

AGREEMENT



By and Between

**Sheet Metal Workers'
International Association
Local Union No. 25**

and

Sheet Metal Contractors Association
Of Northern New Jersey

June 1, 2021
To
May 31, 2024

**SMART LOCAL 25
SHEET METAL WORKERS'
LOCAL 25**

**440 Barell Avenue
Carlstadt, NJ 07072**

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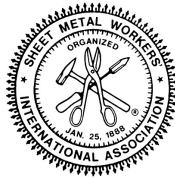
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**Sheet Metal Contractors Association
of Northern New Jersey**

Phone (717) 985-1392

AGREEMENT



By and Between

Sheet Metal Workers'
International Association Local
Union No. 25

and

Sheet Metal Contractors Association
Of Northern New Jersey

June 1, 2021
To
May 31, 2024

STANDARD FORM OF UNION AGREEMENT

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

Agreement entered into June 1, 2021 by and between Sheet Metal Contractors Association of Northern New Jersey and each business establishment individually, whether represented by a contractor association or not, hereinafter referred to as the Employer, and Local Union No. 25 of Sheet Metal Workers' International Association, hereinafter referred to as the Union for Essex, Passaic, Morris, Hudson, Bergen, Sussex, Somerset and Union Counties of Northern New Jersey.

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 velocity systems, exhaust systems including radon, methane or any other gasses in an exhaust system regardless of material or exhausting cabinets containing such gasses; renewable energies, 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 all G.M.P. rooms or similarly specified including but not limited to all clean rooms and all related products; (f) specialty work including but not limited to envelope work of a building (i.e. architectural) and interior specialty work (i.e. lockers, toilet partitions, column covers, expansion joints); and (g) 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, pre-apprentice 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, pre-apprentice, 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. The Union may request recognition as the exclusive collective bargaining agent for all employees employed by the Employer in the classifications and geographic jurisdiction covered by this Agreement, whether or not they are members of the Union. In determining whether the union has the support of a majority of the Employer's employees, such showing may be based upon either a majority of those employed at the time such recognition is requested, or, a majority of

those eligible to vote under the National Labor Relations Board's Steiny-Daniel formula. No later than 10 days following the Union's request, the Employer shall review employees' authorization cards submitted by the Union in support of its claim to represent and have the support of a majority of such employees. If a majority of the employees has designated the Union as their exclusive collective bargaining representative, the Employer will recognize the Union as such majority representative of all employees in the classifications and geographic jurisdiction covered by this Agreement. The Employer shall not file or cause the filing of a petition for election or unfair labor practice charge with the National Labor Relations Board in connection with any demands for recognition provided for here. Article X of this Agreement shall be the sole and exclusive means of resolving any dispute concerning this provision.

SECTION 3. 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 4. 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 5. The Employer agrees to deduct the appropriate amount for 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 20th day of each month, the Employer shall remit to the designated financial officers of the Sheet Metal Workers' International Association and the Local 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 six thirty (6:30) a.m. and four-thirty (4:30) 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.

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, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day Presidents Day, Veterans Day, Presidential Election Day and 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: Two

(2) times the regular rate. (If a holiday falls on a Sunday, it shall be observed on Monday.)

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. 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 Local Union 25 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) 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, pre-apprentices 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:

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

SECTION 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, pre-apprentice 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 (***)see Addendum) in the shop or on the job at or before quitting time on Wednesday of each week with week ending day of Sunday 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, pre-apprentice 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. See Addendum.

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, 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) the hourly contribution rate established by the IFUS trustees. The IFUS trustees shall notify the Sheet Metal Workers' International Association of any changes to the established contribution rate prior to such change becoming effective. The Employer shall contribute said amount 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 Sheet Metal Workers' Local 25, 440 Barell Avenue, Carlstadt, NJ 07072.

(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) day's 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 Sheet Metal Industry Fund of New Jersey (the local industry fund) the hourly contribution rate established by the trustees of such local industry fund. The trustees of the local industry fund shall notify the local union of any changes to the established contribution rate prior to such change becoming effective. The Employer shall contribute said amount 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 monthly on or before the 20th day of the succeeding month and remitted to 440 Barell Avenue, Carlstadt, NJ 07072 and then forwarded to SMCA of NNJ.

(c). The local industry fund shall furnish to the Business Manager of the Union, not less often than semiannually, 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 Employer shall contribute to the International Training Institute for the Sheet Metal and Air Conditioning Industry (ITI) the hourly contribution rate established by the ITI Trustees. Such amount shall be contributed for each hour worked by each employee of the Employer covered by this Agreement. In the event that such hourly contribution rate is changed during the term of this Agreement, such change shall become effective during the next anniversary date of 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 electronically or through SMART, The International Association of Air, Rail and Transportation Workers, 3180 Fairview Park Drive, Suite 150, Falls Church, Virginia, 22042.

Effective as of the date of this Agreement, the Employer shall contribute to the National Energy Management

Institute Committee (NEMIC), the hourly contribution rate established by the NEMIC Trustees. Such amount shall be contributed for each hour worked by each employee of the Employer covered by this Agreement. In the event that such hourly contribution rate is changed during the term of this Agreement, such change shall become effective during the next anniversary date of 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 purposes of collection and transmittal electronically or through SMART, The International Association of Air, Rail and Transportation Workers, 3180 Fairview Park Drive, Suite 150, Falls Church, Virginia, 22042.

Effective as of the date of this Agreement, the Employer shall contribute to the Sheet Metal Occupational Health Institute Trust (Institute) the hourly contribution rate established by the Institute's Trustees. Such amount shall be contributed 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. In the event that such hourly contribution rate is changed during the term of this Agreement, such change shall become effective during the next anniversary date of 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 Institute, or, for purposes of collection and transmittal electronically or through SMART, The International Association of Air, Rail and Transportation Workers, 3180 Fairview Park Drive, Suite 150, Falls Church, Virginia, 22042.

The parties authorize the trustees of all National Funds (as defined below) to cooperatively establish uniform collection procedures to provide for efficient and effective operation of the various National Funds. The parties recognize that the National Funds can receive and process contribution reports and remittances

electronically. The parties agree to encourage employers to utilize the electronic reporting and remittance system.

The parties agree to be bound by, and act in accordance with, the respective Plan Documents, Agreements and Declarations of Trusts and/or Trust Documents establishing or governing 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 to the extent that this Agreement requires contributions to the following funds, the Sheet Metal Workers' National Pension Fund, National Stabilization Agreement of the Sheet Metal Industry Trust Fund, Sheet Metal Workers' National Health Fund, Sheet Metal Workers' International Association Scholarship Fund, Sheet Metal Workers' National Supplemental Savings Plan (collectively, "National Funds"), as applicable and the separate agreements and declarations of trusts of all other local or national programs and benefit plans 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 or plan documents 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 documents.

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 15 day's 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.

SECTION 18. The Employer and the Union understand that, the Sheet Metal Workers' National Pension Fund ("NPF" or "Fund") has issued a Rehabilitation Plan under the Pension Protection Act of 2006 and may in the future issue a Funding Improvement Plan under the Act. In addition, the NPF's Rehabilitation Plan or Funding Improvement Plan may provide for schedules which must be adopted by new or existing parties to this Agreement.

The parties agree that any schedule described above will be deemed to be adopted automatically if, in accordance with this Agreement, the Union allocates or reallocates a portion of the wage and fringe-benefit package, or where the agreement provides for an automatic allocation or reallocation of the wage and fringe-benefit package, that is sufficient to cover fully any increases in contribution rates to the pension fund that has issued that schedule.

It is undesirable to pay a surcharge upon pension contributions, or face other undesirable consequences for failure to adopt a schedule. Accordingly, in the absence of a reallocation as provided above, at such time as the pension fund(s) furnishes the Employer and the Union with schedules as provided above, either party may reopen this Agreement upon thirty days written notice to the other, for the purpose of reaching agreement upon the adoption of one of those schedules. During the negotiations, the parties shall give due recognition to the desirability of maintaining pension benefits in light of economic conditions in the local area.

The parties agree further that the schedule described above will become part of this agreement, and will be incorporated by reference herein, on the date the schedule is adopted or is deemed to have been adopted automatically in accordance with the terms above. The parties will not take any action or actions inconsistent with the NPF's Rehabilitation Plan or Funding Improvement Plan of which the schedules are a part, as modified or amended from time-to-time.

ARTICLE IX

SECTION 1. Journeymen, apprentice, pre-apprentice 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, pre-apprentice 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, 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 20151-1219.**

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

SECTION 8. In addition to the settlement of grievances arising out of interpretation or enforcement of this Agreement as set forth in the proceeding 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 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 NJAB to resolve disputes over the initial establishment or amendment 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, or amendment thereof, have been unsuccessful. Such a dispute shall be submitted to the NJAB pursuant to the rules as established and modified from time to time by said Board. The unanimous decisions 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 Program, 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 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 journeymen.

SECTION 6. The wage scale below is for apprentices indentured after June 1, 2006.

First year	35%
Second year	45%
Third year	55%
Fourth year	65%

Fringe Benefit payments and other deductions to be made in accordance with the Addendum.

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. Sheet metal workers shall complete OSHA 10/OSHA 30 training, as well as any mandatory refresher course, as a condition of employment in the sheet metal industry. In addition, all journeymen shall obtain signaling, scissors lift, confined space, hoisting and rigging and forklift training no later than 5/31/19. Such training shall be completed on the employee's time.

The parties to this Agreement shall take appropriate steps to provide that the cost of any materials used in such training, as well as the costs associated with providing instruction, shall be paid for by the Local Joint Apprenticeship and Training Fund.

SECTION 2. The parties are committed to maintaining a workplace that is safe, productive, and free of alcohol and illegal drugs. Therefore, they shall establish a substance abuse program which will include, as a minimum, the following components: owner mandated, reasonable suspicion, post-accident, and random drug and alcohol testing. In the case of random testing, the procedures shall be established and administered in a manner so that such testing is conducted in a manner that is truly random. Any testing program shall be conducted on an industry wide basis, and in conformity with all applicable laws. The parties shall establish an appropriate means of funding such testing activities on an industry wide basis.

ARTICLE XIII

Upon approval of the Special Master and the EEOC, a one year pre-apprentice program will be implemented. The pre-apprentice rate will be at 30% of the journeyman wage rate. The parties agree to implement a suitable benefit package with the basic wage being 30% of the journeyman rate.

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 pre-apprentices on the basis of one (1) pre-apprentice 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) pre-apprentice. Any apprentice of the Employer on layoff at the effective date of this Agreement must be rehired before said Employer is entitled to any pre-apprentice. Thereafter, the same conditions and ratios shall apply.

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

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

The wage scale for pre-apprentices 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 pre-apprentices 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 pre-apprentice being reclassified shall experience no break in benefits coverage.

ARTICLE XIV

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 XV

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 XVI

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 XVII

SECTION 1. This Agreement and Addenda attached hereto shall become effective on June 1, 2021 and remain in full force and effect until May 31, 2024 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 of this Agreement. This shall be effective during the entire term of any collective bargaining agreement that has been entered into under Section 8(f) of the National Labor Relations Act, and upon conversion of the bargaining relationship to one under Section 9(a) of the National Labor Relations Act, either by an election conducted by the National Labor Relations Board, or through the procedures set forth in this Agreement.

SECTION 5. By execution of this Agreement the Employer authorizes Sheet Metal Contractors Association of NNJ 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 first day of June, 2021

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.

Sheet Metal Contractors Association
of Northern New Jersey

Local Union No.25
of Sheet Metal Workers'
International Association

By: _____
(Signature of Officer or Representative)

By: _____
(Signature of Officer or Representative)

Print: _____

Print: _____

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ADDENDUM

The Standard Form of Union Agreement of Sheet Metal Workers' Local Union No. 25 of the Sheet Metal Workers' International Association

Sheet Metal, Roofing, Ventilating and Air Conditioning

Contracting Divisions of The Building and Construction Industry

It is hereby agreed between the parties hereto that the following addendums to the standard form of Union agreement are as follows:

If there is a conflict in language between the standard form of union agreement and the addendum, the language of the addendum shall prevail.

ARTICLE I

SECTION 1 - RECOGNITION CLAUSE AND FABRICATION DESTINATION RATE

Inasmuch as the union has submitted proof and the employer is satisfied that the union represents a majority of its employees in the bargaining unit described herein, the employer recognizes the union as the exclusive collective bargaining agent for all employees within that bargaining unit, on all present and future job sites within the jurisdiction of the union, unless and until such time as the union loses its status as the employees' exclusive representative as a result of an N.L.R.B. Election requested by the employees. The employer agrees that it will not request an N.L.R.B. Election and expressly waives any right it may have to do so.

If the two man rule is implemented in Union, Morris, Somerset and Sussex counties, those counties under concurrent jurisdiction between Local 22 and Local 25, there will be a reopener of the contract.

It is agreed that the total hourly benefit package for Local 25 shop work can be paid at the equivalent total hourly benefit package of the local union where the project is being constructed when working in territories covered by Local 27 all other terms and conditions of Local 25's contract with SMACNA-NNJ remain.

ARTICLE II

SECTION I - WAGE DIFFERENTIAL CLAUSE

In view of the substantial wage difference that will now exist with signatory contractors against non-signatories on any job where signatory employers are bidding against non-signatories, the business manager shall authorize modifications of this contract that will make signatory employers competitive.

SECTION 2 - RESOLUTION 78

It is understood that in accordance with Resolution 78, the Local Union Business Manager be empowered to expand on said addendums and specialty agreements or take whatever steps necessary, including additional flexible conditions on particular jobs sometimes known as "pin-pointing", to ensure that such work will be captured for our members; and that the Local Union encourages their signatory contractors to cooperate fully on a local and national level to achieve our goal for full employment.

ARTICLE III

SECTION 1 – MARKET RECOVERY AGREEMENT

Refer to market recovery agreement.

ARTICLE IV

SECTION 1 - NON-DISCRIMINATION

It is mutually agreed by both parties that there shall be no discrimination on the basis of race, creed, age, color and/or sex or harassment and the parties will conform to the national, state and local laws in this regard.

SECTION 2 - SAFETY

The parties signatory hereto agree to abide by federal and State safety regulation. Effective January 1, 2005 the JLM implemented a post-accident drug testing policy which is, by reference, a part of this addendum and may be revised, altered, or amended by the JLM. Employer to provide osha-approved respirators when working with fiberglass or furron material TWIC and or SWAC card cost are to be reimbursed to the Local 25 member by the JLM upon presentation of the card. The member will only be entitled to apply for the card if the job assignment requires cards. Contractor to provide safety equipment in accordance with OSHA.

SECTION 3 - MOST FAVORED NATIONS CLAUSE

If any more favorable conditions are granted by Local Union 25 of New Jersey to any other employer in the jurisdictional area of this contract, all employers will have the right to adopt the same as an amendment to this agreement effective at once.

ARTICLE V

SECTION 1 - WORK PRESERVATION - NO SUBCONTRACTING CLAUSE

For the preservation of the work opportunities of the Journeymen and apprentice sheet metal workers within

the collective bargaining units of Local Union 25, each employer party to this agreement shall not subcontract, sublet, delegate or assign to any firm, individual or corporation outside the jurisdiction of Local Union 25, and 27 SMWIA, as defined in Art. I, II, or III in the standard form of union agreement, any drafting, fabrication of rectangular ductwork, rectangular welded ductwork, double wall rectangular duct and fittings.

Local 25 members who are on the out of work list will install job site rectangular ductwork, rectangular welded ductwork, double wall rectangular duct and fittings, that are fabricated for projects within Local 25's jurisdiction by contractors whose fabricating plants are outside the jurisdiction of Local 25 and 27. All referrals will be through the union hall, for each project.

Where any ductwork that requires wage equalization according to Sec. 5 of Article VIII of the standard form of union agreement is handled, the employer will provide written certified payrolls to the union upon request that the ductwork is wage equalized and fabricated under the conditions of Local Union 25 in accordance with said section. This work preservation clause shall commence June 1, 2004.

Establish a work preservation clause applicable to locals and their respective contractors whose agreements contain language which limit the work opportunities of Local 25 members and their contractors. A sub-committee to come up with specific language.

All material fabricated by Local #25 contractors for installation within Local #25 must be done in a full sheet metal shop within Local #25 (full sheet metal shop is defined as one which produces pipe and fittings). Apprentices will only be dispatched to contractors with a full sheet metal shop (specialty contractors will be excluded).

ARTICLE VI

SECTION 1 - REFERRAL PROCEDURES

The membership of the Local Union shall be at liberty to work for any contractor in signed agreement within the local union as they see fit.

SECTION 2 - EMPLOYMENT AND REFERRAL

Local Union 25 will ordinarily operate on a 3:1 referral system. For every three (3) new hires by a contractor, one (1) unemployed member will be referred from the unemployment list. When unemployment in Local Union 25 reaches 20% of members available for work there will be a 2:1 referral procedure. For every two (2) new hires by a contractor, one (1) member will be referred from the unemployment list. There will be a 1:1 referral system for all signatory contractors who do not have a work force consisting of at least 25% minority members of Local Union 25. All out-of-town contractors must make all hires from the unemployment list. This will become effective upon implementation of a settlement agreement between Local Union 25 and the EEOC.

In an attempt to provide a fair and equitable method for unemployed members of Local #25 to return to work the employer agrees that each individual employer will accept one (1) member of Local #25 from the top of the list of unemployed and the following three (3) hires will be made by the employer, as the employer deems appropriate (1:3 ratio).

Members may solicit work from local contractors only. Local contractors may recall local journeymen members only.

SECTION 3 - STANDARDS

The union and the employers agree to the following standards, upon which all referrals will be handled:

- (a) Special skills requests by the employer will be addressed by the business manager in accordance with Article IV of the "S.F.U.A" and Section 1 of this Article V.
- (b) When a member is dispatched to work and terminated by the employer, with documentation that the member has deficiencies in particular skills, this will be addressed by the union. Employers are responsible for specific documentation.
- (c) Upon the third (3rd) instance of documentation for termination, and prior to further referral for employment, the union will require the member to attend an intensive remedial training program, provided by the union, to address the specific skills required to render this member employable.

SECTION 4 – QUALIFICATION

The union shall produce and maintain for inspection by the employer and up to date listing of all qualified journeyman sheet metal workers, including their certifications (i.e. Welding Tab, First Aid, CPR, OSHA 10/30). This list shall be available "on line" and through the offices of the sheet metal contractors association of northern New Jersey.

SECTION 5 - INDEMNIFICATION

The union hereby agrees to indemnify and hold harmless the employer from and against any and all costs, expenses (including attorneys' fees), and damages that may be incurred in connection with any action, suit, claim or proceeding that may be brought against the employer arising out of or relating to operation of the hiring hall or

any action or inaction of the union in connection with recruitment, referral, and(if applicable) hiring.

The employer hereby agrees to indemnify and hold harmless the union from and against any and all costs, expenses (including attorneys' fees), and damages that may be incurred in connection with any action, suit, claim or proceeding that may be brought against the union arising out of or relating to any recruitment, hiring and (if applicable) referral decision made by the employer.

ARTICLE VII

SECTION I - WORK DAY AND WORK WEEK

Eight (8) hours shall constitute a day's work between 6:30 am and 4:30 pm. There may be an early start, provided it is mutually agreed upon by the union and the Sheet Metal Contractors Association of Northern New Jersey, it is not to exceed the eight hour day. Refer to Article VI, Section 2, SFUA for Sundays and holidays.

All overtime during the week will be at time and one half and hours on Saturday will be time and one half up to 10 hours of work and will be double time after 10 hours on Saturday.

Overtime hours are to be paid as defined by the wage disbursement sheet. SMWIA LU 25 CBA is the NJ prevailing wage rate in Essex, Passaic, Morris, Hudson, Bergen, Sussex, Somerset and Union counties. SMWIA local unions operating within these counties overtime pay will be equal to the total overtime rates of SMWIA LU 25.

SECTION 2 - SHIFT WORK

When shift work is to be performed in the field or shop, it must continue for not less than five (5) consecutive days from the established date and employ a minimum of three

(3) men. A regular day shift will be maintained in order to begin a second shift.

If the established second shift does not continue for at least five (5) consecutive days, then all of this time shall be at the appropriate overtime rate.

The first shift will be the regular work hours of the workday and consist of 8 hours between 6:30 am and 4:30 pm. The second shift will start between 3:30 pm and 6:30 pm and will require a minimum of 8 hours pay.

The rate of pay for the second shift will be twelve (12) percent above the total wage package.

SECTION 3 - OCCUPIED BUILDING WORK

When an owner or owner's representative for a building requires work to be performed outside the normal workday in an occupied building, the rate of pay will be twelve (12) percent over the basic rate and pension and assessment only. Additional hours will be paid per the overtime language contained in this collective bargaining agreement.

SECTION 4 - FLEXIBILITY

Flexibility of work: ten (10) hour days four (4) days per week. Two breaks; one in the morning and one in the afternoon. Any time worked over the ten (10) hours/four (4) days or forty (40) hours shall be paid at the overtime rate. Must be mutually agreed by all working members on the jobsite. Majority vote, not unanimous. This applies to only those shops that wish to put it into effect. Subject to mutual agreement between the employer and employees.

SECTION 5 - SATURDAY MAKE UP DAY

In the case of a lost day due to inclement weather, a Saturday make-up will be permitted during that week for architectural work only. Work to be at straight time rate

of pay, the work week not to exceed forty (40) hours. All overtime worked under the provisions of this section 4 shall be at 1 ½ (one and one half) times the rate except Sundays and holidays.

Work other than architectural must be requested in writing by the contractor and permission must be obtained by the Business Manager only. All weather-related closings or make up days will need the permission of the Business Manager, unless the lost workday resulted from the declaration of any civil authority.

ARTICLE VIII

SECTION 1 - HIRING AND LAY-OFF

Upon both hiring and lay-off the employer is to notify the Union office by 12:00 noon on the day of lay-off or of hiring.

When an employee is laid off, he shall be paid in full for the work day, and must receive his pay no later than one half (1/2) hour prior to end of the work day, or this payment may be made by overnight delivery. The employee and/or employer may choose to make such delivery to the union hall or via electronic transfer if the employer and employee have established this system of payment. A return receipt or verification of acceptance is strongly suggested in order to document delivery. If he does not receive his check, he cannot be laid off that day.

SECTION 2 - OUT OF TOWN CONTRACTORS

Employees of out of town contractors shall have wages and benefits paid in full at time of lay-off.

There will be a local 25 journeyman on all overtime.

SECTION 3 - OUT OF STATE CONTRACTORS

In addition to complying with Article VII, Sec. 4 Of the addendum — out of town contractors; out of state contractors are to use a new jersey bank accessible to job site for payroll and fringe benefit funds.

SECTION 4 - LETTERS OF ASSIGNMENT

Contractors must submit letters of assignment on company letterhead listing all work to be assigned to members of the SMWIA prior to the start of job.

ARTICLE IX

SECTION 1 - JOB SITE FACILITIES

On any jobsite that will employ ten (10) or more persons for a period of 30 working days or more, the employer will provide a trailer, shanty or suitable building quarters provided with sufficient heat. Shanty to be available for use before, during and after the work day.

SECTION 1A: Workers would be entitled to one (1) ten (10) minute sit-down paid break in the morning. There will be no afternoon break.

SECTION 1B: Contractors can install cameras in their facilities, but they cannot be activated in the sheet metal shop during work hours.

SECTION 2 - SKETCHERS STAMP

There is a mandatory use of SMWIA sketcher stamps or international association number on original shop drawings.

SECTION 3 - USE OF COMPUTERS

Conform to the use of computers in the shop and drafting office (work to be performed only by members of the union, including apprentices as related to the fabrication of sheet metal.)

There will be no limitation regarding the use of computers and computer technology imposed on contractors or journeymen. Contractors are encouraged to apply new methods and technologies to the HVAC industry. The union supports the use of scanners, digitizers, and the electronic transfer of all information made available to the contractors by the owner, architect, engineers, construction manager, or any other source via electronic or manual means.

SECTION 4 - LEAK TEST DRAWINGS:

All the duct work on the drawing is broken down into the individual duct runs being tested on the drawing. Duct runs to be tested may be highlighted or colored in before being plotted and sent to the field for the sheet metal worker to perform the leak testing.

It was agreed that when drafting employees are too busy and not available to perform this, the contractor may use any in-house employee. The contractor will inform the business manager with a phone call when this occurs as a courtesy.

SECTION 5 - LIMITATION OF FLEX HOSE

There shall be a ten (10) foot limitation in the use of flex hose.

SECTION 6 - TOOL STORAGE

The employer shall provide gang boxes and/or a suitable trailer or secured room for employees to keep their tools and clothing, etc.

The employer shall reimburse or replace employee's loss of tools and/or clothing, due to theft by forcible entry when such items are secured in a locked gang box or place provided by the employer, or for loss due to fire or explosion. The employer's liability for replacement of tools is limited to only those tools mutually listed by the union and the employers.

The maximum claim for which the employer shall be responsible shall not exceed \$500.00 Per employee.

ARTICLE X

SECTION 1 - TEMPORARY OPERATION

The planned temporary operation of fans, blowers and air handling equipment shall be required on projects of sufficient size when authorized by the owner or owner's representative or when other crafts are represented on the temporary heat, contractors will make every effort to secure this work. Maintenance shall be attended and maintained by journeymen sheet metal workers, the pay they shall receive for such services shall be straight time pay only. There will be no double time permitted. Contractors can use regular employees for the first week. After the first, week all journeymen shall come from the union's out of work list.

Members working in temporary operations will receive one and one half time the regular rate for all Saturday, Sunday and holiday work.

ARTICLE XI

SECTION 1 - TOTAL WAGE/FRINGE PACKAGE (INCREASES)

Effective:	June 1, 2021	\$2.55 per hour increase
	June 1, 2022	\$2.65 per hour increase
	June 1, 2023	\$2.75 per hour increase

SECTION 2 - TOTAL PACKAGE

Effective date	Local No.25 New Jersey
June 1, 2021	\$99.52
June 1, 2022	\$102.17
June 1, 2023	\$104.92

SECTION 3 - DEDUCTIONS

Employees shall receive pay receipts with each pay, showing hours worked, hours paid, and all deductions from the gross wages.

SECTION 4 - ELECTRONIC TRANSFER OF PAYCHECKS

The union sanctions the use of electronic transfer of paychecks, as an alternative to being paid at the worksite. Members who choose not to partake in electronic transfer will not be discriminated against. If charges of discrimination with regard to the transfer are filed against a contractor by any member, the union will rescind this privilege.

SECTION 5(A) - FOREMAN WAGE RATE

When a journeyman is designated as a foreman. He shall receive three dollars and fifty cents (\$3.50) per hour above the prevailing hourly rate during the normal work

week. If he performs work in excess of the normal work day and normal work week, he shall be paid pursuant to the overtime provisions of the standard form of union agreement.

SECTION 5(B) – SKETCHERS WAGE RATE

Sketchers will receive \$1.00 per hour over the journeyman wage rate.

SECTION 5(C) – CERTIFIED WELDERS RATE

Certified welders will receive \$1.00 per hour over the journeyman wage rate when welding.

SECTION 6A - GENERAL FOREMAN RATE

When a journeyman is designated as a general foreman, he shall receive four dollars and 50 cents (\$4.50) above the prevailing hourly rate during the normal work week. If he performs work in excess of the normal work day and normal work week, he shall be paid pursuant to the overtime provisions of the standard form of union agreement.

On a one-man jobsite, the man will receive \$1.00 over the journeyman wage rate.

On a two-man jobsite; one man shall be appointed the foreman by the employer and he shall receive the foreman wage rate.

Upon the assignment of a 17th man to a jobsite, the employer shall appoint a general foreman and he shall receive the general foreman's wage rate.

SECTION 6B – SUPERINTENDENT CLASSIFICATION

When a journeyman is designated as a superintendent, he shall receive five dollars and fifty cents (\$5.50) above the prevailing hourly rate during the normal work week, he shall be paid pursuant to the overtime provisions of the standard form of union agreement.

SECTION 7 - INJURY PAY

When a journeyman, apprentice or pre-apprentice is injured on the job and is unable to return to work, they shall be paid for the remainder of the work day, providing they have been instructed in writing by the attending physician to do so.

When an employee is injured on the job and they are requested to revisit the employer's insurance doctor if he has returned to work for the same employer, he will revisit the doctor's office on company time and will not lose any wages.

Upon written recommendation of the employer's workers compensation physician, and with the agreement of the employer, the employee may be directed to return to work for "light or limited duty" as defined by the physician/therapist at 100% of the employee's total wage and fringe package. At the commencement of such assignment there shall be a conference between the employer, the business agent and the employee to assure a clear understanding of the work to be performed. If significant changes are made in the work assignment an additional conference shall be called. Example of light duty would be stripping of plans, inner office function, attending an OSHA 30 class or any education classes.

SECTION 8 - TRAVEL EXPENSES AND PARKING

The contractor will pay all parking fees when no on-site parking is provided.

If after the first job assignment of the work day a member of the SMWIA is required to travel he shall be paid at the rate established by the internal revenue service for that day. The employer will reimburse tolls.

Drivers using their personal vehicles to travel outside of local 25's territory to a jobsite will be reimbursed based on the IRS mileage allowance up to a maximum of \$25.00 Per day. Mileage and tolls will be paid for the most direct route from the territory boundary to the jobsite and the return trip to the territory only.

SECTION 9 - SHOW-UP TIME

Journeyman 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. Any part of the 3rd hour worked the member will be paid for 3 hours; any part of the 4th hour worked the member will be paid for 4 hours; any part of the 5th hour worked the member will be paid for 5 hours; any part of the 6th hour worked the member will be paid for 6 hours; any part of the 6th hour or up to the 8th hour the member will be paid a full 8 hours. This provision, however, shall not apply under conditions over which the employer has no control.

ARTICLE XII

SECTION 1 - APPRENTICE RATE SCHEDULE

The wage schedule for all four (4) year apprentices shall be maintained on the following percentage basis and current pay schedule of the established wage rate of journeymen sheet metal workers in the Local 25 New Jersey jurisdiction.

Wage scale for apprentices indentured after June 1, 2006 will be:

First year 35% Second year 45% Third year 55%
Fourth year 65% Payment to the following funds are to be made at the current percentage rate of pay:

Vacation, assessment, health and welfare, annuity, national pension fund, SASMI.

Payment to the following funds are to be made at the standard rate as indicated on the attached wage distribution:

PAL, NTF, NEMI, SMOHIT, Industry Fund, JLM, Education Fund.

During the first year of apprenticeship payments are to be made on the following funds only: Health and Welfare, National Pension Fund, Vacation Fund, SASMI, and Education Fund. Year 2 and beyond, payments will be made to all funds.

SECTION 2 - WORK WEEK

Attached is the current schedule showing the apprentice breakdown for wages and fringe benefits

SECTION 3 - SCHEDULE OF PAY - SCHOOL WEEK

Effective June 1, 2006, taxable wages, national pension fund, health & welfare are paid on the percentage rate applicable to that apprentice term. For example, in the first year, taxable wages 35%, national pension fund 35%, health & welfare 35%.

SECTION 4 - APPRENTICE SCHOOL

Each apprentice shall attend school for one full week (40 hours) in each quarter of the calendar. Apprentices in attendance shall receive percentage of total wage package for the applicable term.

Parties agree to sign letter of agreement to clarify New Jersey Department of Labor & Industry Journeyman/ Apprentice Ratios.

ARTICLE XIII

SECTION 1 - TRUST FUNDS

Each employer bound hereby shall, effective June 1, 2004, in addition to paying the wage rates and wages required by this agreement and addendum(s) thereto, shall also promptly pay to the trustees of the following named trusts (hereinafter “funds”) the following sums of money to each trust fund.

See attached wage schedule

Apprentices shall be paid per the attached schedule.

The amount to be paid as contributions to the fringe benefit funds shall be as stated above.

799Allocation of the total package (Article X, Section 2) for the years commencing June 1, 2021, June 1, 2022 and June 1, 2023 shall be made by the Union and the Union shall accept total responsibility for all funds and accounts affected by this allocation.

The following fringe benefit trust funds are created by trust agreements:

Sheet Metal Workers’ National Pension Fund
Sheet Metal Workers’ Local Union 25 NJ Welfare Fund
Sheet Metal Workers’ Local Union 25 NJ Annuity Fund
Sheet Metal Workers’ Local Union 25 NJ Vacation Fund
Sheet Metal Workers’ Local Union 25 NJ Education Fund
Fund SASMI (per participation agreement)

The terms of all trust agreements named herein, including the above trust funds, are hereby incorporated by reference. In the event there is a conflict between the terms of the aforementioned trust agreements and this collective bargaining agreement or any addendum thereto, the terms of the collective bargaining agreement and/or addendums shall control and take precedent.

Each individual employer who signs a labor agreement with Local Union 25 New Jersey, or is a member of SMACNA where SMACNA signs this agreement, automatically agrees to become party to and bound by each of the agreements and declarations of trust.

SECTION 2 - PAL/BUILDING SERVICES FUND

The employer shall deduct from the wages of its employees an amount specified by the union and itemized in the wage distribution as attached.

SECTION 3 - WORK ASSESSMENT

The employer agrees to honor deduction authorization from its employees at the established rate for each hour paid with payment to the union to be consistent with the other established funds which is stated on the wage breakdown sheet. In addition, a specified hourly amount will be deducted for the Local Union Youth-to-Youth Program.

SECTION 4 - INDUSTRY FUND

Effective June 1, 2013 the employer agrees to pay the local and national industry fund hourly contribution rates in the amount established by the industry fund trustees and itemized in the wage distribution as attached.

SECTION 5 - INTERNATIONAL TRAINING INSTITUTE

Effective June 1, 2004 the employers will contribute to the International Training Institute for the Sheet Metal and Air Conditioning Industry in the amount specified by the union and itemized in the wage distribution as attached.

SECTION 6 - NEMI

Effective June 1, 2004 the employer will contribute to the national energy management institute committee, a jointly administered trust fund, in the amount specified by the Union and itemized in the wage distribution as attached.

SECTION 7 - EDUCATION FUND

Effective June 1, 2004 the employers will contribute to the Education fund in the amount specified by the Union and itemized in the wage distribution as attached. For each hour paid by each employee of the employer covered by this agreement.

SECTION 8 - SHEET METAL OCCUPATIONAL HEALTH INSTITUTE TRUST

Effective June 1, 2004 contractors will contribute \$0.02 per hour. See standard form of union agreement, Article VIII, Sec. 15.

SECTION 9 - JOINT LABOR MANAGEMENT

Effective June 1, 2006 the employer will contribute to the Joint Labor Management Fund two cents (\$.02) per hour for each hour worked. The JLM will continue a program to subsidize the specialty training of journeypersons as sketchers and balancers. This is to be reviewed June 1st of each contract year by trustees of this fund. Remit to Joint Labor Management 440 Barell Avenue, Carlstadt, New Jersey 07072.

SECTION 10 - S.A.S.M.I.

National stabilization agreement of Sheet Metal Industry approved standard collective bargaining clause.

The undersigned employer and local union agree as follows:

Beginning on June 1, 2012 the employer shall make contributions to be paid on cents per hour paid (excluding holiday, vacation and sick hours unless contractually required to be paid), for each employee covered by this agreement to the national stabilization agreement of the Sheet Metal Industry Trust Fund (SASMI). This cents per hour paid contribution amount shall be, and shall remain, at all times, equal to the sum of: (a) three percent (3%) of the amount of wages due at the gross contractual hourly wage rate for the classification plus (b) three percent (3%) of any and all contributions payable by an employer to the following fringe benefit plans or programs: pension, annuity, 401k and retirement plans of any kind, and health and welfare benefit plans. This cents per hour paid contribution rate shall automatically change to reflect any and all changes that may occur in the contractual wage rates and fringe benefit plans and programs during the term of this agreement.

The employer hereby irrevocably designates as its representatives on the board of trustees such trustees as are now serving, or will in the future serve, as employer trustees, together with their successors. The employer further agrees to be bound by all actions taken by the trustees pursuant to the agreement and declaration of trust of the national stabilization agreement of the sheet metal industry trust fund, as amended from time to time, and further agrees to be bound by all lawfully adopted plan documents, policies and rules and regulations approved by the board of trustees.

All contributions shall be made to SASMI or its designated collection agent at such time and in such manner as the trustees require and the trustees may at any

time conduct an audit in accordance with provisions set forth in the agreement and declaration of trust and SASMI policies and rules. A failure by the employer to make contributions to SASMI in a timely manner shall subject the employer to any and all remedies that SASMI may have available to it by contract or by law, including remedies set forth in the approved delinquency and collection policy adopted by the board of trustees, as amended from time to time.

ARTICLE XIV

ADDITIONAL EMPLOYEE BENEFITS

As a condition precedent to the staffing of any job, and as one of the considerations for the supply of mechanics and apprentices, it is agreed that the employer shall carry full insurance coverage, such as but not limited to public liability, property damage, fire and theft and the full benefits of the workmen's compensation law of the state of New Jersey. The employer shall immediately upon the commencement of a job as a condition precedent to the supply of mechanics and apprentices elect to be covered as voluntary contributing employer for unemployment compensation and temporary disability benefits pursuant to the provisions of the New Jersey revised statute 43218(c) as amended. The employer shall obtain immediately upon the job commencement the necessary forms to elect to cover one or more of his employees in the bargaining unit under the terms of the aforesaid act.

The workers to be covered are those persons represented by the union. The failure of an employer to voluntarily elect, comply and be covered under the terms of the unemployment compensation act found in the revised statutes of the state of New Jersey as aforesaid, shall constitute a breach of this labor agreement. The union under these conditions reserves the right to withdraw its members from the employer's employment when the breach is manifest or the employer neglects, refuses or

fails to comply, or fails to continue to comply with the terms of this article.

ARTICLE XV

SECTION 1 - PAYMENT OF CONTRIBUTIONS TO THE TRUST FUNDS, EMPLOYER REMITTANCE REPORTS, BONDING AND DELINQUENT OR LATE PAYMENT OF FUND CONTRIBUTIONS.

Any employer who does not post an original payment surety bond or cash bond, I the amount required herein, as security for the payment of contributions due to the identified local fringe benefit funds as required by this agreement, shall pay those local fringe benefit fund contributions to the respective funds by certified check weekly on or before the seventh (7th) day following the week the employer employed members of the union. The employer remittance report is due with the check. Failure to remit either the required contribution or remittance report, when due, shall be a breach of this agreement.

In the event a contributing employer who does provide a bond to the fund office becomes delinquent in an amount greater than the amount of the bond provided, then the union or the trustees of the aforementioned fund or funds may require said delinquent employer to provide Sheet Metal Workers' Local 25 or the fund office or both with a surety company payment or cash bond for the amount required herein or for the shortage, as the case may be. Failure of the union or funds to demand a bond shall not be a waiver of either the union's or the fund's right to demand such bond.

An employer may post a cash bond in lieu of a surety bond. The surety company issuing the surety payment bond shall be listed as an approved surety on the then current department of the treasury's listing of approved sureties (department circular 570). Employers filing cash

or surety bonds in the amount as specified in this agreement, shall pay the funds (for the month in question) on or before the twentieth (20) day of the month following the month in which sheet metal workers were employed, together with their employer remittance report. Failure to remit either the required contribution or remittance report, when due, shall be a breach of this agreement.

The surety or cash bonds shall secure the payment of wages and contributions to the local fringe benefit funds required by the terms of this collective bargaining agreement including any scheduled increases, allocations of the total package or addendums thereto.

Any employer who does not file a bond with the fund office shall file remittance reports with the fund office on or before the seventh (7th) day following the week the employer employed members of the union. Failure to timely file such reports shall be a breach of this agreement.

All employers, who have bonds, shall file remittance reports with the fund office on or before the twentieth (20th) day of the month following the month the employer employed the members of the union. Failure to timely file such reports shall be a breach of this agreement.

If payments due under this collective bargaining agreement for the funds are not received in accordance with the due date specified herein, then the funds may take action including arbitration of all amounts due in accordance with this agreement.

Employer remittance reports and/or payments for local fund contributions made after the applicable due date shall include interest of one and one-half percent (1 1/2%) per month of the gross contribution due to each fund for each and every month, of any part thereof, during which they remain unpaid, and all costs of collection, including

attorney's fees of five percent (5%) times the unpaid contributions which are agreed reasonable if a demand for arbitration was filed before full payment of all local fund contributions are made. Thereafter, and in the event full payment of all local fund contributions have not been made before the first date noticed for arbitration, then the arbitration award shall include, in addition to the aforementioned interest, attorney's fees of ten percent (10%) times the unpaid contributions which are agreed reasonable, twenty percent (20%) times the unpaid contributions as liquidated damages, costs of arbitration including the fee of the arbitrator and reasonable audit fees incurred by the funds where an audit has been performed and said audit revealed that any contributions required hereunder were not timely reported and timely paid.

Failure to comply with the provisions and requirements of the articles related to the payments of wages or fund contributions, including local funds, including Articles XII, XIII and XIV, shall constitute a violation and breach of this agreement, and the union may withdraw employees from the employment of the defaulting and breaching employer on three (3) day's notice. The employer hereby agrees that the union shall not be in violation of this agreement if it does so, and this agreement shall not be considered as rescinded or abrogated because of such action by the union. In addition, the union may after withdrawing employees, picket any and all jobs of the defaulting employer. It is agreed that, the local will not be responsible for any claims of damages, loss of profit, direct, consequential or incidental damages, that the employer may suffer as a result of the union enforcing these provisions, including the withdrawal or withholding of its members from a delinquent or defaulting employer.

Any bond posted by an employer shall remain with the trustees without payment of any interest. Said bonds shall be acknowledged when filed with the fund office and effective when dated and continue to be effective for a

period not to exceed ninety (90) days after the later for the following events: the completion of a job for which the bond was posted, cessation of operations by the employer, bankruptcy of an employer, dissolution of an employer, or termination of operations of an employer on written notice to the fund office and union, provided, in all cases that remittance reports are timely filed. Failure of the employer to timely file with the fund office, remittance reports shall extend the aforementioned ninety (90) day time period for a number of days equal to the number of days the remittance reports are filed late. The bond, in the sole judgment of the trustees, may be used to satisfy any of the damages arising out of any breaches of this agreement by the employer.

SECTION 2 - AMOUNT OF BOND REQUIRED

Number of Employees	Amount of Bond
1 through 6	\$40,000.00
7 through 15	\$60,000.00
16 through 30	\$80,000.00
31 through 50	\$100,000.00
51 through 100	\$180,000.00
100 through 150	\$275,000.00
150 or more	\$1,000,000.00

SECTION 3 - RECIPROCAL AGREEMENTS WITH RESPECT TO ALL FUNDS

All local funds which are recipients of contributions under this agreement made on behalf of employees who are covered in another fund or funds (hereinafter "home fund") shall remit all such contributions to said home fund or funds provided said fund or funds are similarly obligated to reciprocate and remit contributions made to their fund or funds on behalf of employee members of Sheet Metal Workers Local 25 to the Sheet Metal Workers Local 25 welfare or annuity fund provided both

the home and the other fund isa signatory to a reciprocal agreement.

SECTION 4 - PAYMENT PROCEDURE

A monthly or weekly remittance report, as applicable, covering all Local Union No. 25 New Jersey employees employed the preceding month or week by the employer shall be submitted by the employer by the twentieth (20th) of the month following the month those employees are employed by the employer or by the week following the week those employees are employed by the employer (where no bond has been filed with the fund office) to the following: the Local Union New Jersey office, the fund office, together with payment of the local fringe benefit contributions due to those funds.

SECTION 5 - AGREEMENT RELATING TO ALL TRUSTS OR FUNDS

Each employer bound hereby covenants and agrees:

To be bound by all of the reporting requirements mentioned trusts funds including the duty to submit to an audit of its books and records by auditors selected by the trustees, the costs of which shall be assessed against the employer should it be determined that required contributions to the funds were not reported and/or not paid. A \$100.00 Per day penalty will be assessed against any employer not submitting to a requested audit in a timely manner.

That, in addition to any remedy available to the trustees of the above mentioned trust funds for failure of an employer to timely pay the fringe benefit contributions required under this agreement or to timely file remittance reports, the union may, without notice and without recourse or liability whatsoever in any court, or in any state or federal administrative agency, now existing or hereafter created, withdraw sheet metal workers from the shop and/or job site of any employer who defaults, or who has defaulted, in making its full timely payment with

remittance reports to the trusts or funds above named or who fails to timely file remittance reports.

That the trustees of the aforementioned trust funds may maintain any action in their name as an entity, or in their names as trustees of their respective trusts, in any court or jurisdiction, or before an arbitrator as hereafter provided to claim, recover and collect any amount or amounts due from any employer for contributions or sums due to their respective trust or fund together with interest of one and one-half percent (1 1/2%) per month of the total gross payment due to each fund for each and every month, or any part thereof, during which they remain unpaid and all costs of collection, including attorney's fees of five percent (5%) times the unpaid contributions which are agreed reasonable if a demand for arbitration was filed before full payment of all local fund contributions are made. Thereafter, and in the event full payment of all local fund contributions have not been made before the first date noticed for arbitration, then the arbitration award shall include, in addition to the aforementioned interest, attorney's fees of ten percent (10%) times the unpaid contributions which are agreed reasonable, twenty percent (20%) times the unpaid contributions as liquidated damages, costs of arbitration including the fee of the arbitrator and reasonable audit fees incurred by the funds where an audit has been performed and said audit revealed that any contributions required hereunder were not timely reported and timely paid.

That the funds, trustees of any fund or an alleged delinquent employer may request arbitration of any alleged delinquency or breach of this agreement regarding fund contributions and an arbitration may be heard within twenty (20) days after such request. The arbitration shall be heard at the office of Cleary, Josem & Trigiani, L.L.P., 325 Chestnut Street, Suite 200, Philadelphia, Pennsylvania 19106 or Sheet Metal Contractors Association of Northern New Jersey or at

Sheet Metal Workers Funds Facility, 440 Barell Avenue, Carlstadt, New Jersey or at a location to be designated by the funds and the procedures followed shall be in accordance with the rules of the New Jersey state board of mediation, in order to expedite such hearing, a permanent arbitrator is hereby designated and approved. The permanent arbitrator is J. J. Pierson, Esq. of Mount Vernon, New Jersey.

That delinquent employers required to arbitrate claims for fund delinquencies or non-payment of fund contributions when due, failure to timely file remittance reports, fail to file the required or requested payment, cash, or surety bond or failure to submit to an audit, and it is hereby further agreed that they are obligated to present to, and litigate before, the arbitrator, named herein, all defenses or whatsoever type or nature then existing, including the defense of arbitrability and the arbitrator is empowered to hear and determine the same and issue an award in accordance with this agreement which shall be final and binding upon the parties to such proceedings, their successors, heirs and assigns. A default arbitration award may be entered should the employer fail to appear. The charges of the arbitrator as well as the stenographic record, if any, are to be borne by the employer should it be determined that this agreement was breached, including that the required contributions were not made to the funds when due.

ARTICLE XVI

SECTION 1: A “BAD-FAITH EMPLOYER”

For the purpose of this agreement is an employer that itself or through a person or persons subject to an owner’s control, has ownership interests (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 standard form of union agreement Article 1 hereinabove 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 operated in another area, inferior to those prescribed in the agreement of the sister local union affiliated with sheet metal workers' international AFL-CIO in the area.

An employer is also a "bad faith employer" when it is owned by another business entity as its direct subsidiary or as a 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 standard form of union agreement 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 2:

Any employer that signs this agreement or is covered thereby virtue of being a member of a multi-employer bargaining unit expressly represents to the union that it is not a "bad-faith employer" as such term is defined in Section 1 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 \$500.00 Per calendar

day from the day 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 provisions of standard form of union agreement Article X.

This integrity clause shall commence June 1, 2021 and terminate May 31, 2024.

ARTICLE XVII

SECTION 1 -STATE UNIFICATION

The parties signatory hereto agree to enter into negotiations for renewal of a uniform contract for Local 25 and Local 22.

ARTICLE XVIII

SECTION 1 – SPECIALTY ADDENDUM

DIVISION 10

Specialty work including but not limited to envelope work of a building (i.e. Architectural) and interior specialty work (i.e. Lockers, toilet partitions, column covers, expansion joints); and (g) all other work included in the jurisdictional claims of sheet metal workers' international association.

(PLEASE REFER TO WAGE AND BENEFIT BREAKDOWN SHEETS)

ARTICLE XIX

SECTION 1 - INDUSTRIAL ADDENDUM

Industrial ventilation includes fabrication, erection and/ or installation of any item not incorporated into the hvac system of an industrial facility. It is inclusive of

maintenance, service, design or replacement of any fume, particulate, or dust collection system or part of any industrial firm's production process. This definition is inclusive of all ductwork systems (hoods, exhaust stacks, dampers, and equipment supports) and sheet metal fabrication (chutes, hoppers, conveyance equipment, structural support frames and platforms, fan and blowers).

This report addresses the industrial ventilation market, as defined by the department of commerce, and includes both new and existing building markets. To complete the Core Nemi Activities Matrix, FMI conducted the following research:

1. Identify potential market
2. Determine capital entry requirements
3. Determine revenue potential
4. Determine hours of work and wage potential
5. Market entry (expansion) plan
6. Quantifiable success determiners

DEFINITION

- According to *industrial ventilation, a manual of recommended practice*, the industrial ventilation system includes both the supply and exhaust systems.
- Supply systems are used to create a comfortable environment in the plant and to replace exhausted air from the plant.
- Exhaust systems include both general exhaust systems and local exhaust systems.
- An industrial sheet metal contract includes the following as a definition of industrial ventilation:

“The fabrication, erection and/or installation of any item not intended for incorporation into the heating, ventilating or air conditioning portion of any new existing industrial plant or facility. Industrial work shall include the maintenance, servicing, relocating, adjusting, designing, measuring or replacement of any fume or particulate control system, part of an industrial firm’s production process; and the maintenance, servicing and adjustment necessary on any heating, air conditioning, cooling or refrigeration used in an industrial process or facility appurtenances intended to facilitate and/or expedite the plant’s production and/or maintain the existing physical structure.”

- Ventilation plays a big role in overall plant indoor air quality (IAQ). IAQ is governed by ASHRAE Standard 62 and is measured by:
- Concentrations of unwanted gasses or particles that adversely affect building occupants
- Adequate ventilation
- Control of airborne contamination

- Generation of acceptable temperature and relative humidity

SECTION 2 - INDUSTRIAL WORK WAGES AND FRINGE BENEFITS

The following increases to the wage and fringe benefit scale shall become effective, respectively, on June 1, 2021.

\$2.00 increase to total package effective June 1, 2021.

\$2.00 increase to total package effective June 1, 2022.

\$2.00 increase to total package effective June 1, 2023.

(PLEASE REFER TO THE WAGE AND BENEFIT BREAKDOWN SHEETS (APPENDIX A))

All the above increases will become effective as follows: if the increase date falls on a Monday, Tuesday or Wednesday, the increase will be effective as of the

Monday of that week. If the increase date falls on a Thursday, Friday, Saturday or Sunday, the increase will be effective as of the Monday of the following week.

SECTION 3 - OVERTIME- INDUSTRIAL

All overtime on industrial work shall be paid at the rate of time and one-half (1-½), with the exception of Sundays and holidays (Sunday to start at 12:00 midnight). All hours worked on a Sunday or holiday shall be paid at a rate of double time. Overtime fringe benefits are to be paid on hours worked, with the exception of vacation and annuity benefits which will be paid on hours paid. Overtime is not mandatory; employees have the right to refuse without repercussion. All starting time on weekend work is to be uniform for all men.

SECTION 4 - OUT OF TOWN CONTRACTORS

Contractors not signatory, working in the jurisdiction of Local 25, must employ at least one (1) Local 25 Journeyman on all overtime work.

SECTION 5 - SHIFT WORK-INDUSTRIAL

Upon notification to the union, there can be a shift provision of five (5) days or more; shift must run for a minimum of forty (40) hours. The rate of pay on any shift hours will be paid at 15% over the wage rate including the vacation and annuity funds. No first shift is required in order to begin a second or third shift.

SECTION 6 - ALL SHOP AND FIELD OVERTIME

In the event that any shop or field project goes on overtime, any foreman, superintendent or journeyman working on said project at the time the overtime is called for will not be removed or replaced by another foreman, superintendent, or journeyman from another job site, although they may be used as additional help to complete said project.

SECTION 7 - APPRENTICE FRINGE BENEFIT CONTRIBUTIONS

1. Contributions to commence as per the apprentices rate chart once the applicant or starting apprentice has worked a minimum of nine hundred and twenty (920) hours. (“The Plan”)
2. Each employer shall contribute to the pension fund 50% of the journeyman contribution rate for each registered apprentice when they reach 45%.
3. Each employer shall contribute the hourly national fund contribution when an apprentice reaches 40%.
4. Each employer shall contribute to the vacation fund thirty cents (\$0.30) per hour when an apprentice reaches 50%. Vacation is deducted from taxable wages.
5. Each employer shall contribute to the hourly working assessment, as shown on the apprentices rate chart, when an apprentice reaches 40%. Work assessments is deducted from taxable wages.

SECTION 8 - FRINGE BENEFITS

Fringe benefits are to be paid in on any person covered under this collective bargaining agreement for all work in the sheet metal industry, including material handling, painting, grinding, polishing and shop maintenance.

A journeyman’s work assessment will be at \$3.24 of whatever the total package a journeyman is being paid and all apprentices’ work assessment will be at 1.25% of the journeyman total package.

SECTION 9 - FOREMAN RATES

The hourly rate for foremen will be as shown below. These rates are above the journeymen rate on field projects only.

Chart for supervision as listed below for field projects:

Number of Men	General Super	Foreman	Above Rate
1		1	\$1.25
2 through 8		1	\$3.00
9	1 @ \$4.00	1	\$3.00

Additional foreman added with each 8th man hired.

SECTION 10 - PAYMENT OF WAGES

1. Wages shall be presented to employees on company time. Where permission has been granted to pay by check, check will be issued no later than Wednesday, at 4:30 p.m. upon layoff, the journeyman or apprentice will be paid in full one-half (1/2) hour before quitting time. The mailing of paychecks will not be permitted unless arrangements have been made with the union office or agreed upon by both parties.
2. If contractor's payroll check should be returned for insufficient funds, the contractor will pay by cash from that point on. The employer must pay any expenses that a member may have incurred because of insufficient funds.

SECTION 11 – HOLIDAYS

No work shall be performed on recognized holidays. All work performed on recognized holidays shall be paid at double the hourly rate.

Recognized holidays are:

1. New Year's Day
2. Presidents' Birthday
3. Good Friday
4. Memorial Day
5. Independence Day (July 4th)
6. Labor Day
7. Veterans' Day
8. Thanksgiving Day
9. Christmas Day
10. Presidential Election Day

Any employer who wishes to suspend work for any additional days because of the holiday must poll the employees, and if all employees agree, then employer must notify the local union three (3) work days in advance of the suspended day.

Any contractor employing persons referred by Local 25 will send one vacation fund check and one annuity fund check to the local union office on a weekly basis. Check should be made payable to Local 25 Vacation Fund and Local 25 Annuity Fund. The breakdown on vacation and annuity fund monies will be sent by the employer on a monthly basis along with the breakdown of all other funds. If contractor becomes delinquent after one (1) week all men will be removed from the payroll until checks are received.

The contractor will supply one hard hat, one pair of goggles and other safety equipment required by OSHA to each journeyman and apprentice for use on outside

projects. Each man will sign for any equipment issued to him. The union will use its best efforts to instruct its members that all personnel must wear hard hats on field projects. Any personnel refusing to wear hard hats or other supplied safety equipment when instructed may be discharged and paid the following day. The union will use its best efforts to see to the return of any equipment issued, at completion of field projects. When a hard hat is issued, a new liner must also be issued. Equipment shall also include burning goggles (type to cover eyeglasses) and welding shield when required. All new apprentices will be instructed to have a 25' tape measure and a pair of gloves on their first day of employment, and given a list of required tools to be filled within the first six (6) months of employment.

Washrooms and toilet facilities are to have hot water, sanitary conditions and are supplied with necessary items for washing up. This section shall apply to shops only.

SECTION 12 - BOARD JOBS

The employer, in excess of 85 miles of travel, shall pay room and board one way; hotel/motel room with two (2) men paid in full by employer.

Mileage and travel expenses shall be paid to each employee at the start of job and completion of job. Weekends – if no work and employee returns home, mileage will be paid, effective June 1, 2009, fifty dollars (\$50.00) per day for meals; the employee will be paid per day for meals for each overnight stay.

SECTION 13 - MILEAGE

Road mileage shall be paid at current U.S. I.R.S. rate per mile, plus toll and parking fees, for all journeymen and apprentices. Mileage is to be based on shortest route between shop and job, using best roads available. Distance is to be clocked by either employer or employee, subject to verification by other party. Total distance, less 25 miles, is to be paid for each way. Upon reporting to

shop for work, all other mileage traveled from shop to job or job to job, or job to shop by journeymen and apprentice under the jurisdiction of Local 25, when using his own means of transportation, shall be paid time, plus mileage. All employers outside of jurisdiction of Local 25 shall pay mileage at the above rate at a point starting 25 road miles from the local union office. Travel pay does not pertain when the new construction rate is being paid.

The contractor will replace work shoes and work clothes if they are seriously damaged by a chemical on the job site.

SECTION 14 - LETTERS OF ASSIGNMENT

All contractors are required to notify the local union upon being awarded a job valued at \$15,000 or more, and submit a letter of assignment with the scope of work. Letters of assignment will be used for jurisdiction disputes only.

SECTION 15 - INDUSTRIAL MARKET RECOVERY RATE

The market recovery rate may be utilized on open shop projects once the apprentice ratio has been explored; then, the business representative will research the potential project and when both locals are in agreement with the approval of both business managers via e-mail then all contractors will be notified of said project and the rate of market recovery that they are to utilize for bidding.

ARTICLE XX

SECTION 1 - MARKET RECOVERY AGREEMENT

This agreement covers the rates of pay, rules, hours and working conditions of all employees of the employer

engaged in a class or type of work referred to as market recovery construction hereinafter defined wherever employed.

This agreement covers employees engaged in drafting, fabrication, erection, installation, architectural metal, (siding, coping, gutter, leader, fascia, gravel stop), repair, replacing, dismantling, maintenance and service work where such work is performed in the pursuit of the market recovery work covered in this agreement.

(PLEASE REFER TO MARKET RECOVERY AGREEMENT AND MRA WAGE AND BENEFIT BREAKDOWN SHEET)

ARTICLE XXI

SECTION 1 – INDUSTRIAL MANUFACTURING & FABRICATION

Industrial manufacturing and fabrication includes any structural shapes and sheets 3/16” and over for any industrial application (**ALL SHOP – NO FIELD**). 3/16” and under, refer to Article XVI, Section 2.

SECTION 2 – INDUSTRIAL MANUFACTURING & FABRICATION WORK WAGES & FRINGE BENEFITS

Refer to Appendix C.

SECTION 3 – FOREMAN RATES

Refer to Industrial Addendum, Appendix A.

SECTION 4 – RATIO

For every 9th man working under this agreement, the contractor must have an additional industrial worker (refer to Appendix A).

SECTION 5 – APPRENTICE WAGE RATE

Percentage of taxable wages of the industrial manufacturing & fabrication (see apprentice wage chart).

SECTION 6 – HOLIDAYS

Christmas and New Year's Day will be paid holidays under this agreement. If a holiday falls on a Saturday, the man will be paid for Friday; if a holiday falls on a Sunday, the man will be paid for Monday. Anyone working on a paid holiday will receive holiday pay and time and one half hours (1-1/2 hours).

Any hire/lay-off 10 days prior to a holiday is entitled to holiday pay.

ARTICLE XXII

SECTION 1 – DISCRIMINATION CLAUSE

Both parties mutually agree hereto that there shall be no discrimination on the basis of race, creed, color and/or sex, and that the parties will conform to the national, state and local laws in this regard as per Local 25 Title 7.

The employer agrees to be bound by all provisions of the SFUA A-08-11 with the exception of those articles and sections or provisions specifically altered or amended by this addendum.

In witness whereof, the parties have hereunto set their hands and seals to this copy this first day of June, 2021.

Sheet Metal Contractors
Association of NNJ

Local Union 25
Sheet Metal Workers

By: _____
President

By: _____
President/Business Manager
Joseph Demark, Jr.

REQUIRED TOOLS PER ARTICLE IX, SECTION 1 OF THE SFUA

- RIVETING HAMMER (16 OR 18 OUNCE HEAD)
- STEEL TAPE MEASURE (16 OR 25 FT.)
- SCREW DRIVER (10 IN. OR LARGER)
- VISE GRIPS (10CR OR 10R)
- AVIATION SNIPS (1 PR. LEFT HAND & 1 PR. RIGHT HAND)
- AWL
- TOOL POUCH & BELT (LARGE WITH POCKET TO HOLD SCREWS)
- TOOL BOX OR BUCKET
- DRIFT PIN APPROX. 9" LONG
- BENDING TONGS
- SOCKET WRENCH W/9/16" DEEP SOCKET
- HACK SAW FRAME
- PLUMB BOB
- ADJUSTABLE WRENCH (12 IN.)
- WOOD FOLDING RULE (8 FT.)
- ADJUSTABLE SQUARE (12 IN. OR 16 IN.)
- PLIERS (WITH WIRE CUTTERS)
- LEVEL (TORPEDO TYPE WITH MAGNET)
- DIVIDERS
- BULL DOG SNIPS
- OPEN END WRENCH SET (1/8 IN. TO 1 IN.)
- STEEL CHISEL
- KNIFE (POCKET OR RAZOR)
- CHALK LINE

HOLIDAYS OF LOCAL No. 25 NEW JERSEY

- NEW YEAR'S DAY
- PRESIDENTS DAY
- GOOD FRIDAY
- MEMORIAL DAY
- INDEPENDENCE DAY
- LABOR DAY
- PRESIDENTIAL ELECTION
- VETERANS DAY
- THANKSGIVING DAY
- CHRISTMAS DAY