

STANDARD FORM OF UNION AGREEMENT

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

Agreement entered into this 1 day of May 2014 by and between Twin Tier Sheet Metal Contractors Association hereinafter referred to as the Employer and Local Union No. 112 of Sheet Metal Workers' International Association, hereinafter referred to as the Union for Chemung, Tompkins, Tioga, Broome, Steuben, Schuyler, Delaware, Otsego, Allegany, (Cortland, Chenango) Counties of New York; (Wayne, Susquehanna, Bradford and Tioga Counties of Pennsylvania). Cattaraugus and Chautauqua Counties are under a separate collective bargaining agreement with Local #112.

ARTICLE I

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

ARTICLE II

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 subcontractor, 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 job site prior to commencement of work at the site. List of such specific items, which may be revised from time to time, as agreed to be 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 ground for believing that membership is available to such employees on the same terms and conditions generally applicable to other members and that membership is not denied or terminated for reasons other than the failure of the employee to render the periodic dues and initiations fee uniformly required as a condition of acquiring or retaining membership.

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

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

ARTICLE VI

SECTION 1. The regular working day shall consist of eight (8) hours labor in the shop or on the job between 7:00am and 5:00pm 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 as per **ADDENDUM**.

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 or days locally observed as such, and Saturday and Sunday shall be recognized as holidays. All work performed on holidays shall be paid as follows: Two times regular rate (**SEE ADDENDUM**).

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

ARTICLE VII

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

SECTION 2. When employed outside of the limits specified in Section 1 of this Article, and within the jurisdiction of the Union, employees shall provide or pay for all additional transportation for themselves which will assure their arrival at the limits specified in Section 1 of the Article at regular 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 the 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.

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 per the **ADDENDUM** per hour, except as hereinafter in Section 2 of this Article.

SECTION 2. On all work specified in Article I of this Agreement, fabricated and/or assembled by journeymen sheet metal workers and apprentices within the jurisdiction of this Union, or elsewhere, for erection and/or assembled by journeymen sheet metal workers and apprentices within the jurisdiction of the 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 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 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 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 another local union affiliated with the Sheet Metal Workers' International Association, and qualified sheet metal workers are available in such area, he may send no more than two (2) sheet metal workers per job into such area to perform any work which the Employer deems necessary, both of whom shall be from the Employer's home jurisdiction. All additional sheet metal workers shall come from the area in which the work is to be performed. Journeymen sheet metal workers covered by this 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 that 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 benefits contributions shall not be duplicated. When sheet metal workers are employed temporarily outside the jurisdiction of their home local union, the parties signatory to this Agreement agree to arrange through the Health and Welfare Trust Fund to transmit health and welfare contributions made on behalf of the employee to the Health and Welfare Fund in the employee's home local union.

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

SECTION 9. Wages at the established rates specified herein shall be paid by Friday in the shop or on the job at /or before quitting time, and no more than three (3) days' pay will be withheld. However, employees when discharged shall be paid in full.

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

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

SECTION 13 (a). Contributions provided for in Section 13 (b) of this Article will be used to promote programs of industry education, training, negotiations 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 Twin Tier Sheet Metal Contractors Association (hereinafter referred to as the local industry fund, ten cents (\$0.10) per hour for each hour worked on or after the effective date of this Agreement by each employee of the employer covered by this Agreement. Payment shall be made monthly on or before the 20th day of the succeeding month.

(c). The 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 its fund. One time per year, the 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.

(d). Grievance 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. Effective as of the date of this Agreement until April 30, 2000 the employers will contribute to the International Training Institute for the Sheet Metal and Air Conditioning Industry ten cents (\$0.10) per hour for each hour worked by each employee of the employer covered by this Agreement. Effective May 1, 2001 the employers will contribute to the International Training Institute 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 Fringe Benefit Remittance Report.

Effective as of the date of this Agreement the employers will contribute to the National Energy Management Institute, a jointly administered trust fund, three cents (\$0.03) per hour for each hour worked by each employee of the employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the Fund, or for the purposes of collection and transmittal through Fringe Benefit Remittance Report.

Effective as of the date of this Agreement the employers will contribute to the Sheet Metal Occupational Health Institute Trust two cents (\$0.02) per hour worked by each employee of the employer covered by this Agreement until the Institute Trustees determine that the Trust is financially self-sufficient. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the Trust, or for purposes of collection and transmittal through Fringe Benefit Remittance Report.

The parties agree to be bound by the separate Agreements and Declarations of Trusts establishing the International Training Institute for the Sheet Metal and Air Conditioning Industry, and the National Energy Management Institute Committee, the Industry Fund of the United States and the separate agreements and declarations of the 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 funds to cooperatively establish uniform collection procedures to provide for efficient and effective operation of the various national trusts.

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.

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 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 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. 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) Appointed by the Management Co-Chairman of the National Joint Adjustment Board (as per attached sheet). 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.

Notwithstanding the provision 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 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.

*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 noncompliance with 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 endorse the award by any means including proceedings in a court of competent jurisdiction in accord with applicable state and federal law. If the party seeking to enforce the award prevails in litigation, such party shall be entitled to its costs and attorney's fees in addition to such other relief as is directed by the courts.

SECTION 7. Failure to exercise the right of appeal at any step thereof within the time limit provided 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 or negotiations regarding a wage/fringe re-opener shall be settled as hereinafter provided:

(a). Should the negotiations for a renewal of this Agreement 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 local 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 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 grievances 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, 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.

*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.

ARTICLE XI

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

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, 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.

SECTION 3. It is the understanding of the parties to this Agreement that the fund contributed by signatory Employers to the International Training Institute and any Local Joint Apprenticeship and Training Fund (Local J.A.T.C.) 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 J.A.T.C.. Therefore, the Trustees of the International Training Institute and Local J.A.T.C. 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 J.A.T.C. materials, facilities and personnel utilized in training. If a Local J.A.T.C. does not implement the Scholarship Loan Agreement, the Local J.A.T.C. 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. 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 the responsibility of the Employer.

SECTION 6. 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.

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.

SECTION 6. All applicants for apprenticeship shall serve an apprenticeship of 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 7. A graduated wage scale for apprentices shall be established and maintained. (See Addendum).

SECTION 8. 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 check off in compliance with the provisions of Section 302 (c) of the Labor – Management Relations Act of 1947.

SECTION 9. 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

SECTION 1. This Agreement and Addendum attached hereto shall become effective on the 1st day of May, 2014 and remain in full force and effect until the 30th day of April, 2019, 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 of 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.

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 National Joint Labor Relations Adjustment Committee, any party to this Agreement, upon the service of notice to all other parties hereto, shall have this Agreement reopened thirty (30) days thereafter, for the sole and only purpose of attempting to negotiate such amendment of 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 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 Twin Tier Sheet Metal 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 150 days prior to the then current expiration dates of the Agreement.

ADDENDUM TO AGREEMENT

PROCEDURE:

SECTION 1. It is mutually agreed among the parties hereto that the following conditions shall govern all applicants for employment for all positions within the scope of the agreement.

- (a). The Union Agrees to furnish to the Employer or Employers, parties hereto, journeymen sheet metal workers and registered apprentices in sufficient numbers 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 Addendum.
- (b). The Union shall select applicants for employment without discrimination against such applicants by reason of or in any way affected by union membership, bylaws, regulations, constitutional provisions or any other aspect or obligation of union membership, policies or requirements.
- (c). The Employer shall have the right to reject any applicant for employment.

SECTION 2. A sheet metal shop or sheet metal business shall not be considered a Union sheet metal shop or Union sheet metal business unless the owners sign and remain parties to an Agreement with the Local Union of this Association in whose jurisdiction such shop or business is located. No sheet metal shop or sheet metal business shall be recognized as Union

or entitled to the privileges or use of the shop card or label unless it employs one or more journeymen sheet metal workers in good standing and with full membership in this Association on all work covered by Article I, Section 5 of this Constitution and permits not more than one (1) stockholder, owner, partner or other person directly or indirectly financially interested in the management of such shop or business to work with the tools of the trade and then in the shop only.

- (a). An Employer shall not restrict representatives of the Local Union from access to any job or shop at any reasonable time provided that the representative notifies the management of his presence.
- (b). It is the intent of Article I, Section 1, to require a Contractor to include in his bid all of the work of a particular category or classification. For example, a ventilating, heating, air conditioning contractor would be expected to bid on all work included in an air handling system, including all equipment, such units, fans, motors, plenums, grills, louvers, etc., in addition to duct work.
- (c). To implement the intent and purpose of this Article, a local labor-management committee which will have as one of its primary objectives the contacting of local specifying bodies such as architects, engineers, specification writers, code making panel, etc., to develop the placement of various sheet metal components into the proper specification classification.
- (d). All Employers employing persons covered by this Agreement shall be required to become individually signatory to this Agreement.
- (e). The parties to this Agreement do subscribe to the Presidential Executive Order 11246 of September 24, 1965 calling for equal opportunity of employment for disadvantaged minorities: American Disability Act – All Federal and State Laws, rules and regulations governing the Sheet Metal Industry.
- (f). In the event any provision of this Agreement or addenda shall subsequently be declared illegal or in contravention of any State or Federal law, such provision shall be inoperative, null and void.
- (g). A \$0.05 per hour National PAL check-off procedure is directed to be handled through the Working Assessment pursuant to signed authorization by the employees.
- (h). A \$0.01 per hour Local PAL check-off procedure is directed to be handled through the Working Assessment pursuant to signed authorization by the employees.

WORKING CONDITIONS:

SECTION 2. In consideration of the obligations of this contract, the Union agrees that in the event the Union should grant to another Employer or Employers, working within the jurisdiction, within the building trades, more favorable wage rates, fringe benefits, terms and/or conditions than the wage rates, fringe benefits, terms and/or conditions contained in this Agreement, then such more favorable conditions shall be granted to all Employers and the Union agrees to reduce such more favorable conditions of wage rates, fringe benefits, terms and/or conditions at once to writing and become signatory thereto for immediate distribution to all Employers and such conditions shall become a recognized part of this Agreement.

- (a). The Union reserves the right on behalf of its individual members not to cross the picket line of either its own or any other Union in the course of their employment, and it is further agreed that in the event that such member exercises his right to refuse to cross a picket line, no disciplinary action shall be taken by the Employer against such member, provided that such picket line is legally established in accordance with applicable Federal and State laws.
- (b). When five (5) or more men are working on one job site of two or more months duration, suitable shelter shall be furnished by the Contractor for the storage of all tools and clothing.
- (c). All tools that use explosives as a means of propulsion shall be prohibited unless the Employee is properly qualified in operations and safety.
- (d). There shall be no more than one (1) ten minute coffee break between the hours of 8:00am and 12:00 noon at the shop or job site.

(e). There shall be an additional ten (10) minute coffee break in the afternoon when working a scheduled ten (10) hour shift.

STEWARDS:

SECTION 1. Each shop or job Steward shall be a working Employee appointed in all shops and on all jobs by the Business Manager of the Union, in addition to his work as a Journeyman, shall be permitted to perform during working hours such of his Union duties as cannot be performed at other times. The Local Union agrees that such duties shall be performed as expeditiously as possible and the Employer agrees to allow Stewards a reasonable amount of time for the performance of such duties.

(a). Stewards shall observe conditions of employment and conduct of employees as defined in Clause 1 to the end that the duties and obligations of employee and the provisions of the Existing Standard Form of Union Agreement and addenda shall be complied with, and shall assist whenever possible in adjusting minor differences or misunderstandings which arise, but shall immediately notify the Local Union Office regarding the interpretations or application of the provisions of the existing Standard form of Union Agreement and addenda in connection with the employment of employees in shops or on jobs. Stewards shall not be discriminated against by the Employer in the performance of the duties herein stated.

(b). A Steward shall remain on the work until its completion, provided he can perform the work.

(c). Provided said Employer has been notified of the Steward's appointment as required above, a Steward shall not be laid off without just cause. The Employer shall notify the Union in writing of his intention to discharge or transfer a shop or job Steward for cause. This notice must be in the Union Office one (1) full working day prior to discharge or transfer. The Union retains the right to investigate and determine the cause for discharge or transfer.

(d). Contractor will notify shop Steward before starting all work outside of the jurisdiction of Local Union #112.

(e). Union shall notify Contractor of designated shop Steward.

WAGES:

SECTION 1. The minimum rate of wages referred to in Article VIII, Section 1 shall be scheduled on a per hour bases. (See attached Wage Rate and Benefit Schedule, which also reflects upcoming increases).

(a). Ten cents (\$0.10) per hour additional premium be paid when working polyresis fiberglass.

(b). Overtime - Monday through Friday shall be paid as one and one half (1 ½) times the regular hourly wage rate for the first two (2) additional hours worked - after your regular working hours. Any hours there after shall be paid at the rate of two (2) times the hourly wage rate.

(c). Overtime on Saturday's shall be paid as one and one half (1 ½) times the regular hourly wage rate for the first through the tenth hours worked. Additional hours worked shall be paid at two (2) times the hourly wage rate.

(d). All other overtime shall be double time.

(e). Holidays that are listed in Article VI, Section 2 of the Standard Form of Union Agreement will be observed on the Holiday, not on the day that it is locally observed.

(f). All emergency service work on residences in connection with gas and oil burners after eight (8) hours and Saturdays, Sundays and Holidays shall be paid for at the rate of time and one-half.

(g). Referring to Article 6, Section 4, all necessary second shift time shall be paid for at the rate of eight (8) hours pay for eight (8) hours worked plus a \$3.25 wage increase on wages only or as mutually agreed by the Union and Employer. All necessary third shift work (11:00pm to 7:00am) shall be paid at 20% over the scale. Apprentices will receive the applicable percentage of the \$3.25. Shift work shall

be for five (5) consecutive days or more duration. other than preexisting facilities it shall be as mutually agreed by the contractor and the Union. If not five (5) consecutive days then a pay rate of time-and-a-half applies.

(h). The parties agree to reassign any part of the wage increase to an employer contribution status when and if the membership of the Union desires to improve the benefit level of its Funds.

(i). Each Employee that is to be laid off shall receive one hour's notice of layoff by the Employer before quitting time. Any Employee not given the one hour notice of layoff shall be entitled to one hour additional pay at overtime rate to enable Employee to pick up his tools and leave the job.

(j). Outside the jurisdiction of Local #112, the total reimbursement for travel expense and travel time, if before and after regular working hours, will be paid at the rate of fifty cents (\$0.50) per mile if transportation is not furnished by the employer and the employee is traveling alone. If two employees are traveling together, the driver of the vehicle will receive thirty-one cents (\$0.31) per mile; and the passenger of the vehicle will receive thirty-one cents (\$0.31) per mile if transportation is not furnished by the employer. If transportation is furnished by the employer, the mileage will be paid for at the rate of twenty cents (\$0.20) per mile.

(k). Room and board will be paid at the rate of fifty-five dollars (\$55.00) for each night spent away from home. Room and board will not be paid if the employee is reimbursed mileage to and from the job in the same day.

SECTION 2. Foreman's Clause

- (a). All foreman are to receive a minimum of one dollar (\$1.00) per hour above the mechanics' wage scale when directing three (3) to five (5) men. All foremen who successfully complete a certification course that is approved by labor/management will receive a minimum of one dollar and fifty cents (\$1.50) per hour above the mechanics' wage scale.
- (b). All general foremen are to receive a minimum of one dollar and fifty cents (\$1.50) per hour above the mechanics' wage scale when directing six (6) to nine (9) men. All general foremen who successfully complete a certification course that is approved by labor/management will receive a minimum of two dollars (\$2.00) per hour above the mechanics' wage scale.
- (c). When ten (10) to fourteen (14) men are employed, two (2) foremen will be assigned.
- (d). For each additional five (5) men, the above multiples will apply.
- (e). When fifteen (15) to twenty-nine (29) men are employed on the same job or shop, a superintendent shall be appointed and is to receive two dollars (\$2.00) per hour above the mechanics scale. All superintendents who successfully complete a certification course that is approved by labor/management will receive a minimum of three dollars (\$3.00) per hour above the mechanics' wage scale.
- (f). Local #112 foremen will be required on all jobs where a foreman is required.
- (g). All CAD operators who successfully complete a certification course that is approved by labor/management will receive a minimum of two dollars (\$2.00) per hour above the mechanics' wage scale.

SECTION 3. Light Commercial

- (a). 40,000 sq. ft. or under – all stores and restaurants.
- (b). Crew shall be made up of one (1) mechanic and two (2) apprentices, with a cap, for a total of nine (9) members.

SECTION 4. Labor/Management Clause

(a). A meeting between labor (SMW #112) and management (Contractors Association) officials will be held no less than once per year to discuss any needs or concerns that either side may foresee in the upcoming year. This clause will remain in effect for the length of the current contract period.

FUND CONTRIBUTION RATES:

SECTION 1. As a condition of employment, Benefits shall be paid to each individual fund on a per hour worked basis (see attached Wage and Benefit Schedule for a listing of benefits and their amounts. This Schedule will be updated when necessary).

FUNDS PAYMENT AND COLLECTION

SECTION 1. The Union shall be considered an Employer for the purposes of contributions to the Trustee Funds on all full-time employees of the Union covered by this Agreement.

SECTION 2. Payments to all jointly administered funds as provided in the addenda shall be due not later than the tenth (10th) day of each month for the total number of hours including overtime worked by each Employee for the previous month, and, if not paid by the last day of the month, the delinquent Employer must post either a cash bond or corporate surety bond approved by the Union in the amount of double the monies owed. This bond shall remain in effect for the balance of the contract period. In addition, the Employer shall pay an additional ten percent (10%) delinquency fees for the first month and five percent (5%) per month thereafter on delinquent amount and the Employer shall be liable to the particular fund any cost relating to the collection of any delinquent monies due such fund, including attorney's fees. After sixty (60) days delinquent accounts will be turned over to an attorney for collection.

SECTION 3. Failure by an employer or employers to make payments to the Funds stipulated in this Agreement, within the specified item, (as set forth herein) shall be declared a breach of contract. Trustees of such funds, where a breach of contract is declared and evidenced will notify the Union and the Association of this condition immediately.

SECTION 4. It is mutually agreed by the parties to this Agreement that the processing of instruments of payments, checks, money order, etc. remitted for payment to Funds covered in this Agreement shall be processed within a thirty (30) day period from the date the payment was due and made to such fund.

SIGNATURE PAGE

THIS AGREEMENT AND ADDENDA IN EFFECT THIS FIRST DAY OF MAY 2014, THROUGH APRIL 30, 2019 BETWEEN TWIN TIER SHEET METAL CONTRACTORS ASSOCIATION AND LOCAL #112 SHEET METAL WORKERS'.

TWIN TIER CONTRACTOR ASSOCIATION

Art Meel
Name

Twin Tier Contractors Association
For the Company of:

Art Meel
Name

STCF
For the Company of:

UNION

[Signature]
Business Manager

Business Representative

IN WITNESS WHEREOF, THE PARTIES HERETO AFFIX THEIR SIGNATURES AND SEAL THIS 28 DAY OF May, 20 14.