFUS activities or its receipts and/or expenditures shall be furnished to the Sheet Metal Workers' International Association upon written request.

(d). Grievances concerning use of IFUS funds for purposes prohibited under Section 12(a) or for violations of other subsections of this Section may be processed by the Sheet Metal Workers' International Association directly to the National Joint Adjustment Board under the provisions of Article X of this Agreement. In the event such proceeding results in a deadlock, either party may, upon ten (10) days notice to the other party, submit the issue to final and binding arbitration. The Arbitrator shall be selected by the Co-Chairmen of the National Joint Adjustment Board. The Arbitrator shall be authorized to impose any remedial order he deems appropriate for violation of this Section, including termination of the Employer's obligation to contribute to the IFUS. The authority of the Arbitrator is expressly limited to a determination of a deadlocked issue under this Section, (Section 12, Article VIII), and no other.

SECTION 13.

(a). Contributions provided for in Section 13(b) of this Article will be used to promote programs of industry education, training, negotiation and administration of collective bargaining agreements, research and promotion, such programs serving to expand the market for the services of the Sheet Metal Industry, improve the technical and business skills of Employers, stabilize and improve Employer-Union relations, and promote, support and improve the employment opportunities for employees. No part of any such payments, however, shall be used for any other purpose except as expressly specified above.

(b). The Employer shall pay to the Betterment of Industry Fund, 1507 Alma Drive, Champaign, IL 61820 (local industry fund), ten cents (\$.10) per hour for each hour worked on or after the effective date of this Agreement by each employee of the Employer covered by this Agreement. Payment shall be made monthly on or before the 20th day of the succeeding month.

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

(d). Grievances concerning use of local industry fund monies to which an Employer shall contribute for purposes prohibited under Section 13(a) or for violations of other subsections of this Section shall be handled under the provisions of Article X of this Agreement. The National Joint Adjustment Board shall be authorized to impose any remedial order for violation of this Section, including termination of the Employer's obligation to contribute to the local industry fund.

SECTION 14. The Union and Employer recognize that the contributions provided in Sections 12(b) and 13(b) of this Article support activities that benefit the entire sheet metal industry. It is essential that the Employer support these activities, even though it may be performing sheet metal work under the provisions of a separate project agreement or maintenance agreement.

Therefore, hours worked for purposes of determining the contributions required under Sections 12(b) and 13(b) of this Article shall include all hours worked by each employee of the Employer under any project agreement or maintenance agreement, unless specifically excluded by the terms of a written addendum that is negotiated by the Contractors' Association and the Local Union that are parties to this Agreement.

SECTION 15. Effective as of the date of this Agreement the Employers will contribute to the International Training Institute for the Sheet Metal and Air Conditioning Industry (ITI) twelve cents (\$0.12) per hour for each hour worked by each employee of the Employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the ITI, or for purposes of collection and transmittal through Sheet Metal Worker's Local 218.

Effective as of the date of this Agreement the Employers will contribute to the National Energy Management Institute Committee (NEMIC), a jointly administered trust fund, three cents (\$0.03) per hour for each hour worked by each employee of the Employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the NEMIC, or for the purposes of collection and transmittal through Sheet Metal Worker's Local 218.

Effective as of the date of this Agreement the Employers will contribute to the Sheet Metal Occupational Health Institute Trust (Institute) two cents (\$0.02) per hour for each hour worked by each employee of the Employer covered by this Agreement until the Institute Trustees determine

that the Trust is financially self-sufficient. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the Institute, or for purposes of collection and transmittal through Sheet Metal Worker's Local 218.

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

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

SECTION 16. In the event that the Employer becomes delinquent in making contributions to any national or local Fund, the Union may withdraw all employees from the service of the Employer within 7 days notice of such delinquency by the trustees. The withdrawal of such employees from the service of the Employer shall not constitute a violation of any provision of this Agreement.

SECTION 17.

(a). The Employer shall comply with any bonding provisions governing local Funds that may be negotiated by the local parties and set forth as a written Addendum to this Agreement. The Employer shall likewise comply with bonding requirements established by the Trustees of the National Funds.

(b). When an Employer is performing any work specified in Article I of this Agreement outside of the area covered by this Agreement, and within the area covered by another Agreement with a local union affiliated with the Sheet Metal Workers' International Association, the Employer shall comply with uniformly applied bonding requirements of that local area that are reasonable and necessary to ensure the timely payment of any contribution that may be required to local and national Funds, but in no event shall such bonds be in excess of three (3) months estimated contributions to local and national Funds.

(c). An Employer that has been delinquent in making contributions to any national or local fund shall, upon written notification of the trustees or local union, make the specified payment to such fund at weekly intervals. Such obligation shall continue until the Employer has not been delinquent in making contributions for a period of 6 consecutive months.

ARTICLE IX

SECTION 1. Journeymen, apprentice, preapprentice and classified sheet metal workers covered by this Agreement shall provide for themselves all necessary hand tools. The Union and the Employer shall establish a standardized tool list, which shall be set forth as a written addendum attached hereto.

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

ARTICLE X

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

SECTION 1. Grievances of the Employer or the Union, arising out of interpretation or enforcement of this Agreement, shall be settled between the Employer directly involved and the duly authorized representative of the Union, if possible. Both parties may participate in conferences through representatives of their choice. The local Employers' Association or the Local Union, on its own initiative, may submit grievances for determination by the Board as provided in this Section. The grievance procedure set forth in this Article applies only to labor-management disputes.

To be valid, grievances must be raised within thirty (30) calendar days following the occurrence giving rise to the grievance, or, if the occurrence was not ascertainable, within thirty (30) calendar days of the first knowledge of the facts giving rise to the grievance.

SECTION 2. Grievances not settled as provided in Section 1 of this Article may be appealed by either party to the Local Joint Adjustment Board where the work was performed or in the jurisdiction of the Employer's home local and such Board shall meet promptly on a date mutually agreeable to the members of the Board, but in no case more than fourteen (14) calendar days following the request for its services, unless the time is extended by mutual agreement of the parties or Local Joint Adjustment Board. The Board shall consist of representatives of the Union and of the local Employers' Association and both sides shall cast an equal number of votes at each meeting. Except in the case of a deadlock, a decision of a Local Joint Adjustment Board shall be final and binding.

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

SECTION 3. Grievances not disposed of under the procedure prescribed in Section 2 of this Article, because of a deadlock or failure of such Board to act, may be appealed jointly or by either party to a Panel, consisting of one (1) representative appointed by the Labor Co-Chairman of the National Joint Adjustment Board and one (1) representative appointed by the Management Co-Chairman of the National Joint Adjustment Board. Appeals shall be mailed to the National Joint Adjustment Board.* Notice of appeal to the Panel shall be given within thirty (30) days after termination of the procedures prescribed in Section 2 of this Article. Such Panel shall meet promptly but in no event more than fourteen (14) calendar days following receipt of such appeal, unless such time is extended by mutual agreement of the Panel members. Except in case of deadlock, the decision of the Panel shall be final and binding.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 10. In addition to the settlement of disputes provided for in Sections 1 through 8 of this Article, either party may invoke the services of the National Joint Adjustment Board to resolve disputes over the initial establishment of terms for specialty addenda, if the provisions of Article X have been adopted in their entirety, and without modification.

Such a dispute may be submitted upon the request of either party any time that local negotiations for such an agreement have been unsuccessful. Such a dispute shall be submitted to the National Joint Adjustment Board pursuant to the rules as established and modified from time to time by said Board. The unanimous decision of said Board shall be final and binding upon the parties. There shall be no strike or lockout over such a dispute.

ARTICLE XI

SECTION 1. All duly qualified apprentices shall be under the supervision and control of a Joint Apprenticeship and Training Committee composed of six (6) members, three (3) of whom shall be selected by the Employer, and three (3) by the Union. Said Joint Apprenticeship and Training Committee shall formulate and make operative such rules and regulations as they may deem necessary and which do not conflict with the specific terms of this Agreement, to govern eligibility, registration, education, transfer, wages, hours, working conditions of duly qualified apprentices and the operation of an adequate apprentice system to meet the needs and requirements of the trade. Said rules and regulations when formulated and adopted by the parties hereto shall be recognized as part of this Agreement.

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

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

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

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

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

SECTION 6. A graduated wage scale similar to that shown below, based on the journeyman wage rate, shall be established for apprentices. The scale may vary based on local market conditions and recruiting requirements.

First year -First half 40%-Second half 45%	Third year -First half 60%-Second half 65%
Second year-First half 50%-Second half 55%	Fourth year -First half 70%-Second half 75%

This Section shall not have the effect of reducing the wage progression schedule of any apprentice who was indentured prior to the effective date of this Agreement.

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

SECTION 8. The parties agree that concentrated apprenticeship training is preferable to night-schooling and urge the Joint Apprenticeship and Training Committee to implement concentrated training during the term of this Agreement.

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

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

ARTICLE XII

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

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

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

The wage scale for preapprentices shall be a minimum of thirty percent (30%) of the wage rate for journeymen sheet metal workers. Health and welfare coverage shall be arranged on behalf of the preapprentices by the parties.

Pension contributions will be paid on all hours worked beginning with the first payroll period after 90 days in the amount of five percent (5%) of the journeyman pension fund contribution, to the next whole cent, or a minimum of twelve cents (\$0.12) per hour, whichever is greater, for each hour worked on or after the effective date of this agreement. The parties shall make all necessary arrangements so that any preapprentice being reclassified shall experience no break in benefits coverage.

ARTICLE XIII

SECTION 1. Classified workers may be employed in the following ratio:

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

Classified workers may perform any work covered by Article I of which they are capable and will work under the general direction of a journeyman. The wage rate for classified workers will be not less than forty percent (40%) of the journeyman wage rate. They shall be covered by the local health and welfare plan. Pension contributions shall be the same percentage as their wage rate.

In the event the Employer is entitled to employ a classified worker and the Union fails to comply with the Employer's written request to furnish a classified worker within forty-eight (48) hours, the Employer may directly hire such employees, and refer them to the Union.

ARTICLE XIV

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

to improve communications, understand and respond to industry direction and trends, and resolve common issues collaboratively.

ARTICLE XV

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

ARTICLE XVI

SECTION 1. This Agreement and Addenda Numbers 1 through 16 attached hereto shall become effective on the 1st day of June, 2010, and remain in full force and effect until the 31st day of May, 2012 and shall continue in force from year to year thereafter unless written notice of reopening is given not less than ninety (90) days prior to the expiration date. In the event such notice of reopening is served, this Agreement shall continue in force and effect until conferences relating thereto have been terminated by either party by written notice, provided, however, that, if this Agreement contains Article X, Section 8, it shall continue in full force and effect until modified by order of the National Joint Adjustment Board or until the procedures under Article X, Section 8 have been otherwise completed.

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

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

SECTION 4. Each Employer hereby waives any right it may have to repudiate this Agreement during the term of this Agreement, or during the term of any extension, modification or amendment to this Agreement.

SECTION 5. By execution of this Agreement the Employer authorizes Mid-State Sheet Metal and Air Conditioning Contractor's Association to act as its collective bargaining representative for all matters relating to this Agreement. The parties agree that the Employer will hereafter be a member of the multi-employer bargaining unit represented by said Association unless this authorization is withdrawn by written notice to the Association and the Union at least one hundred and fifty (150) days prior to the then current expiration date of this Agreement.

**ADDENDUMS FOR LOCAL #218-C CONTRACT
EFFECTIVE JUNE 1, 2010 THROUGH MAY 31, 2012**

ADDENDUM #1

SECTION 1. Relating to Contractors: Whereas the parties hereto are desirous of making an explanatory addition to the principal contract and following addenda thereto:

Now, therefore they do agree that whenever the term "Contractor" or "Employer" is used in the principal contract and/or addenda thereto, it shall not include an individual or company which:

- A. Has no regular place of business;
- B. Does not fabricate sheet metal work;
- C. Does not have the machinery, tools, or equipment to fabricate or install sheet metal work;
- D. Does not regularly employ sheet metal craftsmen;
- E. Is not qualified to supervise sheet metal installations or who lacks any substantial number of the above qualities or qualifications;
- F. If no signatory Contractor will bid or secure the sheet metal work, the Business Manager and/or the Business Agent of Local #218 will do whatever he feels is necessary to secure all work of the sheet metal workers covered under Article I, SECTION 1 of the Standard Form of Union Agreement.

SECTION 2. A successful and complete conference shall be a prerequisite to the undertaking of construction by either party. Before work begins on any construction project or job, the parties shall hold a pre-job conference at which representatives of any other company, corporation, partnership, individual owner, or general contractor having an actual or prospective contract with either of the parties shall be present, the purpose of said conference being:

- A. To assure that all work performed by the employees at the construction site or in the shop shall be done under the terms and conditions of the principal agreement;
- B. That all work within the general field of the sheet metal and ventilation industry at the job site or in the shop shall be performed by employees whose wages and working conditions at least meet the terms of the principal contract; and
- C. To assure, insofar as possible, that the work of the Employer under this contract shall not be interrupted because of any labor disputes.
- D. The Union and signatory Employers agree to the utilization of the Plan For The Settlement of Jurisdictional Disputes In The Construction Industry, except where the Union has signed and agreed to a specific project labor agreement with the owner of a specific project.

SECTION 3. If more favorable conditions are granted by the Union to any signatory Employer, the Union shall provide the same favorable conditions to all signatory contractors the same day favorable conditions are granted by the Union. Notification of favorable conditions shall be conveyed in writing to all members of Mid-State Sheet Metal and Air Conditioning Contractors Association by notifying the designated office of the current association president. Mid-State Sheet Metal and Air Conditioning Contractors Association and Sheet Metal Workers Local #218 shall not be responsible for the notification of favorable conditions to a signatory Contractor that is not a member of Mid-State Sheet Metal and Air Conditioning Contractors Association.

SECTION 4. The Contractors Association and Local #218 hereby agree that, the operation of all equipment and/or machines, of every kind and description pertaining to the fabrication and installation of all sheet metal work, including but not limited to, welding machines, shall be the work of the employees covered by this contract. It is also agreed, that any and all work performed in the shop and/or on the job site by a signatory Employer shall be the work of the employees covered by this contract, including but not limited to the transportation of all materials and/or equipment.

SECTION 5. All new Contractors and those in business less than two (2) years shall post a bond in an amount of fifty thousand dollars (\$50,000.00) to cover wages and fringe benefits. The Union office shall forward to the president of Mid-State Sheet Metal and Air Conditioning Contractors Association, within thirty (30) calendar days, evidence of a fifty thousand dollar (\$50,000.00) bond being posted for any contractor signatory for less than two (2) years. When a Contractor is bonded, faithfully transmits the fringes for a two (2) year period, no further bond shall be required. Any Contractor who shall issue a NSF (Not Sufficient Fund) check or fails to transmit the fringes as required by this agreement, shall post a bond as above required for a twenty-four (24) month period.

No employee shall work in a shop or on a job site when his Employer is thirty (30) days late in transmission of his fringes or any other monies, including penalties.

The employees shall report immediately to the Union the issuance of any NSF (Not Sufficient Fund) payroll checks and shall be removed from any shop or job site. The employee shall receive full pay for all time lost from work until such time as all checks are made good. If NSF (Not Sufficient Fund) checks are issued on a second occasion, the Employer, for a period of twelve (12) months, will be required to pay by certified check.

The Employer's liability for payment hereunder shall not be subject to the grievance or arbitration procedure provided under the Collective Bargaining Agreement.

An Employer who fails to comply with the obligations set forth in this section shall also be liable to the employees, Union, trust funds and other entities, as the case may be, for payment of liquidated damages in the amounts equal to the monetary obligations due and owing them or any of them which the bond required by this section is designed to secure. The joint grievance committee shall have the power to award liquidated damages in any proceeding which involves a violation of this section and any awarded liquidated damages shall be in addition to any and all remedies available for violations of any other provision of this agreement or under any law of the State of Illinois or the United States.

SECTION 6. The Contractor shall carry Workmen's Compensation, Social Security Benefits, and Unemployment Compensation on all employees covered by this Agreement. Unemployment Compensation number shall be furnished to the Union.

SECTION 7. When an employee has an injury of a serious nature which requires medical attention, he shall be accompanied by a steward or another employee, to the hospital or doctor, and neither shall suffer loss in pay for same. This shall not prevent management personnel, in lieu of the steward

or other employee if readily available, to accompany injured. On repeated visits within reason for same injury, before released, the injured employee shall suffer no loss of pay.

ADDENDUM #2

ARTICLE IV

SECTION 1: The Employer agrees to give the Business Representative at least forty-eight (48) hours (2 working days) advance notice when additional journeymen sheet metal workers are requested.

The Contractor will give the Union Office at least twenty-four (24) hours advance notice of the termination of employees so that they may be reassigned with a minimum of lost time. All employees shall be notified two (2) hours prior to quitting time on the day they are to be terminated. Failure to comply with the two (2) hour notification may result in an additional one (1) day pay.

All employees should give the Contractor advance notice of time off when practical.

SECTION 2. If the Union is unable to refer qualified applicants for employment to the Employer within forty-eight (48) hours (2 working days) from the time of receiving the Employers request, the Employer shall be free to secure "Applicant Temporary Employees" to meet his immediate need for work accomplishment.

A qualified journeyman sheet metal worker shall be an individual who:

- A. Is a member of the Sheet Metal Workers International Association, or;
- B. Is an individual who can pass the test used to qualify sheet metal worker apprentices as they proceed from phase to phase of their apprentice training and retains OSHA certifications as required by state and federal law.

SECTION 3. Referral Procedures: In the interest of maintaining an efficient system of production in the industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interest of the employees in their employment status within the area, and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment:

SECTION 4: Referral Of Applicants For Employment:

- A. The Union shall be the sole and exclusive source of Employers for referrals of applicants for employment notwithstanding the provisions of ARTICLE IV and ARTICLE V of the Standard Form of Union Agreement.
- B. The Employer shall retain the right to reject any applicant referred by the Union provided that the Employer shall not reject any applicant referred by the Union because of that applicants Union membership or activities on behalf of the Union or because the applicant is a member of any group protected by any federal, state, or local equal employment opportunity law, rule, regulation, or opinion. The Employer will provide a termination notice to the employee who is

terminated for any reason other than reduction in forces. The termination notice will be signed by the Employer and the employee. If the employee refuses to sign the termination notice, the Employer will write it on the form stating the employee refused to sign.

- C. The Union shall select and refer applicants for employment without discrimination against such applicant by reason of membership or non-membership in the Union, and such selection and referral shall not be affected in any way by rules, regulations, by-laws, constitutional provisions, or any other aspect or obligations of the Union membership policies or requirements. All such selection and referral shall be in accordance with the procedure set forth herein.

SECTION 5. Register Of Applicants For Employment: The Union shall maintain a register of applicant for employment established on the basis of the groups listed below. Each applicant for employment shall be registered in the highest priority group for which he is qualified. Special qualifications shall be a matter of record.

GROUP I. All applicants for employment who have four (4) or more years experience in the trade and who have been employed for a period of at least two (2) years in the last four (4) years under collective bargaining agreement between the parties of this Agreement.

GROUP II. All applicants for employment who have four (4) or more years experience in the trade.

GROUP III. All applicants for employment who have had two (2) or more years experience in the trade, are residents of the jurisdictional area of Local #218, and who have been employed for at least six (6) months in the last three (3) years in the trade under a collective bargaining agreement between the parties to this Agreement.

GROUP IV. All applicants for employment who have worked at the trade for more than one (1) year.

GROUP V. All applicants for employment who do not meet one of the above conditions.

SECTION 6. Out Of Work List: The Union shall maintain an "Out of Work List," which shall list the applicants within each group who are unemployed in the chronological order of the date they register their availability for employment, subject to the following:

- A. Each applicant for employment shall be required to register in writing every thirty (30) days, in order to retain his place on the "Out of Work List."
- B. An applicant who is referred to an Employer, and who, through no fault of his own, receives less than eighty (80) hours work, shall be restored to the position on the "Out of Work List" within his/her group to which he would be entitled had he not been referred.
- C. Any applicant for employment who refuses three (3) offers of work in the jurisdiction of Local #218 will be placed at the bottom of the "Out of Work List."

SECTION 7. Method Of Referral Of Applicants: The Employer shall advise the Business Manager of the Union in writing of the number and special qualifications of the applicants needed. The Business Manager shall refer applicants to the Employer by first referring the applicants in Group I in the order of their places on the "Out of Work List," in Group II and then, while Group I and Group II list respectively remain exhausted, refer applicants successively in the same manner from the "Out of Work List" in Group III, and then Group IV. Any applicant who is rejected by the Employer shall return to his place within his Group.

SECTION 8. The only exceptions which shall be allowed in this order of referral are as follows:

- A. When the Employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager of the Union shall refer the first applicant on the register possessing such skills and abilities without regard to the applicants place on the "Out of Work List."
- B. When a journeyman has been employed for a period of more than three (3) calendar months, thereafter the journeyman may be referred to the Employer by the Business Manager if requested by the Employer within a period of three (3) years from last employment without regard to the journeyman's place on the "Out of Work List."
- C. After a waiting period of seven (7) calendar days, with a card signed by the Business Manager, a journeyman shall be permitted to solicit a job. After acceptance of employment the Employer shall sign the card and the journeyman shall be responsible for returning the card to the Business Manager. This card shall be dated and shall expire in thirty (30) days.

SECTION 9. Hold Harmless: The Union agrees to indemnify and save harmless the Employer from any damages of any kind or nature whatsoever that the Employer shall be obligated to pay to a registrant in the management and operation of such hiring procedures, as outlined above.

The Employer agrees to indemnify and save harmless the Union from any damage of any kind or nature whatsoever that the Union shall be obligated to pay to a registrant or applicant as the sole result of the Employer discriminating against any registrant or applicant referred by the Union for employment within the company in violation of any federal, state, or local equal employment opportunity law, rule, regulation, or opinion pertaining in any way to the employment of employees including, without limitation, the national labor relations act and the fair labor standards act and their state and local counterparts.

ADDENDUM #3

ARTICLE VI

SECTION 1A: Overtime: The first two (2) hours of overtime per day during Monday through Friday will be paid at time and a half (1½). The first eight (8) hours of overtime on Saturday will be paid at time and a half (1½), all other overtime will be at double time.

SECTION 1B. All overtime service work on Residential HVAC Equipment is to be paid at time and a half (1 1/2).

SECTION 2. Holiday Observance: All holidays that fall on Saturday shall be observed on the preceding Friday. When this occurs, both Friday and Saturday, if worked, would be paid at double time. Holidays that fall on Sunday shall be observed on the following Monday. When this occurs, Monday, if worked, would be paid at double time.

SECTION 3. Four 10-Hour Days. A work week of four (4) consecutive ten (10) hour days, Monday through Thursday or Tuesday through Friday, will be permitted where conditions warrant when approved by mutual agreement of the Union, employee(s) and the Employer. The following rules will apply on field projects utilizing the four ten hour work week:

1. The four (4) scheduled ten (10) hour days shall be paid at the regular straight time wages.
2. At the Employer's discretion, if the scheduled work week is Monday through Thursday, Friday will be considered the make-up day if work during Monday through Thursday was cancelled due to inclement weather.
3. At the Employer's discretion, if the scheduled work week is Tuesday through Friday, Monday will be considered the make-up day if work during Tuesday through Friday was cancelled due to inclement weather.
4. The first ten (10) hours worked on a make-up shall be paid at one and one-half (1 1/2) times the regular hourly rate. All hours worked in excess of ten hours shall be paid at two (2) times the regular hourly rate.
5. All hours worked on Saturday and Sunday shall be paid at two (2) times the regular hourly rate.
6. If an employee is transferred to or from a ten hour day project, after the start of the week, they shall be paid one and one-half (1 1/2) times the regular hourly wage for the first two hours worked per day over eight (8) hours during the scheduled four (4) ten-hour work week.
7. If make-up days are worked, the entire crew shall be offered the opportunity to work. No employee shall be discriminated against for refusing to work a make-up day.
8. Failure to receive prior approval from the Union and the employees will void the four (4) ten (10) hour provision of this agreement and all hours worked will be paid according to the regular five (5) day, eight (8) hours per day work week and the appropriate overtime rates established in Section 1A of Addendum #3, Article VI.

SECTION 4. Shift Work: Shift work may be performed at the option of the Employer, but when performed it must continue for a period of not less than five (5) consecutive work days. Saturday and Sunday, if worked, can be used for establishing the 5 day minimum shift work period. The work week for straight time shift purpose shall be considered to start with the beginning of the day shift on Monday and end with the completion of the second shift on Friday, if only two shifts are worked. The first or day shift shall work a regular eight (8) hours shift. If two shifts are worked, the second shift shall be seven and one-half (7 1/2) hours for which each employee shall receive pay for eight (8) hours, plus fifteen percent (15%). Work in excess of seven and one-half hours shall be paid at overtime rates, including the shift premium rate. If three shifts are worked, the third shift shall be seven (7) hours for which each employee shall receive eight (8) hours pay, plus 20 percent (20%). Work in excess of seven (7) hours shall be paid at the overtime rates, including the shift premium. The Employer and the Union shall establish mutually acceptable hours considering, among other

things, the schedule of shift work of the related crafts in the local Building Trades area in which the job is located. A lunch period of thirty (30) minutes shall be allowed on each shift.

ADDENDUM #4

ARTICLE VII

SECTION 1. At the option of the employee, and for his own personal convenience an employee may use his own vehicle for the purpose of moving himself and his personal tools from one job to another job, but only one time during a working day, and for his own transportation.

SECTION 2. When employed outside of the limits specified in SECTION 1 of this ARTICLE, the Employer shall pay in advance for one (1) normal travel time to and from the job five (5) miles from location of home, shop or from the workman's residence. Said basis of location selection to be made by the Employer. During the duration of the job the Employer shall pay one additional round-trip at same basis each time an employee is called in before job completion.

SECTION 3. Mileage Or Transportation. The Employer shall either furnish transportation or pay in advance thirty-two cents (\$0.32) per mile for one trip for one car for every two (2) employees or less from home, shop, or workman's residence. Said basis of location selection to be made by Employer.

SECTION 4. Living Expenses: The Employer shall pay in advance for living expenses for one (1) employee either eighty dollars (\$80.00) Monday through Thursday plus a round trip from the job site each weekend in accordance with SECTION 3 at the straight time rate including all fringes.

When two (2) employees travel together the rate shall be sixty dollars (\$60.00) per day, per man, seven (7) days per week or sixty dollars (\$60.00) Monday through Thursday plus a round trip for the job site each weekend in accordance with SECTION 3 at the straight time rate including all fringes.

For any job outside the local jurisdiction but within forty (40) miles of its boundaries, the contractor shall have the option to pay the per diem rate and require the employee to stay out of the local jurisdiction, or pay him/her thirty dollars (\$30.00) per each working day for all traveling before 8:00 A.M. and after 4:30 P.M. using the contractor's truck not including loading and unloading which occurs before 8:00 A.M. or after 4:30 P.M.

SECTION 5. The regular work day shall consist of eight (8) hours labor in the shop or on the job between 6:00 A.M. and 4:30 P.M. These hours may be adjusted by a majority vote of the employees with the Employer's consent.

SECTION 6. The employees will be placed nearest their homes whenever possible.

ADDENDUM #5
ARTICLE VIII

SECTION 1. The rate of wages for journeyman sheet metal workers when employed in the shop or on the job within the jurisdiction of Local #218 to perform work specified in ARTICLE I of this Agreement, except as herein after specified in SECTION 2 of this ARTICLE, shall be as shown per attached wage and fringe benefits structure sheet.

The rate of wages for foreman sheet metal workers shall be \$2.00 over scale for a two to three (2-3) employee crew including apprentices and classified workers, and \$3.00 over scale for a four (4) employee crew including apprentices and classified workers.

When an Employer employs more than ten (10) employees on one (1) job for a period of more than three (3) consecutive work days or more than twenty-four (24) consecutive hours, the rate of pay for general foreman sheet metal workers shall be \$5.00 over scale including apprentices and classified workers in crew size.

Foreman and general foreman are included in the count for crew size in the determination of applicable foreman rates.

When there are ten (10) or more men on a job there will be a general foreman and a foreman:

- A. Pay for that part of supervisor's employment not subject to negotiation under this Agreement shall be negotiated directly between the supervisor and his Employer.
- B. The designation of any journeyman as a foreman shall be the decision of the Employer.
- C. A job foreman shall be a member of Sheet Metal Workers' Local Union #218.
- D. A job or shop foreman shall be appointed on every job or shop in which there are two (2) or more journeymen. General foreman wages are not mandatory in shop.
- E. A job foreman is a working foreman.
- F. A job foreman shall be responsible for the competent and efficient accomplishment of the work assigned to him or his crew. He shall see that work is stopped and started at the prescribed time.
- G. A job foreman shall keep all records and prepare all reports required by the Employer and shall be responsible for the preparation of material, equipment, and tool lists required to maintain efficient, continuous work accomplishment by his crew. A reasonable time to procure and deliver items required shall not be less than twenty-four (24) hours of one (1) work day.
- H. All order instructions shall be handed down through the proper chain of command starting with the highest classification down through apprentice.

SECTION 2.

- A. **PAID BEFORE A HOLIDAY:** When a holiday falls on Thursday and the shop is closed on Friday, pay day will be on the Wednesday before the Thursday holiday.
- B. **PAY AFTER QUITTING:** When an employee quits of his own accord he shall wait for the regular pay day for his wages.
- C. No more than seven (7) consecutive calendar days will be withheld.

SECTION 3. Show Time:

- A. Day begins at 8:00 A.M.; work any part till 10:00 A.M.; receives two (2) hours pay.
- B. Day begins at 8:00 A.M.; work after 10:00 A.M.; leave before 12:00 P.M.; receives four (4) hours pay.
- C. Day begins at 8:00 A.M.; work after 12:30 P.M.; leave before 2:30 P.M.; receives six (6) hours pay.
- D. Day begins at 8:00 A.M.; work after 2:30 P.M.; leave before 4:30 P.M.; receives eight (8) hours pay.

SECTION 4. Filing Date For Reports & Payments: The payments and reports of the following local funds shall be sent to the Sheet Metal Workers Local #218, 2855 Via Verde, Springfield, IL 62703 on or before the fifteenth (15th) of each month following the calendar months in which the hours were worked.

- A. **APPRENTICE TRAINING CONTRIBUTION:** The Employer shall pay the amount per hour as per the attached wage and fringe benefits detail sheet for each hour worked by all employees of the Employer covered by this Agreement to “The Sheet Metal Workers’ Local #218 Joint Fund for the Training of Apprentice and Journeymen.”

The Employer agrees to adopt the Agreement and Declaration of Trust of the Sheet Metal Workers' Local #218 Joint Fund for the Training of Apprentice and Journeymen as presently constituted and as the same may be amended from time to time, to be bound by all Rules and Regulations of the fund as adopted by the Trustees, as presently existing and as the same may be amended from time to time.

- 1. A “Joint Apprentice and Journeyman Training Committee” shall have the sole custody, ownership, and administration of this Fund.
- 2. Sheet Metal Workers’ Local #218 and Mid-State Sheet Metal and Air Conditioning Contractor's Association agree to designate a minimum of four (4) trustees and a maximum of six (6) trustees to administer the “Joint Apprentice and Journeyman Training Trust.”
- 3. A yearly audit of the “Joint Apprentice and Journeyman Training Trust” will be available at the Union Hall for inspection by any individual covered by this contract, Sheet Metal Worker of Local #218, and member of Mid-State Sheet Metal and Air Conditioning Contractors Association.
- 4. The Joint Fund (see ARTICLE XIII) by majority vote, shall determine the needs including, but not in limitation thereof, the funds, equipment, and the personnel for the proper functioning of the Training Program.
- 5. If in the administration of the Training Program, the Committee shall be unable to arrive to a decision of any question arising, the subject in controversy shall be submitted to a third party mutually agreed upon. The decision of such named person shall be binding upon all parties.
- 6. Local #218 will enforce collection of Training Fund.

- B. **BETTERMENT OF INDUSTRY FUND**: The Employer shall pay the amount per hour as per attached wage and fringe benefits detail sheet per hour for each hour worked by all employees of the Employer covered by this Agreement to the "Betterment of the Industry Fund" of the Mid-State Sheet Metal and Air Conditioning Contractors Association.

The Employer agrees to adopt the Agreement and Declaration of Trust of the Betterment of Industry Fund as presently constituted and as the same may be amended from time to time, to be bound by all Rules and Regulations of the fund as adopted by the Trustees, as presently existing and as the same may be amended from time to time.

1. The Mid-State Sheet Metal and Air Conditioning Contractors Association shall have the sole custody, ownership, and administration of the Betterment of Industry Fund.
2. The rate of the contributions to the "Sheet Metal Workers' Local #218 Joint Training Fund" and the "Betterment of Industry Fund" of the Mid-State Sheet Metal and Air Conditioning Contractors Association shall be reviewed and/or adjusted annually to meet the anticipated needs of the purposes set forth in I and II of this SECTION. The review and adjustment shall be accomplished on or before November first (1st) of each year, effective January first (1st) of the following year.
3. Betterment of Industry Fund contributions shall be sent to the address designated by Mid-State Sheet Metal and Air Conditioning Contractor's Association.

- C. **NATIONAL INDUSTRY FUND**: The Employer shall pay and transmit the amount per hour as per attached wage and fringe benefits detail sheet to the Sheet Metal and Air Conditioning Contractors "National Industry Fund of the United States" in accordance with SECTION 12.

The Employer agrees to adopt the Agreement and Declaration of trust of the Sheet Metal and Air Conditioning Contractors "National Industry Fund of the United States" as presently constituted and as the same may be amended from time to time, to be bound by all Rules and Regulations of the fund as adopted by the Trustees, as presently existing and as the same may be amended from time to time.

- D. **INTERNATIONAL TRAINING INSTITUTE**: The Employer shall pay and transmit the amount per hour as per attached wage and fringe benefits detail sheet to the "International Training Institute" for the Sheet Metal and Air Conditioning Industry in accordance with SECTION 15 of the SFUA.

The Employer agrees to adopt the Agreement and Declaration of trust of the International Training Institute as presently constituted and as the same may be amended from time to time, to be bound by all Rules and Regulations of the fund as adopted by the Trustees, as presently existing and as the same may be amended from time to time.

SECTION 5. Local Pension: The Employer shall pay and transmit the amount per hour as per attached wage and fringe benefits detail sheet to the Sheet Metal Workers' Local #218 "Pension Trust Fund." The payment shall be sent to the Sheet Metal Worker's Local #218, 2855 Via Verde, Springfield, IL 62703 on or before the fifteenth (15th) of each month following the calendar month in which the hours were worked.

The Employer agrees to adopt the Agreement and Declaration of trust of the Sheet Metal Workers Local #218 Pension Trust Fund as presently constituted and as the same may be amended from time to time, to be bound by all Rules and Regulations of the fund as adopted by the Trustees, as presently existing and as the same may be amended from time to time.

SECTION 6. National Pension: The Employer shall pay and transmit the amount per hour as per attached wage and fringe benefits detail sheet to the Sheet Metal Workers "National Pension Fund." The payment shall be sent to the Sheet Metal Worker's Local #218, 2855 Via Verde, Springfield, IL 62703 on or before the fifteenth (15th) of each month following the calendar month in which the hours were worked.

The Employer agrees to adopt the Agreement and Declaration of trust of the Sheet Metal Workers National Pension Fund as presently constituted and as the same may be amended from time to time, to be bound by all Rules and Regulations of the fund as adopted by the Trustees, as presently existing and as the same may be amended from time to time.

SECTION 7. Health & Welfare: The Employer shall pay and transmit the amount per hour as per attached wage and fringe benefits detail sheet to the Sheet Metal Workers Local #218 "Health & Welfare Trust Fund." The payment shall be sent to the Sheet Metal Worker's Local #218, 2855 Via Verde, Springfield, IL 62703 on or before the fifteenth (15th) of each month following the calendar month in which the hours were worked.

The Employer agrees to adopt the Agreement and Declaration of trust of the Sheet Metal Workers Health & Welfare Trust Fund as presently constituted and as the same may be amended from time to time, to be bound by all Rules and Regulations of the fund as adopted by the Trustees, as presently existing and as the same may be amended from time to time.

SECTION 8. SASMI. The Employer shall make monthly payments of an amount equal to three percent (3%) of the gross earnings of each employee subject to this agreement to the National Stabilization Agreement for the Sheet Metal Industry Trust Fund (SASMI). Gross earnings, for purposes of this agreement, shall mean (a) total wages paid to an employee by the Employer which are reportable by the employee for federal income tax purposes, and (b) any and all contributions paid by such Employer on behalf of the employee to a pension fund and/or health and welfare fund.

The Employer agree to adopt the National Stabilization Agreement of the Sheet Metal Industry Agreement and Declaration of Trust as presently constituted and as the same may be amended from time to time, to be bound by all the rules and regulations of the plan as adopted by the trustees, as presently existing and as the same may be amended from time to time.

SECTION 9. Sheet Metal Workers' International Scholarship Fund:

The Employer will contribute to the Sheet Metal Workers' International Scholarship Fund one cent (\$0.01) per hour for each hour worked by each employee of the Employer covered by this agreement. The payment and report shall be sent to Sheet Metal Worker's Local #218, 2855 Via Verde, Springfield, IL 62703 on or before the fifteenth (15th) of each month following the calendar month in which the hours were worked.

The Employer agrees to adopt the Agreement and Declaration of trust of the Sheet Metal Workers International Scholarship Fund as presently constituted and as the same may be amended from time to time, to be bound by all Rules and Regulations of the fund as adopted by the Trustees, as presently existing and as the same may be amended from time to time.

SECTION 10. TEAM Fund: The Employer will contribute to the TEAM Fund six cents (\$0.06) per hour for each hour worked by each employee of the Employer covered by this Agreement. TEAM is a joint labor-management committee serving the construction industry in the Champaign County area. The payment and report shall be sent to Sheet Metal Worker's Local #218, 2855 Via Verde, Springfield, IL 62703 on or before the fifteenth (15th) of each month following the calendar month in which the hours were worked.

The Employer agrees to adopt the Agreement and Declaration of trust of the TEAM Fund as presently constituted and as the same may be amended from time to time, to be bound by all Rules and Regulations of the fund as adopted by the Trustees, as presently existing and as the same may be amended from time to time.

If at a later date, the Business Manager determines that the TEAM committee has become ineffective, the Business Manager, at his sole discretion, may withdraw from participating to the TEAM Fund. In the event that TEAM Fund contributions are discontinued, the existing wage scale shall be increased by three cents (\$0.03) per hour.

SECTION 11. PAL Fund: The Employer shall pay and transmit the amount per hour as per the attached wage and fringe benefits detail sheet to the P.A.L. Fund, on the employees who have voluntarily authorized their Employer to do so. The Employer shall retain a written copy of the employee's Voluntary Authorization Form for P.A.L. contributions. The payment shall be sent to Sheet Metal Worker's Local #218, 2855 Via Verde, Springfield, IL 62703 on or before the fifteenth (15th) of each month following the calendar month in which the hours were worked.

The Employer agrees to adopt the Agreement and Declaration of trust of the Sheet Metal Workers PAL Fund as presently constituted and as the same may be amended from time to time, to be bound by all Rules and Regulations of the fund as adopted by the Trustees, as presently existing and as the same may be amended from time to time.

SECTION 12. 401(k) Plan: The parties to this agreement have mutually agreed to allow participation by the employees in an existing 401(k) plan which provides for 100% voluntary

contributions. The maximum number of voluntary contribution participation levels shall be restricted to three (i.e. \$1.00, \$2.00, \$3.00.)

When an existing 401(k) plan is selected, the employee may have their Employer withhold one of the three options available from their base rate. The Employer shall send the payment to Sheet Metal Worker's Local #218, 2855 Via Verde, Springfield, IL 62703 for all the 401(k) contributions they withheld for each hour worked on the employees who volunteered to participate in the 401(k) plan. Payment shall be received on or before the fifteenth (15th) of each month following the calendar month in which the hours were worked.

SECTION 13. BCRC: The Employer will contribute to the BCRC Fund three cents (\$0.03) per hour for each hour worked by each employee of the Employer covered by this Agreement. BCRC shall provide TPA Service to Sheet Metal Workers Local 218 Champaign members regarding Pre-Employment Screening, Probable Cause, and Post-Accident/Incident Testing. They shall also contract for EAP Services with Perspectives LTD. The payment shall be sent to the Sheet Metal Worker's Local #218, 2855 Via Verde, Springfield, IL 62703 on or before the fifteenth (15th) of each month following the calendar month in which the hours were worked.

The Employer agrees to adopt the Agreement and Declaration of trust of the BCRC Fund as presently constituted and as the same may be amended from time to time, to be bound by all Rules and Regulations of the fund as adopted by the Trustees, as presently existing and as the same may be amended from time to time.

SECTION 14. No new funds will be introduced or added during the contract with exception of discussion and a mutually agreed upon 401(k) plan. Increases for any existing fund, except the Local Betterment of Industry Fund, shall be taken from the existing wage rate. Decreases from any existing fund shall be added to the existing wage rate.

SECTION 15. Penalty:

Late Payments: Payments to the above-stated Funds shall be made by the Employer on or before the fifteenth (15th) of each month following the calendar month in which the hours were worked. Late payments may result in the assessment of liquidated damages by each respective Fund in accordance with its Rules and Regulations.

Collection: Payments to the above-stated Funds shall be made by the Employer on or before the fifteenth (15th) of each month following the calendar month in which the hours were worked or otherwise in accordance with the rules and procedures adopted by the respective Fund. All contributions shall be made at such time and in such manner, as the respective Funds require. The Funds shall have the authority to have an accountant audit the records of the Employer at the Employer's cost, as set forth in the Trust Agreements, upon reasonable notice, for the purpose of determining the accuracy of the Employer's contributions to the Funds. If an Employer fails to make contributions as prescribed herein, the Union and/or the Trustees shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provision hereof to the contrary notwithstanding, and the Employer shall be liable for liquidated damages and all costs for collection of the payments due, together with reasonable attorney's fees, and other such

costs or charges as may be assessed by the Trustees pursuant to the Trust Agreement and applicable law.

- A. If the Employer fails to pay fringe benefits contributions on time to any of the following funds: Health & Welfare, Savings, Pension, and any other plans, trusts, and funds provided for in this Agreement, the employees shall receive full pay for time lost from work while the work stoppage continues. No work stoppage shall be called because of a delinquency in contributions until seventy-two (72) hours after written notice of the claimed delinquency has been mailed by the Union to the Employer at his usual place of business; if the Employer provided the Union with satisfactory evidence of payment, the work stoppage shall not take place.
- B. No employee has any obligation to work while his wages are delinquent and a work stoppage may be called for wage delinquency at any time. Employee must remain on job or in the shop to collect wages for non-payment of benefits.
- C. In the event the Employer delinquency in payment of wages or fringe contributions, the provisions of the no strike clause in this Agreement shall be waived. The rights granted to the employees and Union in the event of such delinquency are in addition to any other remedies available under this Agreement or any Trust Agreement intended to require prompt payment of fringe benefit contributions by Employer.
- D. Non-payment by an Employer of any contributions when due shall not relieve any other Employer of his or its obligations to make payments.

ADDENDUM #6

ARTICLE IX

SECTION 1. Hand tools provided by the employee are a minimum of the following:

- Sheet Metal Hammer
- Screw Driver Assortment
- Steel Tape Measure (minimum 25 feet)
- Scratch Awl
- Straight or Bull Snips
- Chisels
- Folding Ruler (minimum 6 feet)
- Hand Crimpers
- Hack Saw Frame (no blades)
- Crescent Wrench (minimum 8 inch)
- Aviation Snips (right & left)
- Hand Tongs
- Vise Grips (assorted)
- Torpedo Level
- Tri-Square (minimum 1 foot)
- Pop Rivet Gun
- Allen Wrench Set
- Dividers or Quick Sets
- Whitney Punch (journeyman only)

SECTION 2. No employee shall be permitted or required as a condition of employment to use a high velocity powder actuated tool overhead in concrete. Only piston driven tools may be used overhead.

SECTION 3. No employee shall be penalized, reprimanded, or disciplined in any manner for his refusal to cross a picket line.

SECTION 4. The employees shall have a dry, warm place to change clothes and eat lunch on the job of thirty (30) days or longer. The Employer shall provide suitable drinking water at all times.

SECTION 5. Stewards:

- A. Stewards shall have the privilege of conducting Union business during working hours. This privilege shall not be abused. Stewards shall not be terminated without just cause and only after the Business Manager or Business Agent has been notified.
- B. No job foreman or general foreman shall be Stewards. Business Manager is to discuss all Union business with Steward only.
- C. Stewards shall be appointed to all signatory contractors who have not been signatory to the 218C contract area for a period of two (2) years. The steward will have seniority in the event of a layoff. Seniority would not apply when the contractor is only employing two men.

ADDENDUM #7

GENERAL CONDITIONS:

- A. The parties reaffirm their policy of a fair days work for a fair days wage. Employee shall be at their place of work at the starting time and shall remain at their place of work until the quitting time. Scheduled quitting time shall include a reasonable time to clean up.
- B. When employees leave the project of their own accord at other than the normal quitting time, it is their responsibility to notify their supervisor.
- C. When an Employer, upon reasonable cause, considers it necessary to shut down a job to avoid the possible loss of human life or because of an emergency situation that could endanger the life or safety of an employee, employees will be compensated only for the actual time worked. In such an event, if the Employer requests the employee to stand by, employees will be compensated for the standby time at the applicable rate.
- D. Foreman and General Foreman shall take orders only from the designated Employer representative.
- E. Owner-member working with the tools of the trade shall pay the minimum regular work week hours to all fringe benefit programs under the respective collective bargaining agreement; provided however, that if the owner-member works in excess of the minimum number of hours, he shall pay to all fringe benefit programs for the actual hours worked in accordance with said collective bargaining agreement.
- F. The Union shall recognize the Employer's responsibility and right to implement a hazardous communication program for all Sheet Metal Journeyman, Apprentices, and Classified Workers.
- G. On a volunteer basis, the Union shall recommend, suggest, and assist the implementation of a Red Cross and CPR Certification program for all Sheet Metal Journeyman, Apprentices, and Classified Workers, to be administered and funded by the Local Joint Apprenticeship Committee.

H. The Union shall provide a certified OSHA Course Instructor to teach a course and certify members in OSHA rules. Due to the increasing/changing requirement of a sheet metal worker being OSHA certified for a variety of assignments, the Union shall be responsible for the training and certification of sheet metal workers being OSHA certified. The Contractor will provide the following safety equipment (hard hats, safety glasses, welding hoods, protective covering, and gloves) to the sheet metal worker, with the sheet metal worker returning the equipment to the Contractor upon termination of employment, completion of a project, or if the equipment is unusable.

ADDENDUM #8

ARTICLE XI

SECTION 1. All applicants for apprenticeship shall be at least seventeen (17) years of age and shall meet the standards established by the Local Joint Apprenticeship Committee. Each apprentice shall serve an apprenticeship of four (4) years and such apprentices shall not be in charge of work on any job and shall work under the supervision of a journeyman until apprenticeship terms have been completed and they have qualified as a journeyman. However, a fourth year apprentice in their last six (6) months may work by themselves with approval of the Local Joint Apprenticeship Committee and they shall be paid at the journeyman wage/fringe benefits scale.

SECTION 2. A graduated wage scale for apprentices shall be established and maintained on the following percentage basis of the established wage rate of journeyman sheet metal workers:

First Year - Entire Year - 50%	Second Year - Entire Year - 60%
Third Year - Entire Year - 70%	Fourth Year - Entire Year - 80%

*During the first year of apprenticeship, the only fringe benefits applicable to this rate will be Health & Welfare at the current rate as paid to the Sheet Metal Workers' Local #218 Health & Welfare Trust Fund, TEAM Fund, SMWIA Scholarship Fund, ITI, NEMI, and SMOHI Funds, and the National Pension Fund paid at the respective percentage of their wage (ex. 50%, 60%, etc.). Contractors will pay contributions to the JATC Fund for first year apprentices after they complete their six month probation. **Effective June 1, 2008, contributions to the JATC Fund will be paid on a first year apprentice when they start rather than after six (6) months.** Beginning with the second year of apprenticeship, all fringe benefits shall be applicable.

This Section shall not have the effect of reducing the wage progression schedule of any apprentice who was indentured prior to the effective date of the Agreement.

ADDENDUM #9

ARTICLE XII

SECTION 1. Pre-apprentices will not be used.

ADDENDUM #10

ARTICLE VIII

SECTION 1. On or before the 15th day of each month, each signatory Employer shall submit one (1) remittance check made payable to "Sheet Metal Workers Local #218 Fringe Benefit Distribution Account," accompanied by a completed fringe benefit report. The remittance check and three (3) copies of the report shall be mailed and/or delivered to:

Sheet Metal Workers Local #218 Fringe Benefit Distribution Account
c/o Sheet Metal Workers Local #218
2855 Via Verde
Springfield, IL 62703

The Union shall act only in the capacity of/as a transmittal agent for the sole purpose of processing monthly fringe benefit contributions as dictated and acting in compliance with the Labor Department Section 302.

Upon receipt of the remittance check and report, the Union shall verify the math accuracy based upon the hours reported by the Employer for each employee and the current contribution rate. Should error(s) be discovered, the Union shall notify the Employer of any discrepancies found.

The Union shall deposit an Employer's remittance check in an account bearing the name of "Sheet Metal Workers Local #218 Fringe Benefit Distribution Account." The Employer's remittance check shall not be cashed, voided, or deposited in any manner except being deposited into the said account above.

On or before the 25th day of each month, the Union staff shall prepare checks and/or wire transfer and/or ACH transfer made payable to each fringe benefit fund, in the amount(s) dictated by the total of all fringe benefit reports received and processed.

On or before the 25th day of each month, each fringe benefit check and/or wire transfer and/or ACH transfer made payable to each fringe benefit fund shall be co-signed jointly by one (1) designated representative by the Union and one (1) designated representative by the Mid-State Sheet Metal and Air Conditioning Contractor's Association.

On or before the 25th day of each month, after each check and/or wire transfer and/or ACH transfer payable to the individual fringe benefit funds has been co-signed jointly, each check and/or wire transfer and/or ACH transfer shall be forwarded directly to each fringe benefit fund administrative office accompanied by a copy of each Employer's fringe benefit fund monthly report. A copy summarizing all Employer's reports and monies shall not be allowed without being accompanied by individual Employer's reports.

The "Sheet Metal Workers Local #218 Fringe Distribution Account" shall be established for the sole purpose of depositing monthly fringe benefit monies from all signatory Employers and forwarding monies to each individual fringe benefit fund. No other transactions shall be allowed with regards to this checking account other than specified above.

A fidelity bond shall be secured for all individuals receiving checks, depositing checks and disbursing monies. Any cost for said bond shall be paid by the appropriate trust fund. All bank fees shall be paid by the Contractors Association.

Funds deposited into the Sheet Metal Workers Local #218 Fringe Distribution Account" shall not be co-mingled with any other monies, any other trade Unions, fringe benefit funds monies, Union activities monies, and contractor activities monies. Funds deposited into this account shall not be utilized as collateral, guarantee or similar, for any Employer and/or Union activities, business and/or personal transactions.

ADDENDUM #11

A contractor is entitled to utilize more than two (2) sheet metal workers from Local 218 to perform work within the three (3) contract boundaries of Local 218 with applicable travel pay provisions to apply.

ADDENDUM #12

If the union determines a sheet metal worker is not in "good standing" with the union, resulting in the sheet metal worker becoming ineligible for referral to and/or employment by an employer, the union shall provide to the employer twenty-four (24) hour notice prior to removing the sheet metal worker from employment by the employer.

ADDENDUM #13

All increases in the contribution rate per hour into the fringe benefit funds as deemed necessary by the individual fringe benefit funds' trustees shall be approved by the union membership at the wage allocation meeting.

ADDENDUM #14

The union will provide Mid-State Sheet Metal & Air Conditioning Contractors Association with copies of the wage and fringe benefit reports for contractors working in the 218C contract area when requested by the contractor's association.

Addendum #15

National Pension Fund Alternative Schedule CBA Language

This Article/Section relates to the Employer's obligation to contribute to the Sheet Metal Workers' National Pension Fund ("NPF" or "Fund"). The Parties have adopted the NPF's Alternative Schedule and the Employer agrees to contribute consistent with the timing and amount of the Contribution Rate increases established in this Agreement and as required under the Alternative Schedule. The Alternative Schedule and the Fund's Trust Document are incorporated into, and form part of, this Agreement. The employer will increase its NPF Contribution Rate on or before the date, and in the amounts, required in the Alternative Schedule.

1. For the duration of this Agreement and any renewals or extensions thereof, the Employer will contribute to the NPF the negotiated rate per this Agreement and as required by the Alternative Schedule, for each hour or part of an hour for which an Employee covered by this Agreement

receives the basic hourly wage rate. Contributions for those hours paid at time and one half or double time rates will be made to the Fund at one and one-half (1 1/2), or two (2) times the hourly Contribution Rate respectively, unless contributions for all other funds in this Agreement are limited to straight time contributions for all hours worked. Contributions are required for vacation time, sickness, absences, and other hours for which payment is made to the employees under this Agreement unless no funds under this Agreement require payment for hours for which a Covered Employee is paid but does not perform services.

2. Contributions shall be paid starting with the employee's first day of Covered Employment (as defined in the Plan Document).

3. All contributions shall be made at such time and in such manner, as the Trustees require. The Trustees have the authority to audit the Employer's financial, payroll, wage, job or project records for determining the accuracy of contributions due to the Fund and the Employer's ability to meet its contribution obligations. If the audit reveals that inaccurate contributions or insufficient contributions have been made, the Employer agrees to pay all auditors' fees incurred in making the audit and also all legal fees and costs incurred in collecting audit fees if judicial enforcement of this provision is necessary.

4. Employers shall submit a remittance report and the required contributions to the Fund Office by the twentieth (20th) of the month following the month when Covered Employment was performed. Reporting and remittance shall be done via the Fund's on-line reporting and remittance system. Failure to pay and timely file a report constitutes a delinquency in violation of the Employer's obligation under this Agreement, the Trust Document and ERISA. The Trustees may take whatever steps they deem necessary, including legal action and termination of the Employer, to collect such delinquent payments, any provisions of this Collective Bargaining Agreement to the contrary notwithstanding.

ADDENDUM #16

Effective June 1, 2010, the employers shall pay twelve (\$0.12) cents to ITI, three (\$0.03) cents to NEMI, and two (0.02) cents to SMOHI on classified workers.

**SMWIA/SMACNA
JOINT ALCOHOL AND SUBSTANCE ABUSE COMMITTEE
SUBSTANCE TESTING POLICY**

PREFACE:

Alcohol/substance abuse is recognized as a treatable illness. The desired result is rehabilitation. The preferred procedure is through referral to Perspectives, LTD, a locally operated Employee Assistance Program (EAP). The EAP should provide employee and supervisor educational programming, individual and family counseling, as well as treatment referral services.

Workplace problems arising out of an employee's relationship with substance abuse may warrant a variety of management responses, including referral for treatment, testing, disciplinary action, or even termination of employment. This statement addresses the testing issue, only.

GENERAL PROVISIONS:

The SMWIA/SMACNA Joint Alcohol and Substance Abuse Committee regard blood/urine testing as problematic and do not advocate reliance on such procedures to identify individuals with an alcohol/chemical dependency. However, certain circumstances support substance testing as a warranted vehicle for determining possible impairment and/or a propensity for substance abuse.

These include:

1. Pre-employment screening.
2. Probable cause.
3. Post-accident/Incident testing.
4. Work opportunity mandated testing.

Whenever testing is utilized it shall be accomplished through dignified and humane procedures insuring complete confidentiality of specimen custody and test results. The individual being tested and the EAP shall have access to the test results. The sheet metal Employer (or JATC) and Union shall be notified of the positive or negative results, only.

For all testing, tests shall be conducted by qualified and accredited laboratories which comply with the Scientific and Technical Guidelines for Federal Drug Testing Programs and the Standards for Certification of Laboratories Engaged in Urine Drug Testing for Federal Agencies issued by the Alcohol, Drug Abuse and Mental Health Administration of the United States Department of Health and Human Services, or standards established by the applicable State having jurisdiction, whichever are the more stringent; maintain high quality control procedures; and, follow manufacturer's protocols. All initial positive tests shall be subject to a confirmation assay, such as Gas Chromatography with Mass Spectrometry (GC/MS).

The levels of detection:

DRUG GROUP

The drug-testing program will test for the following drugs at these levels:

<u>Analyte</u>	<u>Initial Screening</u>	<u>Confirmatory test</u>
Amphetamines	1000 ng/mL	500 ng/mL
Cocaine	300 ng/mL	150 ng/mL
Marijuana	50 ng/mL	15 ng/mL
Opiates	2000 ng/mL	2000 ng/mL
Phencyclidine	25 ng/mL	25 ng/mL
Barbiturates	300 ng/mL	200 ng/mL
Benzodiazepines	300 ng/mL	200 ng/mL
Methadone	300 ng/mL	200 ng/mL
Propoxyphene	300 ng/mL	200 ng/mL
MDA-ANALOGUES (Ecstasy)	250 ng/mL	200 ng/mL

ALCOHOL TESTING:

1. Alcohol tests (screening and confirmatory) will be performed on a device that appears on the National Highway Traffic Safety Administration's (NHTSA) Conforming Products List (CPL) and that meets the DOT's testing requirements.
2. When a specific time for an employee's test has been scheduled, and the employee does not appear at the collection site at the scheduled time, the Breath Alcohol Technician (BAT) will contact the Designated Employer Representative (DER), who may determine that the employee has refused to be tested.
3. For alcohol testing (screening and confirmatory), a breath sample will be collected and analyzed by a Breath Alcohol Technician (BAT) using an Evidential Breath Testing device (EBT). For the screening test, a breath sample may be collected by the Screening Test Technician (STT), using an Alcohol Screening Device (ASD).
4. If the result of the screening test indicates an alcohol concentration of 0.02 or greater, a Breath Alcohol Technician (BAT) will perform a confirmatory test, no less than fifteen (15) and no more than thirty (30) minutes after the completion of the screening test.
5. If the confirmatory test is positive (0.04 and above, BrAC), the Breath Alcohol Technician (BAT) shall immediately notify the BCRC/Employers DER.
6. Results of additional tests arranged by an employee, or requested by a medical practitioner, will not be considered. This includes testing of blood samples, hair samples, DNA, or any other testing methods or protocols.

PRE-EMPLOYMENT SCREENING:

The screening of new prospective employees (job applicants, not members of the Union) may be implemented to ascertain whether an applicant is capable of safely performing the duties of and meeting the prerequisites for the employment proffered.

Therefore, pre-employment drug/alcohol testing of applicants, not currently members of the Union, for sheet metal positions covered by the terms of a collective bargaining agreement may screen out those with a substance abuse problem.

PROBABLE CAUSE TESTING:

An employee may be subject to drug and alcohol testing for Probable Cause based on observed and documented unusual behavior. Circumstances sufficient to lead a reasonable person to suspect that an employee is under the influence of, or is in possession of a controlled substance shall be determined by an immediate supervisor and should be confirmed by one other supervisor whenever possible. The immediate supervisor shall document, in writing, the incident and the probable cause basis for such testing. The documentation shall specifically detail the behavior and conduct of the employee, the location, date, time, of observation, conversations, witnesses, (if any), and should be signed by the supervisor who witnessed the incident. Such employees may request that a union representative be available or present prior to any action taken by an employer, if any, at any stage of the policy and its administration.

POST-ACCIDENT / INCIDENT TESTING:

Employer may require an employee to submit to a post-accident drug and alcohol test after the involvement in, or cause of an accident/incident, that causes injury to the employee or another party. The employer may also require an employee to submit to a post-accident drug and alcohol test when the employee is involved in, or causes an accident, which results in damage or destruction to property. Post-accident drug and alcohol testing must be completed within four (4) hours of the recorded accident/incident to a BCRC testing facility. Any employee suspected of unnecessarily delaying the test process will be considered to have refused to submit to testing.

In instances of post-accident/incident or probable cause testing for drugs and alcohol, the employee will be transported to the testing facility by the employer. At the option of the employer, the employee may be suspended pending the test result. In the event a negative test result is reported, the employee shall be compensated for all lost time at the appropriate rate within the collective bargaining agreement, straight or premium pay.

When an employee is injured in a qualifying accident, priority must be given to the employee's medical treatment before any consideration is given to collecting a specimen for testing. Such employees may request that a union representative be available or present prior to any action taken by an employer, if any, at any stage of the policy and its administration. If an employee is aggrieved by any action taken under this Drug and Alcohol Policy and his/her complaint cannot be resolved, the complaint may, if the employee or Union requests, be referred as grievance under the grievance and arbitration provisions of the employee's collective bargaining agreement. In the event the matter is referred to arbitration, the arbitrator shall be bound substantively by the provision of this Drug and Alcohol Policy.

WORK OPPORTUNITY MANDATED TESTING:

In all situations where an employer is required to agree to a testing program in order to qualify as a bidder on the project, testing may be required, but only if performed in accordance with these standards and applied uniformly to all personnel having access to the workplace. There shall be no discrimination against any employee who refuses a job assignment to a project that has drug testing.

PROVISO:

Testing in any of the above situations shall be conducted and governed in accordance with the general provisions of the Policy Statement. This shall include any rules or procedures mandated by the owner upon the Contractor and their employees.

THIRD PARTY ADMINISTRATOR PROVIDER

Joint Alcohol and Substance Abuse Committee and Sheet Metal Local 218, Champaign, Illinois has contracted with the BCRC Administrator, Inc.

- a) A TPA, to provide service for the Joint Committee concerning alcohol, drug and other substance abuse as defined in the article of this agreement.
- b) Each employer under this Agreement shall pay to the BCRC Administrator, Inc. the amount specified in the wage and fringe benefit section of the Agreement per hour for each hour worked by its employees covered by this Agreement. Each Employer is obligated to make such contributions, regardless of whether or not such Employer is a member of BCRC Admin. Program.
- c) Payments required to be made to BCRC Administrator, Inc. shall be deemed to be governed by the provisions of this Agreement pertaining to the collection of the Health and Welfare and Pension payments required to be made by the Employers and thus, may be enforced in the same manner.
- d) The Board of Directors of the BCRC Administrator, Inc. will have full audit authority of the Employer's books and records as they pertain to this contribution.
- e) The Employees covered by this Agreement will abide by the provisions of the substance abuse policy when required by the Contractor, Union and/or Owner.

SHEET METAL WORKERS LOCAL #218-C
 BUILDING TRADES JOURNEYMAN
 EFFECTIVE JUNE 1, 2010 TO MAY 31, 2011

FOR THE COUNTIES OF:

CHAMPAIGN, COLES, CUMBERLAND, DOUGLAS, FORD, MOULTRIE, PIATT, SHELBY, AND
 VERMILLION


WAGES	06/01/10
Journeyman Base Rate	\$33.10
Foreman Rates	
A) 2-3 man crew	\$35.10
B) 4-9 man crew	\$36.10
C) 10 men or larger crew size	\$38.10
Base Rate Includes: (deduct from Base Rate)	
Youth to Youth/Org. Fund/Dues	\$ 1.25
PAL Fund (\$0.05 National/\$0.03 Local) Voluntary	\$0.08

FRINGE BENEFITS	
National Pension Fund	\$1.92
International Training Institute	\$0.12
NEMI	\$0.03
SMOHI	\$0.02
Health & Welfare Fund	\$7.90
Apprentice Training Fund	\$0.52
Local Pension Fund	\$7.88
Betterment of Industry Fund	\$0.10
Industry Fund of US	\$0.08
SASMI Fund	\$1.53
TEAM Fund	\$0.06
SMWIA Scholarship Fund	\$0.01
BCRC Fund	\$0.03

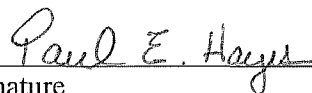
June 1, 2010 Base Rate \$33.10 Total Package = \$53.30

June 1, 2011 Wage increase \$1.75

Note: SASMI contribution is 3% of the sum of gross wages, Health and Welfare, National Pension Fund, and Local Pension Fund.



 Signature
 Jeff Clasey, President
 Mid-State Sheet Metal & Air Conditioning
 Contractors Assn.



 Signature
 Paul E. Hayes, Business Manager
 Local #218, Sheet Metal Workers
 International Assn.

SHEET METAL WORKERS LOCAL #218-C
 BUILDING TRADES APPRENTICE
 EFFECTIVE JUNE 1, 2010 TO MAY 31, 2011
 FOR THE COUNTIES OF:

CHAMPAIGN, COLES, CUMBERLAND, DOUGLAS, FORD, MOULTRIE, PIATT, SHELBY, AND
 VERMILLION

WAGES – 06/01/10	1st YEAR	2nd YEAR	3rd YEAR	4TH YEAR
Base Rate	\$16.55	\$19.86	\$23.17	\$26.48
Base Rate Includes: (deduct from Base Rate)				
Youth to Youth Fund/Dues	\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75
PAL Fund Voluntary (\$0.05 National/\$0.03 Local)	\$0.08	\$0.08	\$0.08	\$0.08

FRINGE BENEFITS	1st YEAR	2nd YEAR	3rd YEAR	4TH YEAR
National Pension Fund	\$0.96	\$1.15	\$1.34	\$1.54
International Training Institute	\$0.12	\$0.12	\$0.12	\$0.12
NEMI	\$0.03	\$0.03	\$0.03	\$0.03
SMOHI	\$0.02	\$0.02	\$0.02	\$0.02
Health & Welfare Fund	\$7.90	\$7.90	\$7.90	\$7.90
Apprentice Training Fund	\$0.52	\$0.52	\$0.52	\$0.52
Local Pension Fund	\$0.00	\$7.88	\$7.88	\$7.88
Betterment of Industry Fund	\$0.00	\$0.10	\$0.10	\$0.10
Industry Fund of US	\$0.00	\$0.08	\$0.08	\$0.08
SASMI Fund	\$0.00	\$1.10	\$1.21	\$1.31
TEAM Fund	\$0.06	\$0.06	\$0.06	\$0.06
SMWIA Scholarship Fund	\$0.01	\$0.01	\$0.01	\$0.01
BCRC Fund	\$0.03	\$0.03	\$0.03	\$0.03

SHEET METAL WORKERS LOCAL #218-C

CLASSIFIED WORKER

EFFECTIVE JUNE 1, 2010 TO MAY 31, 2011

FOR THE COUNTIES OF:

CHAMPAIGN, COLES, CUMBERLAND, DOUGLAS, FORD, MOULTRIE, PIATT, SHELBY, AND
VERMILLION

WAGES	06/01/10
Base Rate	\$13.24
Youth to Youth/Org. Fund/Dues	\$0.75

FRINGE BENEFITS	
Health & Welfare Fund	\$7.90
National Pension Fund	\$0.77
International Training Institute	\$0.12
NEMI	\$0.03
SMOHI	\$0.02
Team Fund	\$0.06
SMWIA Scholarship Fund	\$0.01
BCRC Fimd	\$0.03

INTEGRITY CLAUSE

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

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

SECTION TWO

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

In the event any Employer signatory to or bound by this Agreement shall be guilty of fraudulent conduct as defined above, such Employer shall be liable to the Union for liquidated damages at the rate of five hundred dollars (\$500.00) per calendar day from the date of failure to notify the Union until the date on which the Employer gives notice to the Union. The claim for liquidated damages shall be processed as a grievance in accordance with, and within the time limits prescribed by, the provision of SFUA ARTICLE X.

I, JEFF CLASEY on behalf of MED STATE SHEET
AND AIR CONDITIONING CONTRACTORS ASSOCIATION hereby agree to the SECTIONS
ONE and TWO of the INTEGRITY CLAUSE.

**ASSOCIATION
RECOGNITION AGREEMENT**

MID STATES SHEET METAL AND AIR CONDITIONING CONTRACTORS ASSOCIATION for and on behalf of each of its individual members set forth on the attached list (hereinafter the "Employer") and LOCAL UNION #218C SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION (hereinafter the "Union") agree as follows:

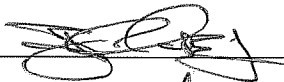
WHEREAS, on August 24, 1987, the Union did demand recognition from the Association and each of its individual members under SECTION 9(a) of the National Labor Relations Act as the majority representative of employees employed in the sheet metal worker craft unit by each of its individual members on the attached list.

WHEREAS, the Employer for and on behalf of each of its individual members has been presented and reviewed valid written evidence of the Union's exclusive designation as bargaining representative by the majority of each individual members appropriate bargaining unit employees working within the occupational jurisdiction of the Union described as: 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 non-ferrous 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 Sheet Metal Workers' International Association.

NOW THEREFORE, the Employer for and on behalf of each of its individual members, pursuant to SECTION 9(a) of the National Labor Relations Act, recognizes the Union as the sole and exclusive bargaining representative for and on behalf of the employees of Employer and its individual members for the purpose of negotiating and executing a SECTION 9(a) collective bargaining agreement covering wages, hours and working conditions for employees in the bargaining unit described above.

MID STATE SHEET METAL & AIR
CONDITIONING CONTRACTORS
AND/OR INDEPENDENT CONTRACTORS

LOCAL UNION #218C SHEET METAL
WORKERS INTERNATIONAL ASSN.,
AFL-CIO



President



Re-affirmed on June 1, 2010.

TERM OF AGREEMENT

This Agreement shall become effective June 1, 2010, through May 31, 2012 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 concluded.

June 1, 2010 - May 31, 2011 wage increase \$1.75
June 1, 2011 - May 31, 2012 wage increase \$1.75

A one cent (\$0.01) increase to IFUS is to be deducted from the \$1.75 wage increase each year.

IN WITNESS WHEREOF, THE PARTIES HERETO AFFIX THEIR SIGNATURES AND SEAL THIS 1st DAY OF JUNE, 2010.

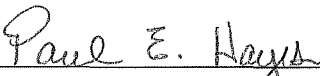
THIS STANDARD FORM OF UNION AGREEMENT HAS PROVIDED FOR THE INCLUSION OF PREAPPRENTICES AND A REDUCTION OF THE WAGE SCHEDULE FOR NEW APPRENTICES. THE PURPOSE OF THIS IS TO MAKE CONTRACTORS MORE COMPETITIVE WITH NON-UNION COMPETITION. TO ACHIEVE THAT OBJECTIVE EMPLOYERS AGREE TO MINIMIZE MULTIPLE MARKUPS.

Mid-State Sheet Metal & Air Conditioning Contractors Association

By: _____

Jeff Clasey, President

Local Union #218 Sheet Metal Workers' International Association

By: _____

Paul E. Hayes, Business Manager

ACCEPTANCE OF AGREEMENT

I/WE hereby certify that I/We have read and have full knowledge of the terms and conditions of this Agreement, on this _____ day of _____, 20____.

I/WE hereby agree to be bound by and subject as required by the terms of this Agreement.

COMPANY NAME: _____

ADDRESS: _____

CITY: _____

PHONE: _____

FAX: _____

SIGNATURE: _____

TITLE: _____

FOR LOCAL 218

ADDRESS: 2855 Via Verde

CITY: Springfield

PHONE: 217-529-0161

FAX: 217-529-6005

SIGNATURE: _____

TITLE: Business Manager