

STANDARD FORM OF UNION AGREEMENT

SHEET METAL, ROOFING, VENTILATING AND AIR CONDITIONING CONTRACTING DIVISIONS OF THE CONSTRUCTION INDUSTRY

Agreement entered into September 1st 2017
(Month) (Day) (Year)

By, and between: New Orleans Contactors Association
(Name of Contractor or Contractor's Association)

And, each business establishment individually, whether represented by a contractor association or not, herein after

Referred to as the Employer and Local Union No. 214 of Sheet Metal Workers' International Association,

Hereinafter Referred to as the Union for See Addendum # 1

(Specify area covered by this Agreement)

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 HVAC systems, air veyor systems, exhaust systems, and air-handling systems regardless of material used including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over ation and all duct lining; (c) testing and balancing of all air-handling equipment and duct work; (d) the preparation of an 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.

SECTION 4: The Employer agrees to deduct Union dues, assessment or service fees (excluding fines and initiation fees) from each week's pay of those employees who have authorized such deductions in writing, irrespective of whether they are Union members. Not later than the twentieth day of each month, the Employer shall remit to the designated financial officer of the Union the amount of deductions made for the prior month, together with a list of employees and their Social Security numbers for whom such deductions have been made.

ARTICLE VI

SECTION 1. The regular working day shall consist of Eight (8) hours labor in the shop or on the job between 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 & 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.

A make-up day may be scheduled for work missed due to inclement weather, when mutually agreed between the Local Union and Employer. The make-up hours shall be paid at the regular hourly rate of pay.

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, Mardi Gras Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, day after Thanksgiving, Good Friday, 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: Saturday at one & one half (1 1/2), Sunday & Holidays at double (2X times the regular rate. If a Holiday falls on Sunday, Monday will be observed. If a Holiday falls on Saturday, the preceding Friday will be observed.

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 therefore 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 (see Addendum "coverage area") 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.

The parties intend travel pay to fairly compensate employees for travel, not to place contractors at a competitive disadvantage due to geographic location or to create artificial barriers against out-of-area contractors.

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 Addendum Art VIII) 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.

When sheet metal workers are temporarily employed outside the jurisdiction of their home local union, the parties signatory to this agreement shall arrange to transmit any 401(k) contributions required to be made to a 401(k) plan where the work is performed to a 401(k) plan established for the employee's home local union, and/or to the National Supplemental Savings Fund.

This obligation is conditioned upon a suitable reciprocity arrangement being agreed to by the trustees of such plans.

SECTION 9. Wages at the established rates specified herein shall be paid weekly in the shop or on the job at or before quitting time on Friday of 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. However, it will be permissible for an owner-member to be the journeyman sheet metal worker.

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, and 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.

(c). The Employer shall pay the Sheet Metal and Air Conditioning Contractors' National Industry Fund of the United States (IFUS) seven cents (\$0.07) 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 New Orleans Contract Association
(Name of local remitting organization)

(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 New Orleans Contract Association
(Name and address of local industry fund)
(the local industry fund), SEVEN cents (\$0. 07) 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 Agreement 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 (\$0.15) 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 New Orleans Contract Association
(Name of local transmittal office)

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, and 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 (Not Applicable to New Orleans)
(Name of local transmittal office)

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 New Orleans Contract Association
(Name of local transmittal office)

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 60 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 12 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. It 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

he unanimous decision, may also be entitled to appeal a deadlocked or unanimous Local Joint Adjustment Board decision, and request a Panel hearing.

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

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

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

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

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

SECTION 11. In administering and conducting dispute resolution activities under the arbitration procedures of the Standard Form of Union Agreement, the National Joint Adjustment Board, the Sheet Metal Workers' International Association, the Sheet Metal and Air Conditioning Contractors' National Association, Inc., and their representatives, are functioning as arbitrators and not as the representative of any entity that is party to such dispute. Therefore, they shall enjoy all of the rights, privileges, and immunities afforded to arbitrators under applicable law.

ARTICLE XI

SECTION 1. All duly qualified apprentices shall be under the supervision and control of a Joint Apprenticeship and Training Committee composed of an equal number of trustees, half of whom shall be selected by the Employer, and half by the Union. There shall be a minimum of 4 trustees. Said Joint Apprenticeship and Training Committee shall formulate and make operative such rules and regulations as they may deem necessary and which do not conflict with the specific terms of this Agreement, to govern eligibility, registration, education, transfer, wages, hours, working conditions of duly qualified apprentices and the operation of an adequate apprentice system to meet the needs and requirements of the trade. Said rules and regulations when formulated and adopted by the parties hereto shall be recognized as part of this Agreement.

SECTION 2. The Joint Apprenticeship 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.

See attached new Apprentice Schedule.

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 every (2) Journeyman;

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 Addendum Numbers 1 through 14

SECTION 1. This Agreement and Addendum Numbers 1 through 14

attached hereto shall become effective on the 1st day of September, 2017
(Month) (Year)

and remain in full force and effect until the 31 day of August, 2019
(Month) (Year)

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 New Orleans Contractors

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.

In witness whereof, the parties hereto affix their signatures and seal this _____
Day of 25 October 2017
(Month) (Year)

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.

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

ATLAS BLOWPIPE SHEET METAL WORKERS INC
(Specify Name of Association or Contractor)

By _____
(Signature of Officer or Representative)

Local Union No. 214
of Sheet Metal Workers' International Association

(Signature of Officer or Representative)



Standard Form Union Agreement

Resolution No. 78

DATE: January 6, 1983

TO: All business managers in the Building Trades in the US and Canada

RE: RESOLUTION NO 78

Dear Sirs & Brothers:

This is in reference to the action taken by the Delegates to the Thirty-Sixth General Convention held in New York City, which is of the utmost importance to every member of this International Association.

I have reference to Resolution No. 78 which can be found on page 81 of the Convention Proceedings on Friday morning, September 3, 1983, a copy of which is attached. The intent of this Resolution, which was passed unanimously by the Delegates, is to give to the Business Managers and Business Agents a vehicle through which we can recapture for the membership work that has been lost to the ever growing non-union element.

The Resolution urges all local unions to adopt various addendums, specialty agreements, such as industrial and residential and light commercial agreements, including additional flexible conditions on particular jobs known as pin pointing, all of which have been designed by the International Association in cooperation with Local Unions to recapture our work jurisdiction for the membership.

The Resolution further authorizes Business Managers to expand on all of these addendums and agreements to the degree necessary to meet the challenge which is increasingly eroding work opportunities for the membership.

Union construction is in a crisis condition. One-half of all construction is going non-union. Almost one out of every five construction members in our Union is out-of-work, and in many areas, it is much worse.

I want every elected representative and every member to understand that I will enforce Resolution 78 in its letter, and in its spirit. Anyone who tries to play a "pit hand" or conduct "business as usual" in this crisis is going under. Our convention mandate is clear. Go out and get the work for union contractors.

Fraternally yours.

Edward J. Carlough
General President

Cc: International Office Staff

ADDENDUM TO STANDARD FORM AGREEMENT

AREA COVERAGE

THIS AGREEMENT COVERS THE FOLLOWING PARISHES OF LOUISIANA:

Jefferson, LaFourche, Orleans, Plaquemines, St. Bernard, St. Charles, St. James, St. John the Baptist, St. Tammany, Terrebone, and Washington Parishes. Hancock, Harrison, Pearl River, Stone Counties, Mississippi.

ARTICLE VI

SECTION 3. Sheet metal workers, foremen, apprentices, pre-apprentices, and classified workers on unscheduled overtime, for four (4) or more hours after the end of the regular shift, shall be furnished a lunch by the Employer. Such workers shall be furnished an additional lunch every four (4) hours thereafter if required to remain at work. The value of such lunches shall not exceed six (\$6.00) dollars and must be eaten on the employees own time. If a worker has remained long enough to receive a lunch and is about to knock off, he may be paid six (\$6.00) dollars in lieu of the lunch, along with his regular pay. No lunches shall be furnished on scheduled overtime.

SECTION 4. Second and third shifts may be established on jobs lasting more than five (5) days. Wage rate for the second shift shall be one hundred twelve and one half percent (112.5) of the regular wage. Wage rate for the third shift will be one hundred twenty-five percent (125) of the regular wage.

Overtime on shift work will start at the end of an eight-hour shift. For work performed on Saturdays, Sundays, and holidays, the second shift on Friday will be paid at straight time, overtime will be at time and one half. The second and third shifts on Saturday will be paid at time and one half; and the second and third shifts on Sundays and holidays will be paid at the double time rate.

It is agreed that the working hours for field personnel for Architectural, Roofing, and Siding contract work only will be eight (8) hours per day, Monday through Friday, with optional make-up day on Saturday at the straight time rate, not to exceed eight (8) hours.

SECTION 5. A minimum often (10) minutes pick-up, clean-up time shall be allowed in the shop and in the field before quitting time.

ARTICLE XIV

SECTION 6. If local Union No. 214 grants any more (different) conditions to any other jurisdictional area of the contract, all Employers will have the right to adopt the same as an amendment to this Agreement effective at once.

An exception to the foregoing will be residential addenda to this contract and specific project agreements, including those wherein all crafts involved have agreed to work four (4) ten (10) hour days at straight time. When such an agreement is made, it shall include all signatory parties to this Agreement who participate in that particular project.


Exceptions to this section may be allowed, providing these exceptions are agreed upon by the Contractor's Association and the Sheet Metal Workers' Local Union 214 prior to implementing same.

For all shops working four (4) ten (10) hour days Monday through Thursday, a make-up day for the contractor will be allowed on Friday at the straight time rate, not to exceed ten (10) hours for employees that have missed work during that work week. All hours worked over ten (10) hours a day, or, forty (40) hours a week will be paid at the overtime rate.

Contract will expire August 31, 2019

In witness thereof, the parties affix their signature and seal on this 1st day of September 2017

Employer
New Orleans Contractor's Association



Sheet Metal Workers Local 214





ADDENDUM TO STANDARD FOR AGREEMENT
PAGE TWO

ARTICLE VII

SECTION 3. On jobs located outside the jurisdiction of this Agreement, the Employer agrees to pay fifty (\$50) dollars per day subsistence, seven (7) days per week, provided the job last more than (5) days. Should the job last five (5) days consecutive working days or less, subsistence will be paid for each worked except the last day.

On jobs within the state of Louisiana where part or all of the foregoing paragraph may be modified, agreement must be reached with Local Union No. 214 prior to starting any work. Employer agrees to pay travel time at one half (1/2) the double time rate from the shop to the jobsite when the job commences and from the jobsite to the shop when the job is completed. At the option of the employee, living facilities may be accepted in lieu of subsistence.

ARTICLE VIII

SECTION 1.

Insurance: 0.75 increase if needed to be paid by the contractor

	<u>Wage Rate</u>	<u>Raise</u>	<u>New Rate</u>
November 1, 2017	26.60	.45	27.05
September 1, 2018	27.05	.35	27.40

All increases will be paid on the first full pay period after effective date, but will be paid retroactive to the effective date.

SECTION 9. When employees are discharged other than normal business hours, they will be paid no later than the next business day. Checks will be mailed on this day if Requested by the employee. In the event employees are not paid in accordance with the foregoing, two (2) hours waiting time will be paid for each day the employee is required to wait.

The employer shall furnish then employee with payment of wages on a separate or detachable stub showing the total earning, including total regular hours and total overtime hours worked, the amount of each deduction, the purpose thereof, and the net earning.

SECTION 10. The selection, appointment and designation of duties of General Foreman and Foreman are solely the responsibility of the Employer, in keeping with this Agreement, subject to the following:

ADDENDUM TO STANDARD FORM AGREEMENT
PAGE THREE

The first journeyman hired by an Employer on maintenance and/or erection or shop work shall be Foreman and shall receive Foreman's wages. This applies where Employers hire two (2) or more journeymen. Foremen shall receive one dollar (\$1.00) per hour premium pay above journey wages.

- A. Sheet Metal Foremen and superintendents shall be the only employees to give orders or directions to journeymen covered by this agreement.
- B. The ratio for foremen shall be one (1) foreman for five (5) journeymen. A crew of six (6) men shall consist of five (5) journeymen and one (1) foreman.
- C. When over ten (10) men are employed, there shall be maintained a ratio of one (1) foreman for each five (5) journeymen.
- D. Any erection job employing twelve (12) men or more shall be required to maintain a General Foreman. The ration for General Foreman shall be a General Foreman for each twelve (12) men employed by the Contractor. General Foreman shall receive one dollar & twenty-five cents (\$1.25) per hour premium wages above journeyman's wages.
- E. It is agreed that the ratio of workers will be one (1) apprentice for every (1) journeyman employed.
- F. Any erection job employing twenty (20) journeymen or more shall be required to Maintain a Superintendent at the rate of one dollar fifty-cents (\$1.50) per hour premium pay.
- G. Worked preformed in the vicinity of high explosives or dangerous acids or Chemicals shall be classified as hazardous. n performing the latter, employees for Damages to personal clothing, shoes, and tools, and the employee shall receive twenty-five (\$.25) cents per hour premium pay.
- H. No employee shall be discharged for refusing to work from faulty ladders, scaffolding or rigging. The steward and the foreman shall be responsible for determining whether the equipment in question is faulty.

SECTION 15. Employer shall deposit with the trustees and/or the administrators of the **Sheet Metal Workers National Health Fund**, established only for employees working under the terms of this Agreement, sums equal to **FOUR-Dollars& twenty-four cents (\$4.24)** per hour worked by such employees. Sums thus deposited shall be used for the purpose and under the terms and conditions set out in the Agreement and Declaration of Trust drawn up and agreed upon by representatives of both parties to this instrument on January 1, 1960. It is understood and agreed that the referred to Agreement and Declaration of Trust shall become a part of this Agreement as though written herein. Welfare benefit contributions shall not be duplicated.

ADDENDUM TO STANDARD FORM AGREEMENT

PAGE FOUR

SECTION 16. The Parties to this Agreement have adopted the Sheet Metal Workers' National Pension Fund's (NPF) First Alternative Option of the Funding Improvement Plan (FIP) as in effect when the Collective Bargaining Agreement is entered into and as the selected Option is amended from time to time. The Employer will contribute to the NPF at the hourly rates that are set forth in this Agreement under Addendum page ten and in accordance with the FIP First Alternative Option and the NPF's Trust Document (copies of these documents have been made available to the parties and are available at www.smwnpf.org). The First Alternative Option and the NPF Trust Document, as amended, are incorporated into this Agreement.

SECTION 17. The Employer will contribute to the INTERNATIONAL TRAINING FUND for the SHEET METAL and AIR CONDITIONING INDUSTRY FIFTEEN cents (\$.15) per hour for each hour worked on and after the effective date of this Agreement by all employees of the Employer covered by this Agreement. This Section shall not apply to pre-apprentices. Payments shall be made on or before the 10th of the succeeding month and shall be remitted to SHEET METAL WORKERS NATIONAL BENEFITS FUNDS at P.O. Box 79321, Baltimore, MD 21279-0321.

The parties agree to be bound by the Agreement and Declaration of Trust establishing said Fund and amendments thereto, as may be made from time to time, and hereby designate as their representatives appointed pursuant to said Agreement.

SECTION 18. Employee shall deposit with the Trustees and/or Administrators of the Sheet Metal Workers Local Union # 214 EDUCATION TRUST FUND for training of apprentices and journeymen, effective Sept. 1st, 2017, the sum of Ninety-six cents (\$.96) per hour worked.

Sums thus deposited shall be used for the purpose and under the terms and conditions set out in the Agreement and Declaration of Trust drawn up and agreed upon by representatives of both parties to this instrument. It is understood and agreed that the referred to Agreement and Declaration of Trust is a part of this Agreement as though written herein.

SECTION 19. Blank

SECTION 20. Employer shall make monthly payments of an amount equal to THREE per cent (3) of the gross earnings of each employee (except pre-apprentices) subject to this Agreement to the NATIONAL STABILIZATION AGREEMENT of the SHEET METAL INDUSTRY (SASMI) TRUST FUND. 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 and/or Health & Welfare Plan.

The Employer agrees to adopt the NATIONAL SASMI TRUST as presently constituted, to be bound by all rules and regulations of the Plan as adopted by the Trustees, as presently existing and as the same may be amended from time to time.

SECTION 21. SHEET METAL WORKERS' NATIONAL SUPPLEMENTAL SAVINGS PLAN (401k)

a) Having agreed that the straight time hourly rate for all employees covered by the Collective Bargaining Agreement between the Employer and the Union ("Agreement") is THIRTY-FIVE (\$.35) cents per hour effective . The Employer and the Union hereby agree that the Employer will contribute to the SHEET METAL WORKERS' SUPPLEMENTAL SAVINGS FUND ("Fund") at the rate of the referred amount per hour worked for all employees covered by the Agreement. Contribute any additional amounts on any employee.

The Employer agrees to enter into salary reduction agreements with the employees covered by this Agreement, permitting the employees to make salary reduction contributions in increments of FIFTY (\$.50) cents, up to a maximum of FOUR DOLLARS (\$4.00) per hour worked, and to withhold from the employee's paycheck the amount elected by the employee. Employer will not contribute any additional amounts on any employee.

The Employer contributions will be made before taxes from the gross wages earned. The salary reduction contributions will be subject to FICA AND FUTA or Railroad Retirement Tax (as applicable), but will not be subject to state tax or Federal Income Tax.

By the 10th day of each month, the Employer will forward to the Fund the salary reduction amounts withheld in the prior month and the THIRTY-FIVE (\$.35) cents per hour contributions with respect to those hours worked in the prior month. The Employer will complete and send to the Fund, with each monthly payment, the remittance reports supplied by the Fund.

ADDENDUM TO STANDARD FORM AGREEMENT

PAGE SIX

If delinquent in making the required contributions, the Employer agrees to pay the interest, liquidated damages, attorney's fees and cost as provided for in the Fund's Agreement and Declaration of Trust establishing the Fund ("Trust Agreement") and Section 502 (g) of the Employment Retirement Income Security Act of 1974 (ERISA), as amended. An Employer's liability for payment of a delinquency shall not be subject to the grievance or arbitration procedures contained in the Collective Bargaining Agreement, in the event that sums due under this Agreement and Trust Agreement are not timely paid.

The Employer hereby agrees to become a party to the Trust Agreement, a copy of which is annexed to this Agreement and made a part hereof, and agrees to be bound by all the terms and provisions of the Trust Agreement (including all amendments thereto) provided, however, that such amendments shall not increase the Employer's contribution obligation beyond that provided for in this Article. The Employer further agrees to designate as its representative on the Board of Trustees such Trustees as are named pursuant to the Trust Agreement as Employer Trustees.

The Employer agrees to enter into a Participation Agreement with the Fund, a copy of which is annexed to this Agreement, and made a part hereof, and agrees to be bound by all the terms and provisions of that Participation Agreement. Contributions to all Funds covered by this contract will be based on total hours worked by all journeymen, foremen, apprentices, and classified workers.

- b) **Dues Check-off-** Upon request from the employer, the Union shall furnish individual authorization cards, authorizing weekly deductions from each employee's earnings for employee's union dues. Deductions shall be made weekly of each employee and remitted to the financial secretary of the Union at the end of each month, together with a list of names of employees to who said monies are to be credited. Should the amounts of the check-off change, all parties will be notified.

SECTION 22. Contributions to all Funds covered by this contract shall be based on total hours worked by all journeymen, foremen, and apprentices.

In the event that sums due under contract and Trust Agreements are not timely paid, a ten (10) day grace period will be given after demand for payment, and at the expiration of the grace period any and all remedies legal to otherwise may be taken to collect the amounts due and this provision shall give the Union the authority to prohibit its members from fulfilling the Union's contractual obligation to furnish men to the said delinquent contractor. In addition, interest will be added at **TWENTY (20)** percent per annum and the delinquent contractors shall be liable for reasonable attorney's fees and all costs.

The Trustees of the various Funds shall require Employers to post a surety bond or a cash bond equal to an amount of not less than three (3) months average benefits, with a minimum of five-thousand (\$5000.00) and a maximum of one hundred thousand

ADDENDUM TO STANDARD FORM AGREEMENT

PAGE SEVEN

(\$100,000.00) dollars to cover all Funds and said cash or surety bond shall be used to assure against any delinquencies by such Employer.

SECTION 23. To offset non-union competition, the implementation of target and/or pinpointing jobs will be in accordance with Resolution 78 (copy attached).

ARTICLE IX

SECTION 1. All Employers, signatory parties to this Agreement, must have an established place of business other than a residence; must be equipped with tools required for the performance of the work in which the firm is engaged and; must be regularly engaged as a sheet metal contractor. The term "SHOP" used herein means a permanent place of business for at least SIX (6) MONTHS prior to any construction project's beginning. All shops shall provide proper restroom facilities, lighting, heating, ventilation, adequate first aid equipment and ice water.

An Employer may establish more than one shop within the jurisdiction outlined in Article I.

SECTION 2. Employers shall furnish all power tools, attachments, blades, bits, checks, circumferences rules, framing squares, and all tools for working, cutting, and welding stainless steel frames.

Employer shall furnish all equipment incidentals to welding and burning, including glasses, shields, sleeves, lagging, gloves, and any other article pertaining to the safety of the employee.

SECTION 3. All shops shall maintain proper shields for protection from welding, cutting, and grinding equipment.

SECTION 4. Journeymen, apprentice, and pre-apprentice 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 shall be provided by the Employer. This provision shall not restrict the use of any automobile or other conveyance to transport its owner and personal tools from home to shop or job at starting time or from job to home at quitting time.

SECTION 5. Any employee who suffers an injury on the job and such injury requires medical attention, shall be furnished suitable transportation without necessary delay, to the doctor's office or hospital, and return to job or home, on day of injury as demanded by the situation. By suitable is meant a mode of transport that will not of itself incur

ADDENDUM TO STANDARD FORM AGREEMENT
PAGE EIGHT

Unnecessary risk of aggravating the injury. The employee who is injured and is not allowed to return to work by the doctor shall receive a full day's pay, provided the employee started work at the regular time. Subsequent visits to the doctor will not be during working hours. If this is not possible, the employee must provide his own transportation and will not be paid for working time missed while at the doctor.

ARTICLE XI

SECTION 5 a) - Beginning with the September 2004 school year, all apprentices will be required to complete a five-year apprentices training program. Any apprentice hired before September will be slotted as a first-year apprentice. Any apprentice hired after September 1 will be considered a pre-apprentice and will begin school the following August as a first-year apprentice. First-year apprentice training will consist of strictly math and reading skills.

SECTION 6. For apprentices who are indentured after September 1, 1990, the rate for the first-year, first half apprentices will be:

See attached apprentice wage sheet

Employer shall institute a dues check-off for all pre-apprentices and all first-year, second-year, third-year, fourth-year, and fifth-year apprentices.

SECTION 9. Stewards will be appointed by the President or Business Manager for each shop or job. If, for the good of the organization, a steward is to be removed, the Business Manager will effect the removal.

SECTION 10. The second man reporting to a shop or job will serve as steward until a permanent steward is appointed. In any event where there is no designated steward, each member will make all efforts to see that the job is pursued according to these working rules, the Constitution, and existing Agreement.

SECTION 11. No steward will have the authority to call men off the job unless ordered to do so by the Business Manager. Stewards will report any such unrest or grievance to the Business Manager immediately.

SECTION 12. Stewards will be retained longest in any shop so long as they are qualified to do the work available.

SECTION 13. Members who are foremen or working in a supervisory capacity will adhere to the preceding paragraph.

NEW ORLEANS WAGE - November 1, 2017 addendum page ten

	1st/1st	1st/2nd	2nd/1st	2nd/2nd	3rd/1st	3rd/2nd	4th/1st	4th/2nd	5th/1st	5th/2nd	JRNY
	46.58%	46.58%	49.32%	52.35%	55.82%	60.22%	64.70%	69.13%	73.53%	78.00%	
Wage	12.60	12.60	13.34	14.16	15.10	16.29	17.50	18.70	19.89	21.10	27.05
H/W	4.24	4.24	4.24	4.24	4.24	4.24	4.24	4.24	4.24	4.24	4.24
Nat. Pen.	3.19	3.19	3.38	3.59	3.82	4.13	4.43	4.74	5.04	5.34	6.85
Ind. Fund	0.00	0.00	0.00	0.00	0.07	0.07	0.07	0.07	0.07	0.07	0.07
Sasmi	0.00	0.00	0.00	0.66	0.71	0.75	0.80	0.84	0.89	0.93	1.15
Appr. Fund	0.45	0.45	0.47	0.50	0.54	0.58	0.62	0.66	0.71	0.75	0.96
Nat. Train	0.18	0.18	0.18	0.18	0.18	0.18	0.18	0.18	0.18	0.18	0.18
401k	0.00	0.00	0.00	0.00	0.35	0.35	0.35	0.35	0.35	0.35	0.35
TOTAL	20.66	20.66	21.61	23.33	24.66	26.24	27.84	29.43	31.02	32.61	40.85

Class Year	Weekly Dues
1st/1st	\$19.00
1st/2nd	\$19.00
2nd/1st	\$21.00
2nd/2nd	\$25.00
3rd/1st	\$27.00
3rd/2nd	\$28.00
4th/1st	\$30.00
4th/2nd	\$32.00
5th/1st	\$34.00
5th/2nd	\$36.00
Jrnyman	\$45.00

Minutes of Meeting

Location: 4408 Yale Suite D

Date: Aug 9, 2017

Subject: Contract Negotiations

Attendees: Representatives of Joly's, Guise Sheet Metal, D and S, Verges Consultants, and Atlas Blowpipe. Business Manager Local 214 Damien Salassi, Business Organizer SMART-SWGCRC Steven Pasnewski, and Apprenticeship Coordinator Local 214 Danny Monaghan.

1st Order of Business: Make known that Steven Shriver of Atlas Blowpipe will be representing the Owners Association in all negotiations from this point forward for the duration of negotiations.

2nd Order of Business: Damien Salassi of Local 214 will be representative of Local 214 during negotiations.

3rd Order of Business: Offer presented by the Contractor's Association: Offer Held in File. Local 214 refrain from making immediate counter will respond within 1 week.

End of Meeting.

A handwritten signature in black ink, appearing to read "Danny Monaghan". The signature is written in a cursive, flowing style with a long horizontal stroke at the end.