

AGREEMENT

between

**SHEET METAL WORKERS'
INTERNATIONAL ASSOCIATION
LOCAL UNION NO. 33**

and the

**SOUTHERN WEST VIRGINIA
SHEET METAL AND ROOFING
CONTRACTORS' ASSOCIATION
CHARLESTON, DISTRICT**

JUNE 1, 2005 TO MAY 31, 2009

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STANDARD FORM OF UNION AGREEMENT

Sheet Metal, Roofing, Ventilating and Air Conditioning Contracting Divisions of the Construction Industry.

This Agreement entered into this 1st day of June, 2005, by and between Southern West Virginia Sheet Metal and Roofing Contractors Association and each business establishment individually, whether represented by a contractor association or not, hereinafter referred to as the Employer, and Local Union No 33 of Sheet Metal Workers' International Association, hereinafter referred to as the Union for the Charleston District with jurisdiction over the counties listed in the attached Addendums.

ARTICLE I Scope of Work

Section 1: This Agreement covers the rates of pay and conditions or 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 non-ferrous metal work and all other materials used in lieu thereof and all HVAC systems, air-veyor systems, exhaust systems, and air handling systems regardless of material used, including the setting of all equipment and all reinforcements in collection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all air handling equipment and duct work; (d) the preparation of all shop and field sketches used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches; and (e) all other work included in the jurisdictional claims of the Sheet Metal Workers' International Association.

Section 2: With the rise of non-union competition and infringements by other craft unions, sheet metal workers' and signatory contractors in recent years have suffered significant declines in the share of the market of work within the jurisdiction of the Sheet Metal Workers' International Association. It is the intent of all parties of this Agreement to take strong measures to reverse these trends and provide for the long term health of the union employing industry, by making it mandatory that the signatory contractor exhaust all efforts for the purchase of all distribution of air products, specifically but not limited to, VAV boxes, fan (powered or not), make up of air units, fans, air distribution devices, grilles, and diffusers, and assign them completely to the sheet metal workers employed by him.

Section 3: The Employer also agrees to furnish, within ten (10) days of request by the Union, completed forms as required by State and/or Federal Department of Labor for purposes of prevailing wage surveys by county. Occasional or out-of-town contractors

shall complete and submit to the Union, said forms immediately upon start of a job within the bounds of Local No. 33.

ARTICLE II Sub-Contracting

Section 1: No Employer shall subcontract or assign any of the work described herein which is to be performed at a job site to any contractor, subcontractor, or other 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 the provisions of this Agreement.

ARTICLE III Work to be Performed

Section 1: The Employer agrees that none but journeymen and apprentice 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 Furnishing Manpower

Section 1: The Union agrees to furnish upon request by the Employer duly qualified journeymen and apprentice 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

Membership

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 reason other than the failure of the employee to tender the periodic dues and intimation fee uniformly required as a condition of acquiring or retaining membership.

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

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

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

ARTICLE VI

Work Day

***See Addendum I, Section 1**

Section 1: The regular working day shall consist of eight (8) hours labor in the shop or on the job between eight (8) hours labor in the shop or on the job between eight (8) a.m. and five (5) p.m., 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 of

regular working hours and performed during the regular work week, shall be at one and one half (1 1/2) times the regular rate. (See Addendum I).

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, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day, or days locally observed as such, and Saturday and Sunday shall be recognized as holidays. All work performed on holidays shall be paid as follows: (See Addendum I, Section 2).

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 Local Union in advance of scheduling such work. Preference on overtime and holiday work shall be given to men on the job on a rotation basis so as to equalize such work as nearly as possible.

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

ARTICLE VII

Travel

Section 1: When employed in a shop or on a job within the limits of sixty (60) miles, employees shall be governed by the regular working hours specified herein and shall provide for themselves the 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 alternative method is used, it will be provided as in a written Addendum attached hereto. (See Addendum J).

ARTICLE VIII

Section 1: The minimum rate of wages for journeymen and apprentice 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 per hour, (see attached wage sheets), except as 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 journeyman, 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 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 job site Union shall be paid to the employees employed on such work in the home shop or sent to the job site.

Section 3: The provisions of Section 2 of this Article, Section 2 of Article 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 attenuates
10. Chutes
11. Double-wall panel pleonasm
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 for high-pressure systems.

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

Section 6: When the Employer has any work specified in Article I of this Agreement to be performed outside of the area covered by this Agreement and within the area covered by another Agreement with a Union affiliated with the Sheet Metal Workers' International Association, and qualified sheet metal workers are able in such areas, he may send no more than two (2) sheet metal workers per job, regardless of job number, working areas, or branches of the trade, 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 to be 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, when 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 & Welfare Trust Fund to transmit health and welfare contributions made on behalf of the employee to the Health and Welfare Fund in the employee's home local union.

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 by voucher check in the shop or on the job at or before quitting time on pay day of each week, and no more than two (2) days' pay will be withheld. However, employees when discharged shall be paid in full.

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

Section 11: Each Employer covered by this Agreement shall employ at least one (1) journeyman sheet metal worker who is not a member of the firm on all work specified in Article I of this Agreement. However, it will be permissible for an owner-member to be the journeyman sheet metal worker.

Section 12(a): Contributions provided for in Section 12(b) of this Article will be used to promote programs of industry education, training, negotiation and administration of collective bargaining agreements, research and promotion, such programs serving to expand the market for the services of the sheet metal industry, improve the technical and business skills of employer, 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.

12(b): The Employer shall pay the Sheet Metal and Air Conditioning Contractors' National Industry Fund of the United States (IFUS), five (\$.05) cents per hour for each hour worked on and after the effective date of this Agreement by each employee of the employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted to IFUS, 4201 Lafayette Center Drive, Chantilly, Virginia 22021-1209, or for the purpose of transmittal, through _____ (Name of local remitting organization).

12(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 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.

12(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 (10) day's notice to the other party, submit the issue to final and binding arbitration. The Arbitrator shall be selected by the Co-Chairman 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.

13(b): The Employer shall pay to the (name and address of local industry fund) _____ (hereinafter referred to as the local industry fund), _____ () cents per hour for each hour worked on or after the effective date of this Agreement by each employee of the employer covered by this Agreement. Payment shall be made monthly on or before the 20th day of the succeeding month.

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

13(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 LX 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: Effective as of the date of this Agreement the employers will contribute to the International Training Institute (ITI) for the Sheet Metal and Air Conditioning Industry twelve cents (\$0.12) per hour for each hour worked by each employee of the employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the Fund, or for purposes of collection and transmittal through _____ (name of local transmittal office).

Effective as of the date of this Agreement the employers will contribute to the National Energy Management Institute Committee, (NEMIC), a jointly administered trust fund,

three cents (\$.03) per hour for each hour worked by each employee of the employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the (NEMIC) Fund, or for purposes of collection and transmittal through _____ (name of local transmittal office).

Effective as of the date of this Agreement the employers will contribute to the Sheet Metal Occupational Health Institute Trust, (SMOHIT), two cents (\$.02) per hour for each hour worked by each employee of the employer covered by this Agreement until the Institute Trustees determine that the Trust is financially self sufficient. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the (SMOHIT) Trust, or for purposes of collection and transmittal through _____ (name of local transmittal office)

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

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

ARTICLE IX

Hand Tools

Section 1: Journeymen and apprentice sheet metal workers' covered by this Agreement shall provide for themselves all necessary hand tools.

Section 2: Journeymen and apprentice sheet metal workers covered by this Agreement shall not be permitted or required as a condition of employment to furnish the use of automobile or other conveyance to transport men, tools, equipment or material 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

Grievance Procedure

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.

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

Section 2: Grievances not settled as provided in Section 1 of this Article may be appealed by either party to the Local Joint Adjustment Board 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 an equal number of representatives of the Union and of the Local Employers' Association and both sides shall cast an equal number of votes at each meeting. The local Employers' Association, on its own initiative, may submit grievances for determination by the Board as provided in this Section. Except in the case of a deadlock, a decision of 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.*^[1] 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.

^[1]* All correspondence to the National Joint Adjustment Board shall be sent to the following address: National Joint Adjustment Board, P O Box 220956, Chantilly, Virginia 22022-0956, or Lafayette Center Drive, Chantilly, Virginia 22021-1209.

Notwithstanding the provisions of Paragraph 1 of this Section, an Employer who was not a party to the labor agreement of the area in which the work in dispute is performed may appeal the decision of the Local Joint Adjustment Board, from that area, including a unanimous decision, and request a Panel hearing as set forth in Section 3 of this Article, providing such appeal is approved by the Co-Chairman of the National Joint Adjustment Board.

Section 4: Grievances not settled as provided in Section 3 of this Article may be appealed jointly 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 compensations.

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.

Section 7: Failure to exercise the right to 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 preceding sections of this Article, any controversy or dispute arising out of the failure of the parties to negotiate a renewal of this Agreement shall be settled as hereinafter provided:

(a) Should the negotiations for a renewal of this Agreement or negotiations regarding a wage/fringe reopener become deadlocked in the opinion of the union representative(s) or of the employer(s) representative, 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 committees 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-Chairman 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, telegram 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: 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 the rights, privileges, and immunities afforded to arbitrators under applicable law.

ARTICLE XI

Apprentices

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, and working conditions of duly qualified apprentices and the operation of an adequate apprentice system to meet the needs and requirements of the trade. Said rules and regulations when formulated and adopted by the parties hereto, shall be recognized as a 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 give every opportunity to secure proper technical and practical education and experience in the trade, under the supervision of the Joint Apprenticeship and Training Committee.

Section 3: It is the understanding of the parties to this Agreement that the funds contributed by signatory Employers to the National Training Fund and any Local Joint Apprenticeship and Training Fund (Local JATC) will not be used to train apprentices or journeymen who will be employed by Employers in the Sheet Metal Industry not signatory to a collective bargaining agreement providing for contributions to the National Training Fund and a Local 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 cost of training shall include the reasonable value of all National Training Fund and Local JATC materials, facilities and personnel utilized in training. If a Local JATC does

not implement the Scholarship Loan Agreement, the Local JATC shall be prohibited from utilizing National Training Fund 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 two (2) 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 applicant for apprenticeship and/or each apprentice shall serve an apprenticeship of up to five (5) years and such apprentices shall not be in charge of work on any job and shall work under the supervision of a journeyman until apprenticeship terms have been completed and they have qualified as journeymen.

Section 6: See Addendum K - Apprentice Wages.

Section 7: 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.

ARTICLE XII

Signature Page

Section 1: This Agreement and Addenda, Numbers A through R, and the applicable wage sheet attached hereto shall become effective on the 1st day of June, 2005, and remain in full force and effect until the 31st day of May, 2009, 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 thereof. 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 the Agreement or during the term of any extension, modification or amendment to this Agreement.

Section 5: By execution of the Agreement the Employer authorizes Southern West Virginia Sheet Metal and Roofing Contractors' Association, to act as its collective bargaining representative for all matters relating to this agreement. The parties agree that the Employer will hereafter be a member of the multi-employer bargaining unit represented by said Association unless this authorization is withdrawn by written notice to the Association and the Union at least one hundred and fifty (150) days prior to the then current expiration date of the Agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures and seal this _____ day of _____, 20_____.

Name of Association or Contractor

By: _____
Signature of Representative

**LOCAL UNION NO. 33 of
SHEET METAL WORKERS'
INTERNATIONAL ASSOCIATION**

By: _____
Signature of Representative

Addendums to the Local No. 33 Bargaining Agreement by and between the Southern West Virginia Sheet Metal and Roofing Contractors' Association and Sheet Metal Workers' Local Union No. 33 - Charleston District with jurisdiction over the following counties: Boone, Clay, Fayette, Greenbrier, Kanawha Mason, McDowell, Mercer, Monroe, Nicholas, Putnam, Raleigh, Summers, Webster, and Wyoming.

**ADDENDUM A
Business Manager**

Section 1: The Business Manager, or his duly designated representative, shall be permitted to visit any shop or job site where employees covered by the Agreement are employed.

Section 2: The Business Manager, or his Representative of Local No. 33 shall appoint Stewards for each shop or job who shall be the next to the last man laid off in the event of lay-off. Such Steward shall not be discriminated against by the Employer for performing the duties of a Steward and shall not be discharged unless prior notification is given to the Business Representative of Local No. 33. In the event of such discharge the matter shall be submitted to the grievance committee within forty-eight (48) hours of such notification. Until such time as final decision is made on the merits of the discharge, the Steward shall remain on the job.

ADDENDUM B Payroll Records

All journeymen and apprentices of Local Union No. 33 shall be paid by voucher checks or by electronic deposit. This voucher must show the method of the computation of the employee's pay; including hours of work, rate of pay, and all deductions. In the event of an alleged pay shortage, the employee must make his voucher available to his Business Manager or Business Representative and the Employer must make his payroll and time records available to the designated representative or an assigned C.P.A. If, after joint investigation by these parties, it is determined that a contract violation exist, it will be handled under Article X, Standard Form of Union Agreement, Grievance Procedure.

ADDENDUM C Hiring Procedure

It is mutually agreed among the parties hereto that the following conditions shall govern all referrals of applicants for all positions within the scope of the Agreement between the parties dated June 1, 2005, and shall supersede any contract provisions which may be contained in said Agreement.

Section 1: Any Employer in need of additional employees shall call the Union Office or submit his request in writing.

Section 2: The Union agrees to furnish to the Employer or Employers parties hereto journeymen sheet metal workers, in sufficient number as may be necessary to properly execute the work contracted for by the Employer or Employers in the manner and under the conditions specified in this Section.

Section 3: The Union agrees to select and refer all applicants for employment without discrimination against such applicants by reason or, or in any way affected by, Union membership, bylaw regulation, constitutional provisions, or any other aspects of obligation of Union membership, policies or requirements. Further, there shall be no discrimination because of race, color, creed, national origin, age or sex.

Section 4: The Employers shall have the right of freedom of selection from all applicants. The Employers shall have the right to reject any applicant for employment.

Section 5: In order for the applicant to gain access to the various industries within the jurisdiction of Charleston District - Local Union No. 33 and substantiate that he has been referred to a particular Employer, he shall report to the Union office and receive his referral in quadruplicate. Said referral shall contain the name of the Employer of whom he is referred, his name, address, telephone number, social security number, etc. He will also receive an authorization for working dues deduction.

Section 6: If, within a period of forty-eight (48) hours the Employer cannot obtain employees under the hiring procedure as set forth in this Section, he shall be permitted to hire from any other source whatsoever, and such employees shall apply for membership in the Union, as set forth in Article V of the Standard Form of Union Agreement.

Section 7: The Employer shall have the right to recall a former employee provided a period of no more than ninety (90) days has expired. "A journeyman may solicit his own job, providing when he secures such a job, he obtains a referral slip from the Union Hall".

Section 8: Both the Union and the Employer agree to post a copy of the referral procedure set forth in this Section in places where notices to employees and applicants for employment are customarily posted.

ADDENDUM D Supply of Labor

Section 1: On any field job employing more than four (4) men, the fifth (5th) man, if possible, should be over fifty (50) years of age.

Section 2: The Employer shall furnish an employee with a termination notice at the time an employee is relieved from work for whatever reason. The Employer shall designate on the termination notice the reason that the employee is being relieved. A copy of such termination notice shall be furnished to the Union within three (3) days of the termination. The Union agrees to furnish the employers with the termination notices.

ADDENDUM E Computerized Equipment

Operation of all computerized equipment used to perform all work as described in Article I, Section 1 of the Standard Form of Union agreement shall be performed only by journeymen and apprentice sheet metal workers'.

ADDENDUM F
Workmen's Compensation Fund

Section 1: Each Employer agrees to participate in and provide coverage under the Workmen's Compensation Fund of West Virginia and shall show proof of such participation upon demand of the Business Manager or his duly designated representative of Charleston District - Local Union No. 33.

Section 2(a): The Employer shall carry Worker's Compensation Insurance irrespective of the number of employees he may have for the protection of the men employed by him. "All Employers who have not conducted business with the local sheet metal unions within the past two (2) years must furnish the Charleston District - Local Union No. 33 written evidence of participation in the West Virginia Workers' Compensation Fund".

(b): The Employer shall pay Unemployment Insurance, Social Security, etc., as required by the laws of the State of West Virginia and the Federal Government.

Section 3: Job Assignment Sheets - for the purpose of proving jurisdiction, the Employer agrees to provide the Union with written evidence of jurisdictional assignments on the employer's letterhead upon request.

ADDENDUM G
Bonding and Benefit Language

Section 1: General:

(1) The fringe benefit provisions contained in the following paragraphs of this Agreement shall apply to all Employer members of the Association as hereinbefore mentioned, all Employers who become signatory or bound by this Agreement, and all other Employers or Employers groups who become a party to an Agreement relating to the fringe benefit programs described herein.

(2) All Employers referred to in paragraph 1 of this Article (all of which Employers are hereinafter referred to as "Participating Employers") who are party to and bound by this Agreement acknowledge, accept and agree to be bound by this Agreement and Declaration of Trusts, as hereinbefore and/or hereafter amended, establishing the:

- | | |
|---|--------------|
| (a) Health and Welfare | hours worked |
| (b) National Pension Fund | hours worked |
| (c) Annuity Fund | hours worked |
| (d) National Training Fund | hours worked |
| (e) SASMI - 3% of gross
(base rate/Health & Welfare, National Pension) | |
| (f) NEMI | hours worked |
| (g) Local Apprentice Fund | hours worked |
| (h) Working Dues Assessment | hours worked |

- | | |
|--|--------------|
| (i) SMOHIT | hours worked |
| (j) SMWISF | hours worked |
| (k) Construction Advancement Program (CAP) | hours worked |

All Participating Employers acknowledge, accept and agree to be bound by the Plan and Plan documents of each of said employee benefit Plans. The Participating Employers acknowledge and agree that copies of the Trust Agreements, Plans and Plan documents have been made available to them at the Health and Welfare Office for their review and inspection prior to the execution of this Agreement and shall be available to them during the term of this Agreement.

(3) All Participating Employers who are party to and bound by this Agreement shall be bound by the terms, provisions and conditions of all Rules, Regulations and Amendments thereto promulgated by the Trustees of the aforesaid employee benefit plans in accordance with the aforesaid Trust Agreement, whether currently existing or promulgated during the terms of this Agreement.

(4) All Participating Employers who are party to and bound by this Agreement hereby accept the designations of the Employer Trustees of all said employee benefit plans and any successor Trustees appointed by the Association in accordance with the provisions of the Trust Agreement.

Section 2: Contributions:

(1) The Participating Employers shall contribute to each and every employee benefit plan (or to the successor of any of said plans) for all employees of each such Participating Employer who are members of the collective bargaining unit represented by the Union (whether or not the employees are members of the Union) as follows:

(a) **HEALTH & WELFARE:** Four dollars and ninety-six cents (\$4.96) for each hour which an employee works. This includes other hours for which payment is required by the collective bargaining agreement.

(b) **NATIONAL PENSION FUND:** Five dollars and ninety-six cents (\$5.96) for each hour which an employee receives pay. This includes vacation time, overtime hours, and other hours for which payment is required by the collective bargaining agreement.

(c) **ANNUITY FUND:** The Employer agrees in addition to wages contained in this Agreement, to contribute one dollar (\$1.00) per hour for each hour worked to all employees covered by this Agreement, and fifty (50%) percent of applicable amount to apprentice's subject to change. In the event that an employee chooses to increase his/her contribution into the Annuity Fund, they may do so as long as the additional increase does not exceed three dollars (\$3.00) per hour. Additional increases must be in one dollar (\$1.00) increments. The Employer agrees to withhold and forward any additional increase, as designated by the employee, to the fund.

(d) INTERNATIONAL TRAINING INSTITUTE: Twelve cents (\$0.12) for hours worked by each employee of the Employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the Fund, or for purposes of collection and transmitted through Local Union No. 33 Benefits Office.

(e) SASMI: Three percent (3%) of the gross earnings of its Building and Construction journeymen, apprentice, industrial, residential and specialty employees to the Stabilization Agreement of Sheet Metal Industry Trust Funds, hereinafter referred to as SASMI, established and administered jointly by the Sheet Metal Workers' International Association and the Sheet Metal Contractors with an equal number of Union and Employer Trustees to provide benefits pursuant to a qualified plan (copy of which is attached hereto) during periods of unemployment. The Employer agrees to forward these Funds to the Sheet Metal Workers' National Benefit Funds.

(f) N.E.M.I. Three cents (\$0.03) for each hour worked by each employee of the Employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the Fund, or for the purposes of collection and transmittal through _____ (name of local transmittal office).

(g) LOCAL APPRENTICE FUND: thirty cents (\$0.30) per hour for each hour for which an employee works.

(h) WORKING DUES ASSESSMENT: The Employer agrees to deduct one dollar and ten cents (\$1.10) per hour for each hour worked by every employee for Local Union No. 33 working dues assessment. Subject to change.

(i) SMOHIT: Two cents (\$0.02) per hour for each hour worked by each employee of the Employer covered by this Agreement until the Institute Trustees determine that the Trust is financially self sufficient.

(j) SCHOLARSHIP FUND: One cent (\$0.01) per hour for each hour for which an employee receives pay.

(k) Construction Advancement Program (CAP): Ten cents (\$.10) for each hour worked by each employee of the Employer working in the CHARLESTON DISTRICT.

(2) The parties agree to be bound by the separate Agreements and Declarations of Trusts establishing the National Training Fund for the Sheet Metal and Air Conditioning Industry, the National Energy Management Institute Committee, the Sheet Metal Occupational Health Instate Trusts, and the Industry Fund of the United States and the separate agreements and declarations of trusts of all other local or national programs to which it has been agreed that contributions will be made. In addition, the parties agree to be bound by any amendments to said trust agreements as may be made from time to time

and hereby designate as their representatives on the Board of Trustees such trustees as are named together with any successors who may be appointed pursuant to said agreements.

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

Section 3: Reporting Forms:

(1) All participating Employers shall report to the Administrator(s) of the aforesaid employee benefit plans, or such other duly appointed depository, for all hours paid (or otherwise contributed for) by all employees participating in the employee benefit plans on forms provided by the Trustees of the Plans. It shall be the obligation of the Employers to have and use the official reporting forms. If an Employer maintains his payroll records and information on computer or other electronic equipment and desires to use and submit the required information in the form printed out by the computer or other electronic equipment and desires to use and submit the required information in the form printed out by the computer or other electronic equipment, the Employer may use and submit such forms, subject to rejection by the administrators, along with the official reporting forms.

(2) All reports shall be for the full calendar month last preceding. However, an Employer may use other reporting periods subject to rejection by the Administrator.

Section 4: Time of Payment of Contributions: (1) All Participating Employers shall remit all fringe benefit amounts due and owing on or before the Fringe Benefit Payment Date, which is hereby established as the 20th day of each calendar month (or the first business day thereafter if the 20th day of the month is not a business day), for all hours in the prior calendar month. If the Participating Employer remits his payment by mail and the envelope is posted with a postage stamp, if the stamp is canceled by the U S Postal Service on or before the 20th day of the month (or the first business day thereafter if the 20th day of the month is not a business day), it shall be deemed to have been paid timely, regardless of the date of the actual receipt. If the Participating Employer remits his payments by mail and his envelope is posted with an office postage meter, the payment must be received by the 20th day of the month (or the first business day thereafter if the 20th day of the month is not a business day) to be deemed paid timely. If the Participating Employer causes the fringe benefit payments on be delivered to the Union Office or postmarked on or before the 20th day of the month (or the first business day thereafter if the 20th day of the month is not a business day), it shall be deemed paid timely.

(2) An Employer who is delinquent in the timely remittance of fringe benefit payments more than once per calendar year or more than thirty (30) days late at any time shall make future payments and deductions on a weekly basis within seven (7) days following the close of the work week for a period of one (1) year.

(3) If a Participating Employer has not remitted the total fringe benefit and payroll deductions due and owing to any Plan or Fund collected by the Sheet Metal Workers' International Association, Charleston District - Local Union No. 33 and filed the official

reporting forms by the Fringe Benefit Payment date as aforesaid, the said Employer shall be liable to the Trustees of each employee benefit plan as to which the said Employer is in default for liquidated damages in such amount as shall be established by the Trustees of each Plan by a promulgation of Rules and Regulations, in accordance with the Trust Agreements. The Trustees shall notify all Participating Employers of all promulgations of Rules and Regulations establishing and revising the liquidated damage of charges and any terms, conditions and provisions thereof in advance of the enforcements thereof; but by acceptance and participation in this Agreement, all Participating Employers shall be bound by such promulgations on and after their effective dates.

(4) If a Participating Employer is in violation of the provisions of Section (d) hereof, in addition to the provisions thereof, the Participating Employer shall be liable to the Trustees of each said employee benefit plan as to which said Employer is delinquent or in default, for reasonable attorneys' fee in any court of law, arbitration proceedings and/or federal or state administrative agency and cost actually expended by the Trustees to enforce the said Employer's compliance with the provisions of this Agreement. Unless such Trustees, Unions or Associations have acted to the contrary, the liquidated damages shall be considered ten percent (10%) of all monies owed which must be collected by Charleston District - Local Union No. 33 and/or National/Local Pension Plan or any successor depository collection agent. All such liquidated damages and delinquent contributions which remain unpaid shall also accrue interest at an interest rate of twelve percent (12%) per annum until such time as they are paid.

(5) The contributions for the above plans shall be paid to the Charleston District - Local Union No. 33 at the Sheet Metal Workers' Benefit Funds, 3666 Carnegie Avenue, Cleveland, OH 44115-2714. Contributions for the Pension Fund or any other Sheet Metal Workers' National Benefit Fund should be paid to Sheet Metal Workers' National Benefit Funds, P. O. Box 79321, Baltimore, MD 21279-0321.

Section 5: Employers Delinquency Control:

(1) The Trustees of the several employee benefit plans may establish Payroll Audit Program, which shall be binding upon the parties. The Trustees shall also have the right to determine who shall bear the cost of the audit, provided however that if the audit fails to disclose any current or past deficiencies, the Fund shall pay the cost of the audit. The Trustees shall notify the Participating Employer, in writing, of their desire to audit, and allow sufficient notice for the Participating Employer to make available in his premises those payroll records and other records, reports and data reasonably necessary to conduct the audit in accordance with generally accepted auditing standards. The Trustees and their agents and employees shall conduct the audits at such time and place and manner as to minimize the inconvenience to the Participating Employer; and they shall preserve the confidentiality of all information obtained.

(2) All Employers shall furnish evidence of bonding by an insurance company in the amount of eight thousand dollars (\$8,000.00) at the office of the Sheet Metal Workers' International Association Charleston District - Local Union No. 33 to assure prompt payment by the employees to said fringe funds: Health and Welfare, Pension and other

funds as required by this Agreement. Such bonds shall be issued exclusively for the purpose of securing payment of said fringe benefits. Those Employers employing three (3) to five (5) men shall be required to furnish a ten thousand dollar (\$10,000.00) bond. Those Employers employing six (6) to ten (10) men shall be required to furnish a twelve thousand dollar (\$12,000.00) bond. Those Employers employing eleven (11) to fourteen (14) men shall be required to furnish a fourteen thousand dollar (\$14,000.00) bond. Those Employers employing fifteen men shall be required to furnish a sixteen thousand dollar (\$16,000.00) bond, and shall also be required to furnish an additional eight thousand (\$8,000.00) dollar bond for each additional five (5) men in excess of fifteen (15) men, provided however, that those Employers who have employed members of the Union during the preceding twenty-four (24) month period and who have made all of the payments aforementioned without default, are hereby exempt from furnishing a bond, until such time as they become in default. Upon becoming in default, an Employer will be required to furnish a bond which will be released at the expiration of the first twenty-four (24) month period during which there has been no default. Any Employer who has provided written notification to Charleston District - Local Union No. 33 that he has ceased employment within the jurisdiction of this Agreement shall be entitled to a release of the bond ninety (90) days after the payment of the aforementioned payments.

(3) In the event of a violation of this Section by an Employer, the Union shall withdraw its men from said Employer until such time as said Employer complies with the requirements of this Section. The Union shall also have the right to picket over his violation.

(4) Failure to make payments to the Sheet Metal Workers' International Association National Fund or Local Fund as prescribed in this Agreement shall be just cause for the Union to remove its journeymen and apprentices from the job, or jobs, of any such delinquent contractors.

(5) The grievances and arbitration provisions provided in this Agreement shall not limit Charleston District - Local Union No. 33's ability to take economic action against a delinquent employer, including, but not limited to, picketing, withholding men and leaf-letting.

Section 6: Additional Provisions:

(1) In the event that any employee benefit plan provided for in this Agreement paid for by Participating Employer Contributions is reduced or eliminated because of Governmental action, the net savings, if any, to said Employer attributable to said governmental action shall be paid to the employee and/or Employer (in reverse order) as wages computed as an increase in the hourly rate of pay. The increase, if any, shall be effective as of the first day the governmental action is effective. Net savings is hereby defined to be the difference between the cost of the participating Employer's contribution to the funds, and the total cost to the Employer of the Governmental Program which caused the reduction in or elimination of the program. The Employer agrees that in the event the cost of benefits provided by the National Pension Fund shall be increased as a result of passage of Federal or State legislation mandating changes in funding and/or vesting requirements,

it will increase its contributions in an amount sufficient, in the judgment of an actuary selected by the Trustees of the Pension Fund, to maintain at the current level and on a sound actuarial basis all benefits then being provided for present and prospective covered employees, said increase in contribution to commence on the first (1st) day of the month following the effective date of the aforementioned legislation. Any increase shall be deducted from the total wage package.

(2) If the federal government institutes wage controls in any form and any portion of this Collective Bargaining Agreement is deferred or cut back, the parties shall meet promptly; and, if the action of the federal government which caused the deferral or cutback makes it legally permissible to do so, the parties shall attempt to reallocate the monetary equivalent of the deferred or cutback wages or benefits in a manner that complies legally with the action of the federal government.

(3) If it is not legally permissible to reallocate the deferred or cutback portion, the Employer shall commence paying the wage and/or benefit rate that was deferred or cutback when and if it becomes legally permissible to do so.

(4) It is acknowledged and agreed by the parties that upon the making of all contributions required of them by this Agreement, Participating Employers shall have no other or future obligation or responsibility to pay for, provide or otherwise fund any fringe benefits; it being the acknowledged intention of all parties that benefits from all employee benefit plans shall be limited to those which can be financed from the respective Trust Funds. The Participating Employers shall not be liable or responsible for the failure of the Trustees to secure, pay or provide the benefits contemplated in the employee benefit plans for any participant or beneficiary. The obligation of the Participating Employers shall be and is hereby expressly limited to the payment of contributions to the Trust Funds and no more, unless otherwise provided by law. If at any time any of the employee fringe benefit Trust Fund shall not be sufficient to pay out and provide all of the benefits provided for in the employee benefit plans, the Trustees shall take such action as may be necessary and desirable in connection with the reduction of the then existing benefits in order that the cost of the benefits shall not be greater than that which can be paid from the Trust Fund. Without limiting the generality of the foregoing, it is expressly acknowledged and agreed that the Participating Employer shall have no responsibility or obligation to increase its contributions to the Trust Fund beyond that otherwise expressly provided for herein. It is expressly acknowledged, understood and agreed that the Participating Employer does not guarantee any benefits to any participant or beneficiary; the obligation and responsibility of the Participating Employer being expressly limited to its obligation to make agreed contributions into the Trust Fund.

(5) In the event that the parties hereto desire to alter the allocation of funds from the overall economic wage package negotiated by the parties and reflected in this Agreement, to increase or decrease the amount of money being contributed to any and/or all of the existing employee benefit plans or deductions they may do so upon the express conditions precedent that:

(a) The Trustees of any plan affected acknowledge and agree in writing.

(b) The Union shall have the right to make changes for Health and Welfare and Pension contributions and any such change amends this Agreement and becomes effective upon the date requested by the Union, provided the Employer is given a sixty (60) day notice of such change.

(6) If the Sheet Metal Workers' International Association, National Pension, or other Funds fall below predetermined safe financial level of operation, then the contribution rate shall be increased by the amount determined to be needed by the Trustees, or benefits would be reduced to protect the safe financial level. Any increase shall be deducted from the total wage package.

ADDENDUM H

Wage Rates and Deductions

Section 1: See attached wage sheet.

Section 2: Any and all swinging scaffold work shall be paid at the rate of twenty-five cents (\$.25) above the regular rate of pay. This does not include Safeway Scaffold if built from the ground floor, regardless of height.

Section 3: Foreman:

Foreman, when designated as such, shall receive a rate of one dollar and thirty-five cents (\$1.35) per hour higher than journeyman rate specified in attached wage sheet. General Foremen, when designated as such, shall receive a rate of two dollars and twenty-five cents (\$2.25) per hour higher than the journeyman rate specified in attached wage sheet.

On each job performed away from the shop, where three (3) to seven (7) men are employed, one (1) shall be designated as Foreman and receive one dollar and thirty-five cents (\$1.35) per hour above the hourly rate for journeyman sheet metal workers.

General Foreman: On jobs performed away from the shop where eight (8) to sixteen (16) men are employed, there shall be one (1) General Foreman that receives two dollars and twenty-five cents (\$2.25) per hour over journeyman's rate and one (1) foreman at one dollar and thirty-five cents (\$1.35) per hour over journeyman's rate on the job.

All such employees shall be members of the Sheet Metal Workers' International Association and no employee shall be required to work under the direction of members of any Union not affiliated with the Sheet Metal Workers' International Association.

ADDENDUM I

Overtime Pay

Section 1: The regular working day shall consist of eight (8) hours of labor between seven-thirty (7:30) a.m. and four (4:00) p.m. and labor between eight (8:00) a.m. and four-thirty (4:30) p.m. All full-time and 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 in the 9th and 10th hour and the first ten (10) hours on Saturday shall be paid at one and one-half (1 1/2) times the regular hourly rate. All other overtime shall be at the double time rate.

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, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day, or days locally observed as such, and Sundays shall be recognized as holidays. All work performed on holidays shall be paid as follows: Two (2) times the base rate.

Holidays: It is agreed that all holidays in this Agreement which fall on a Sunday will be celebrated the following Monday and if a holiday falls on a Saturday, it will be celebrated the Friday preceding the holiday.

Section 3: It is agreed that all work performed outside of regular working hours during the regular work week, Saturdays and on holidays shall be performed only upon notification by the Employer to Local Union as soon as possible. Preference to overtime and holiday work shall be given to men on the job on a total basis so as to equalize such work as nearly as possible.

Section 4: Shift Work:

(a) Shift work shall apply only on industrial and commercial work under conditions where the normal operation of the customer's business will not permit the work to be done during the regular working hours, as provided for in this Agreement.

(b) Shift work shall be compensated for on the basis of, second shift seven and one-half (7 1/2) hours work for eight (8) hours pay, plus twenty-five cents (\$0.25) per hour premium. Third shift, seven (7) hours work for eight (8) hours pay, plus fifty cents (\$0.50) per hour premium.

(c) All shift work shall only be permitted by mutual consent of both parties involved hereto and no man to work two shifts.

(d) The two man rule shall apply to the total number of men per job regardless of shifts.

(e) Reporting of Shift Work: No shift work shall be worked unless reported to the local Union office "as soon as possible."

Section 5: 4-10's: A regular four/10 hour day work day schedule may be scheduled with prior approval of the Employer, employees and business representatives on a per job basis and should be scheduled for any four (4) consecutive days, Monday through Friday.

ADDENDUM J Travel Time

Section 1: Employees driving or riding in the Employer's conveyances before starting time and after quitting time shall be compensated as follows:

- (a) Employees shall be considered working.
- (b) Rate for driving shall be ten dollars and five cents (\$10.05) per hour, one and one half (1 1/2) times six dollars and seventy cents (\$6.70) per hour).

This rate is for driving/riding time outside of the regular eight (8) hours day, Monday through Friday, or for such time spent driving on Saturday, Sunday and Holidays.

(c) The travel time shall be determined by actual driving time from shop to job and return, and this travel time shall be calculated on a round trip basis.

Section 2: On any job outside the sixty (60) mile radius, workers shall be reimbursed for all necessary living expenses based on AAA approved lodging. The center point of the system for determining the sixty (60) mile radius free area shall be the main post office of Charleston, WV. The Employer agrees to pay all related tolls.

Section 3: During regular working hours, an employee using his personal conveyance going from shop to job, job to job, or job to shop, shall be considered working and be paid at the rate established by the I.R.S., which is presently at forty and one-half cents (\$0.405) per mile.

ADDENDUM K Apprentice Wage Scale

The Employer shall contribute as of June 1, 2005, the Local Apprenticeship Fund, thirty cents (\$0.30) per hour to be forwarded to Sheet Metal Workers' Benefit Funds. Such funds shall be used for the purpose of training apprentices and journeymen and shall be under the control of the Joint Apprenticeship Committee. The graduated wage scale for apprentices shall be as follows:

As per present Agreement only:

First Year	45% + Health & Welfare / Supplement
Second Year	50% + all applicable fringes
Third Year	60% + all applicable fringes
Fourth Year	70% + all applicable fringes
Fifth Year	80% + all applicable fringes

APPRENTICE JOB SITE MANNING TABLE:

1 Journeyman	=	1 Apprentice
2 Journeymen	=	1 Apprentices
3 Journeymen	=	2 Apprentices
4 Journeymen	=	2 Apprentices
5 Journeymen	=	2 Apprentices
6 Journeymen	=	3 Apprentices
7 Journeymen	=	3 Apprentices
8 Journeymen	=	4 Apprentices
9 Journeymen	=	4 Apprentices
10 Journeymen	=	5 Apprentices

Maintaining a three (3) journeymen to one (1) apprentice ratio thereafter.

The Employer agrees to pay one hundred ninety eight dollars and forty cents (\$198.40) a week for up to three weeks per year, for the cost of the Health and Welfare program for all first year apprentices while the apprentices are attending classes mandated by the Joint Apprentice Training Committee.

ADDENDUM L
Work Rules

The following working rules shall be observed by both Employers and employees, and are to be considered part of the signed Union Agreement.

Section 1: Place of Business. The Employer shall maintain a permanent place of business, which is not in connection with, or part of, domestic establishment. Employers are required to have their shops clean, well lighted and heated, and the necessary sanitary facilities as required by law. Employers are also to provide all necessary safety devices on tools and machinery. In shops or jobs, the Employer is required to furnish a large tool box or necessary protection for the tools and equipment.

Break: There shall be no organized coffee breaks. Employees will be afforded coffee breaks at their place of work provided it does not disrupt job progress. It understood that said coffee breaks will not create a general work stoppage. If the work area environment is not suitable, special arrangements will be made to establish an area close by.

Clean up and tool storage. Employees shall be allowed ample time for storing tools and clean up before quitting time.

ADDENDUM M

Tools

Section 1: There shall be no restrictions on the full use of tools and equipment. Slowdowns, standby crews and/or featherbedding practices will not be tolerated. Violations of established safety and absenteeism policies will not be tolerated.

Section 2: No employee shall furnish or rent to the employer any tools, scaffolds, trucks or equipment other than specified in Article IX. Journeymen and apprentice sheet metal workers' covered by this Agreement shall provide for themselves the following necessary hand tools:

Tool Box	Screw Driver	Tongs
Straight Snips	Small Whitney Punch	6 foot Folding Rule
Crescent Wrench	Dividers	Dolly Bars
Center Punch	Tinner Hammer	Scratch Awl
Hack Saw	Vice Grips	Level
Pliers	10 foot Pull Tape	Chisels
Aviation Snips (left and right)	Combination square	Seamer

Tool Protection: It is agreed that the Employer will provide a safe place with a lock for the storage of employee's tools and equipment on any job lasting more than one work day. The Employer will be responsible for the loss of tools or equipment by fire or theft, that are stored in the locked storage space so provided, and hereby agree to replace such tools and equipment; however, the Employer will not be responsible for such loss if the fire or theft was due to the negligence of an employee.

It is further agreed that the Employer will provide a heated place for the men to eat lunch and change clothes between October 1 and April 1, on any job lasting more than five (5) days

Composite Crew: When working in a composite crew, the Employer will furnish tools for the Sheet Metal Worker.

Sanitary Facilities: The Employer agrees that all shops have toilets, proper lighting, and fresh drinking water. Ice or chilled water to be provided between April 1 and November 30 on all jobs.

Insulation: It is agreed that the Employer will rotate the installation of insulation each week and that insulation will be installed in properly ventilated areas.

All Protective and safety equipment is to be furnished by the contractor with the exception of hard toe shoes and prescription safety glasses.

Mandatory Safety Training: Active journeypersons and apprentices are required to maintain an up-to-date LEAD Drug card, OSHA safety card, and any other safety training, as mandated by any facility employing sheet metal workers.

This training will be at no cost to the employee and no wages will be paid.

ADDENDUM N

Reporting Pay and Journeymen Preference

Journeymen and apprentice sheet metal workers who report to work by direction of the Employer and are not placed at work, shall be entitled to two (2) hours' pay at the established rate. The Employer, however, shall be relieved of the reporting liability created by this Section provided:

(a) It can be established that the employee was notified prior to the start of his regular shift not to report.

(b) The work involved was to be performed by a new employee on whom the Employer records were not complete as to telephone number, address, etc., in which event notice of how work given to the Union Business Representative shall suffice to remove any liability for such reporting pay.

(c) This provision, however, shall not apply under conditions over which the Employer has no control.

It is further understood and agreed between the Employer and the union, in giving prior notice as required by the provisions of this Section, the Employer shall be entitled to rely upon the employee's last know address and telephone number as reflected by the Employer's records, and any failure to notify based upon either the inaccuracy or incompleteness of such information shall serve to excuse the Employer from any reporting pay liability.

Section 1: Local No. 33 Preference:

When it becomes necessary to man jobs with members from other localities, it shall be understood that in laying off men, members of Charleston District - Local Union No. 33,

who have residence in the counties of Boone, Clay, Fayette, Greenbrier, Kanawha, Mason, McDowell, Mercer, Monroe, Nicholas, Putnam, Raleigh, Summers, Webster and Wyoming, shall have preference for maintenance of their jobs and be the last to be laid off.

ADDENDUM O
Recognition and Scope

Each Employer, in response to the Union's claim that it represents an uncoerced majority of each Employer's employees, acknowledges and agrees that there is no good faith doubt that the Union has been authorized to and in fact does represent such majority of employees. Therefore, the union is hereby recognized as the sole and exclusive collective bargaining representative for the employees now or hereafter employed in the bargaining unit with respect to wages, hours of work and other terms and conditions of employment.

ADDENDUM P
Definition of Light Commercial Work
For Prime Bidding Only

Section 1: This work shall be included and performed under the Service Technicians and Residential Addendum, unless covered under special project agreement rates, or pre-determined building trades wage rates under the Davis Bacon Act, or work that is presently being performed under the Building Trades Agreement.

Section 2: This work shall be limited to new or existing construction of two (2) stories or less, (free standing buildings and strip stores), with a maximum of four (4) units, of no more than twelve and one half (12 1/2) tons A.C. per unit, or four hundred thousand (400,000) B.T.U. of heating per unit, or five thousand (5,000) C.F.M. of ventilation per unit, with duct work of twenty (20) gauge or lighter.

Section 3: The Employer agree that none but building trades journeymen, conditional journeymen, apprentices, residential journeymen, and trainees shall be employed on any work described in this Addendum, with one (1) building trades journeyman to supervise the above. Except as noted herein, provided however, that a building trades member may be voluntarily employed on such work.

ADDENDUM Q
Conditional Journeyman Program

Section 1: An Employer that chooses to hire a conditional journeyman, will send the request to the Union Hall for evaluation. The evaluation will establish the starting wage and length of time to serve. After this process, a referral will be written.

Section 2: If the Employer of conditional journeymen employment falls below the required manning table schedule, he must lay off the least senior conditional journeyman or he may, at his option, rotate the conditional journeymen with the least time remaining to elevation of his status to building trades journeymen sheet metal workers' having at least equal, but never less, work hours.

Section 3: A wage scale of forty-five percent (45%) of the basic taxable wage, plus all fringe benefits and contractors contributions will be the lowest entry level of people enrolled in the program. After one (1) year in the program, the conditional journeymen will be given an advance in wages and benefits equal to the Apprentice wages for their appropriate year.

Section 4: Every conditional journeyman enrolled in the program will attend and successfully complete all classes designed by the Joint Apprenticeship and Training Committee or comparable training approved by the Joint Apprenticeship and Training Committee. Failure to attend, make up, and complete classes will result in termination from the program.

Section 5: The Employer, at his discretion, can call for a meeting with the Joint Apprenticeship and Training Committee for the advancement of a conditional journeyman. The Employer will relate skill level improvements that have taken place and then a decision will be made by the Joint Apprenticeship and Training Committee and Employer.

Section 6: The names and addresses of the Employers and the conditional journeymen will be registered to the Joint Apprenticeship and Training Committee so that proper notification for classes and pay increases can be maintained.

Section 7: All other terms and conditions of the Agreement of Local Union No. 33 Charleston District are applicable to the contractor and the conditional journeyman.

Section 8: The Company employing a minimum of three (3) journeymen shall have the ability to hire one (1) conditional journeyman. The Employer will be entitled to hire two (2) conditional journeymen while employing ten (10) or more journeymen. The Employer may hire one (1) additional conditional journeyman while employing twenty (20) or more journeymen.

Section 9: Conditional journeymen rates do not apply on prevailing rate jobsites. No sheet metal journeyman or apprentice will lose their job as the result of hiring a conditional journeyman.

Section 10: In the event that a conditional journeyman is working on a project, shop or field and the Employer hires additional employees, the Employer retains the right to keep the conditional journeymen once a lay off becomes necessary on that project.

Section 11: Conditional Journeymen shall serve a probationary period not to exceed sixty (60) days. During the probationary period, no benefits shall be paid on behalf of the conditional journeymen. At the end of the probationary period, the Employer shall contribute a one (1) month retroactive health care benefit.

ADDENDUM R
Roofing and Architectural

When weather conditions warrant, a voluntary make-up day may be scheduled with prior notification and approval from Sheet Metal Workers' Local Union No. 33. When a 4/10 schedule is worked, Friday or Saturday may be used as a make-up day. When a 5/8 schedule is worked, Saturday may be used as a make-up day.

No less than eight (8) or ten (10) hours of work, whichever was scheduled, shall be scheduled for make-up days. Overtime provisions of the Charleston District Standard Form of Union Agreement shall apply to this Addendum.

Accumulated hours of work from regular and/or make-up days exceeding forty (40) hours shall be paid at the applicable overtime rate.

All other types of work under the jurisdiction of the Sheet Metal Workers' International Association are exempt from this clause.

Under no circumstances shall Sunday be used as a make up day.

WAGE SHEETS

Effective: First full Pay June 2005

Expires: May 31, 2006

Journeyman

Total Package	\$37.25
Contractor Contribution:	
LEAD Training	0.12
International Training Institute (ITI)	0.12
Construction Advancement Program (CAP)	0.10
NEMI	0.03
SMWISF	0.01
SMOHIT	0.02
Apprenticeship Training Fund	0.30
	<hr/>
	\$36.55
 Journeyman's Rate Non Taxable:	
National Pension	5.96
Annuity	1.00
SASMI = 3% of Gross	1.07
Health & Welfare	4.96
Supplement	0.41
	<hr/>
Basic Wage – Taxable (Payroll Deduction)	\$23.15
Working Dues	1.10
ACT	0.12
PAL	0.05
REC Fund	0.03
Orientation	0.02
	<hr/>
Take Home	\$21.83

ALL FRINGES ON HOURS WORKED

Wage Progression

June 1, 2005	Add	\$1.43 to total package
June 1, 2006	Add	\$1.49 to total package
June 1, 2007	Add	\$1.55 to total package
June 1, 2008	Add	\$1.61 to total package

Working Dues Assessments for Building Trades Journeyman: \$1.32 per hour worked

Working Dues Assessments for Apprentices:

First and Second Year Apprentices: \$0.10 per hour worked

Third, Fourth and Fifth Year Apprentices: \$0.35 per hour worked

APPRENTICE WAGE SHEETS:

Effective: First Full Pay June 2005

Expires: May 31, 2009

Apprentice (% of \$23.21 Basic Wage Rate)

1 st Year	-	45%	=	\$10.44	+	Health & Welfare / Supplement
2 nd Year	-	50%	=	\$11.61	+	Fringes
3 rd Year	-	60%	=	\$13.93	+	Fringes
4 th Year	-	70%	=	\$16.25	+	Fringes
5 th Year	-	80%	=	\$18.57	+	Fringes

Second through Fifth Year Apprentice fringes include: Health & Welfare / Supplement – Pension – Annuity – SASMI – ITI – Apprentice Training Fund – and Local Industry Fund.

APPRENTICE WAGE SCHEDULE
DEDUCTIONS AND CONTRIBUTIONS
Sheet Metal Workers' Local #33 – Charleston District
Effective: First Full Pay in June, 2005 – Expires: May 31, 2006

Year	Take Home	Working Dues REC/PAL Orientation	Basic Taxable	NON-TAXABLE CONTRIBUTION				Total Wage Package	CONTRACTOR COST				Total Hourly Cost
				Health & Welfare / Supplement	National Pension	Annuity Fund	SASMI		Apprentice Training	ITI/NE MI SMWISF SMOH IT	Construction Advancement Program	LEAD Training	
45% 1 st Year	\$10.34	0.10	\$10.44	5.31	*	*	0.47	\$16.22	*	*	*	0.12	\$16.34
50% 2 nd Year	\$11.51	0.10	\$11.61	5.31	5.96	0.50	0.70	\$24.08	0.30	0.18	0.10	0.12	\$24.78
60% 3 rd Year	\$13.58	0.35	\$13.93	5.31	5.96	0.50	0.77	\$26.47	0.30	0.18	0.10	0.12	\$27.17
70% 4 th Year	\$15.90	0.35	\$16.25	5.31	5.96	0.50	0.84	\$28.86	0.30	0.18	0.10	0.12	\$29.56
80% 5 th Year	\$18.22	0.35	\$18.57	5.31	5.96	0.50	0.91	\$31.25	0.30	0.18	0.10	0.12	\$31.95

Percentages based on \$23.21

2nd thru 5th year fringes include: Health & Welfare / Supplement – Pension – Annuity – SASMI – ITI – Apprentice Training – and Local Industry Fund

NOTE: Working dues change for 3rd thru 5th year apprentices.

Contract Expires: May 31, 2009

1* All correspondence to the National Joint Adjustment Board shall be sent to the following address: National Joint Adjustment Board, P O Box 220956, Chantilly, Virginia 22022-0956, or Lafayette Center Drive, Chantilly, Virginia 22021-1209.
