

STANDARD FORM OF UNION AGREEMENT

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

Agreement entered into June 1, 2009
(Month)(Day)(Year)

by and between Sheet Metal Contractors Association of Union, Morris, Somerset and Sussex Counties, NJ,
(Name of Contractor or Contractor's Association)

and each business establishment individually, whether represented by a contractor association or not, hereinafter referred to as the Employer, and Local Union No. 22 of Sheet Metal Workers' International Association, hereinafter

referred to as the Union for Union, Morris, Somerset, and Sussex Counties, NJ
(Specify area covered by this Agreement)

ARTICLE I

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

ARTICLE II

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

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

ARTICLE III

SECTION 1. The Employer agrees that none but journeymen, apprentice, preapprentice and classified sheet metal workers shall be employed on any work described in Article I and further, for the purpose of proving jurisdiction, agrees to provide the Union with written evidence of assignment on the Employer's letterhead for certain specified items of work to be performed at a jobsite prior to commencement of work at the site. List of such specific items, which may be revised from time to time, as agreed to by and between SMACNA and SMWIA shall be provided to the Employer.

ARTICLE IV

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

ARTICLE V

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

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

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

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

ARTICLE VI

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

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

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

SECTION 2. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day AS PER ADDENDA 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: double the hourly rate of pay – SEE ADDENDA FOR INDUSTRIAL RATE AND TERMS.

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

SECTION 4. Shift work and the pay and conditions therefore shall be only as provided in written addenda attached to this Agreement. Energy conservation—Retrofit work performed outside the regular work day in occupied buildings shall

be performed under shift work conditions to be established by the local parties or by the National Joint Adjustment Board on the request of either party, if not locally provided.

ARTICLE VII

SECTION 1. When employed in a shop or on a job within the limits of Local 22 employees shall be governed by the regular working hours specified herein and shall provide for themselves necessary transportation within the said limits from home to shop or job at starting time and from shop or job to home at quitting time, and the Employer shall provide, or pay, for all necessary additional transportation during working hours.

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

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

ARTICLE VIII

SECTION 1. The minimum rate of wages for journeymen sheet metal workers covered by this Agreement when employed in a shop or on a job within the jurisdiction of the Union to perform any work specified in Article I of this Agreement shall be AS PER ATTACHED ADDENDA, except hereinafter specified in Section 2 of this Article.

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

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

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

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

SECTION 5. Except as provided in Sections 2 and 6 of this Article, the Employer agrees that journeymen, preapprentice and classified sheet metal workers hired outside the territorial jurisdiction of this Agreement shall receive

the wage scale and working conditions of the local Agreement covering the territory in which such work is performed or supervised.

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

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

SECTION 8. Welfare benefit contributions shall not be duplicated.

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

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

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

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

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

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

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

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

(b). The Employer shall pay the Sheet Metal and Air Conditioning Contractors' National Industry Fund of the United States (IFUS) seven cents (\$0.07) per hour for each hour worked on and after the effective date of this Agreement by each employee of the Employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted to IFUS, 4201 Lafayette Center Drive, Chantilly, Virginia, 20151 -1209, or for the purpose of transmittal, through Union, Morris, Somerset, and Sussex Counties Industry Funds.

(Name of local remitting organization)

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

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

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

(b). The Employer shall pay to the Union, Morris, Somerset and Sussex Counties Industry Fund / P.O. Box 97 / Garwood, NJ 07027 (the local industry fund), Twenty-two cents (\$0.22) per hour for each hour worked on or after the

(Name and address of local industry fund)

the effective date of this Agreement by each employee of the Employer covered by this Agreement. Payment shall be made monthly on or before the 20th day of the succeeding month.

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

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

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

Therefore, hours worked for purposes of determining the contributions required under Sections 12(b) and 13(b) of this Article shall include all hours worked by each employee of the Employer under any project agreement or maintenance

agreement, unless specifically excluded by the terms of a written addendum that is negotiated by the Contractors' Association and the Local Union that are parties to this Agreement.

SECTION 15. Effective as of the date of this Agreement the Employers will contribute to the International Training Institute for the Sheet Metal and Air Conditioning Industry (ITI) twelve cents (\$0.12) per hour for each hour worked by each employee of the Employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the ITI, or for purposes of collection and transmittal through S.M.W.I.A Local 22.

(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 (\$0.03) per hour for each hour worked by each employee of the Employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the NEMIC, or for the purposes of collection and transmittal through S.M.W.I.A Local 22.

(Name of local transmittal office)

Effective as of the date of this Agreement the Employers will contribute to the Sheet Metal Occupational Health Institute Trust (Institute) two cents (\$0.02) per hour for each hour worked by each employee of the Employer covered by this Agreement until the Institute Trustees determine that the Trust is financially self-sufficient. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the Institute, or for purposes of collection and transmittal through S.M.W.I.A. Local 22.

(Name of local transmittal office)

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

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

SECTION 16. In the event that the Employer becomes delinquent in making contributions to any national or local Fund, the Union may withdraw all employees from the service of the Employer within 30 days notice of such delinquency by the trustees. The withdrawal of such employees from the service of the Employer shall not constitute a violation of any provision of this Agreement.

SECTION 17(a). The Employer shall comply with any bonding provisions governing local Funds that may be negotiated by the local parties and set forth as a written Addendum to this Agreement. The Employer shall likewise comply with bonding requirements established by the Trustees of the National Funds.

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

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

ARTICLE IX

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

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

ARTICLE X

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

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

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

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

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

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

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

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

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

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

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

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

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 shall be settled as hereinafter provided:

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XI

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

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

proper technical and practical education experience in the trade, under the supervision of the Joint Apprenticeship and Training Committee.

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

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

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

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

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

First year —First half 40%-Second half 45%	Third year —First half 60%-Second half 65%
Second year—First half 50%-Second half 55%	Fourth year —First half 70%-Second half 75%
	Fifth year (where applicable) – First half 80% - Second half 85%

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

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

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

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

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

ARTICLE XII

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

ARTICLE XIII

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

ARTICLE XIV

SECTION 1. This Agreement and Addenda Numbers 1 through 28

Attached hereto shall become effective on the 1st day of June, 2009
(Month) (Year)

And remain in full force and effect until the 31st day of May, 2012
(Month) (Year)

and shall continue in force from year to year thereafter unless written notice of reopening is given not less than ninety (90) days prior to the expiration date. In the event such notice of reopening is served, this Agreement shall continue in force and effect until conferences relating thereto have been terminated by either party by written notice, provided, however, that, if this Agreement contains Article X, Section 8, it shall continue in full force and effect until modified by order of the National Joint Adjustment Board or until the procedures under Article X, Section 8 have been otherwise completed.

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

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

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

SECTION 5. By execution of this Agreement the Employer authorizes Sheet Metal Contractors Association of Union, Morris, Somerset and Sussex Counties, NJ

(Name of Local Contractor Association)

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

In witness whereof, the parties hereto affix their signatures and seal this 1st
day of June, 2009.
(Month) (Year)

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

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

Sheet Metal Contractors Association of Union, Morris,
Somerset and Sussex Counties, N.J.
(Specify Name of Association or Contractor)

Local Union No. 22
of Sheet Metal Workers' International Association

By _____
(Signature of Officer or Representative)

(Signature of Officer or Representative)

(Signature of Officer or Representative)

ADDENDA TO STANDARD FORM OF UNION AGREEMENT

This AGREEMENT, made and entered into effective June 1, 2009 by and between Sheet Metal Workers' Local Union No. 22 of SMWIA (hereinafter, "Union") and Sheet Metal Contractor's Association of Union, Morris, Somerset and Sussex Counties, New Jersey (hereinafter "Employer")

WITNESSETH:

WHEREAS, the Union and Employer have agreed upon terms and conditions respecting the employment of journeyman and apprentice sheet metal workers, foremen and superintendents, and have executed the Standard Form of Union Agreement, and

WHEREAS, the Union and Employer desire to amend or modify said Standard Form of Union Agreement,

NOW, THEREFORE, be it agreed as follows:

Whenever this Addenda is any terms and conditions or language are different from that contained in the Standard Form of Union Agreement, this Addenda prevails.

ARTICLE I

Term of Agreement

Thirty-six (36) month agreement; the term of this Agreement shall be from June 1, 2009 until midnight, May 31, 2012. Either party desiring to terminate, change or modify said Agreement shall be required to give 90 days notice prior to the expiration of this agreement and, in all other respects, comply with the Law.

ARTICLE II

WORK JURISDICTION

Sheet Metal Contractors' Association of Union, Morris, Somerset, and Sussex County recognizes that the Union claims the following work jurisdiction, but not limited to, the:

(a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all HVAC systems, including all ductwork, VAV boxes, dampers, chilled beams, louvers, roof curbs, plenums, diffusers, registers, grills, fire dampers, smoke dampers, fire/smoke dampers (which includes the inspection and installation of these devices) and all other associated mechanical devices or supports, airveyor systems, exhaust systems, exhaust fans, fume hoods, industrial fans, breeching, and air-handling systems, clean rooms, dryers, kitchen equipment, lab equipment, lab furniture, 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, and fan maintenance; (d) the preparation of all shop and field sketches, whether manually drawn or computer assisted, used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches; (e) all architectural work, including ceilings, cornices, draft curtains, fascia, fire curtains, louvers, partitions, roof decking, roofing, siding, leaders, gutters, skylights, soffits, standing seam metal roofing; (f) all industrial systems, including but not limited to, fume control systems, dust control systems, industrial blowers, tanks, vessels, pressure vessels, expansion joints, air slides, conveyors, pneumatic conveyors, ovens, spray booths, unit supports, structural supports, catwalks, platforms, stairways, handrails, grinding and polishing; (g) all column covers, enclosures, gravity chutes, guards (machine, etc.), lockers (wardrobe closet), shelving, storage bins, toilet partitions, radiator enclosures, convector covers; (h) all hoisting and rigging of equipment and material: and (I) all other work included in the jurisdictional claims of Sheet Metal Workers' International Association.

ARTICLE III

Industrial Work Wages and Fringe Benefits

The following increases to the wage and fringe benefit scale shall become effective, respectively, on June 1, 2009.

\$1.25 increase to total package effective June 1, 2009.

\$1.50 increase to total package effective June 1, 2010.

\$2.25 increase to total package effective June 1, 2011.

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

All the above increases will become effective as follows: if the increase date falls on a Monday, Tuesday or Wednesday, the increase will be effective as of the Monday of that week. If the increase date falls on a Thursday, Friday, Saturday or Sunday, the increase will be effective as of the Monday of the following week.

ARTICLE IV

Industrial Work

Industrial work refers to all existing factory facilities, defined as producer or processor of commercial products, pharmaceutical or research facilities and prototype development.

Overtime- Industrial

All overtime on industrial work shall be paid at the rate of time and one-half (1 ½), with the exception of Sundays and Holidays (Sunday to start at 12:00 midnight). All hours worked on a Sunday or Holiday shall be paid at double time. Overtime fringe benefits are to be paid on hours worked, with the exception of Vacation and Annuity benefits which will be paid on hours paid.

Overtime is not mandatory; employees have the right to refuse without repercussion. All starting time on weekend work is to be uniform for all men.

Out of Town Contractors – Contractors not signatory, working in the jurisdiction of Local 22, must employ at least one (1) Local 22 journeyman on all overtime work.

Shift Work-Industrial

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

Union must be notified in advance of scheduling.

If a shift is required for less than the 40 hours provision, the differential shall be at 20% over wage rate, including the Vacation and Annuity Funds.

ARTICLE V

HVAC New Construction Wages and Fringe Benefits

The following wage and fringe benefit scale shall become effective, respectively, on June 1, 2009.

PLEASE REFER TO THE WAGE AND BENEFIT BREAKDOWN SHEETS

(APPENDIX B; this rate is based on the prevailing wage in the following eight counties: Bergen, Essex, Passaic, Hudson, Union, Morris, Somerset and Sussex)

All the above increases will become effective as follows: if the increase date falls on a Monday, Tuesday or Wednesday, the increase will be effective as of the Monday of that week. If the increase date falls on a Thursday, Friday, Saturday or Sunday, the increase will be effective as of the Monday of the following week.

Overtime on HVAC New Construction

Work performed after the normal hours will be paid at time and one-half (1-½), for the first four (4) hours. All other time worked will be paid at double time. Work performed on Saturday will be paid at time and one-half (1-½) for the first ten (10) hours and double time for all time worked after the first ten hours. All work performed on Sundays and Holidays will be paid double time.

Overtime fringe benefit are to be paid on hours worked, with the exception of Vacation and Annuity benefits which are to be paid on hours paid.

Out of Town Contractors – Contractors not signatory to Local 22, working in the jurisdiction of Local 22, must employ at least one (1) Local 22 journeyman on all overtime work.

Shift Work - New Construction

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

Union must be notified in advance of scheduling.

Definition of HVAC New Construction

A new building, an addition to an existing building with new steel or block coming out of the ground.

In the event that all legitimate bidders are not signatory to a collective bargaining agreement, the contractors are to notify the local union office.

Travel pay does not pertain when the new construction rate is being paid.

ARTICLE VI

All Shop and Field overtime

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

ARTICLE VII

Apprentice Fringe Benefit Contributions

1. With respect to all applicant and registered apprentices, the Employer shall be required to contribute to the Welfare Fund at the same rate as the journeyman for apprentices enrolled prior to the September 2006 class. Contributions to commence once the applicant or starting apprentice has worked a minimum of nine hundred and twenty (920) hours. (“new plan”)
2. Each Employer shall contribute to the Pension Fund 50% of the journeyman contribution rate for each registered apprentice when they reach 45%.
3. Each Employer shall contribute the hourly National Fund contribution when a apprentice reaches 50%
4. Each Employer shall contribute to the Vacation fund thirty cents (\$0.30) per hour and the hourly working assessment (shown on Apprentices Rate sheet) when an apprentice reaches 50%. Vacation and Assessments are deducted from taxable wages.

Fringe Benefits

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

Work assessment will be at 2.5 % of whatever the total package a journeyman is being paid, and all apprentices will be at 1.25% of the journeyman total package.

ARTICLE VIII

Foreman Rates

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

Chart for supervision as listed below for field projects:

<u>Number of Men</u>	<u>General Super</u>	<u>Foreman</u>	<u>Above Rate</u>
1		1	\$1.00
2 through 8		1	\$2.50
9	1 @ \$4.00	1	\$2.50

Additional Foreman added with each 8th man hired.

Foreman Responsibility

To manage the job and the manpower associated with the job in accordance to the Standard Form of Union Agreement and the Addenda to the Standard Form. To maintain daily communication with the contractor's office regarding the progress of the job, enforce the starting and quitting time agreements, work with the site construction manager and represent Local #22 and the Contractor in a professional manner.

ARTICLE IX

Definition of an Unsafe work Area:

Any area or condition thought to be hazardous. No journeyman or apprentice will be required to work unless the area and condition is declared safe by either plant engineer of job safety officer. All welding that is being done in a non-designated area should have adequate shielding.

Safety

1. Local 22 will require all apprentices to take OSHA 10, 30, or 40 safety training course(s) and will promote that all journeymen take OSHA 10, 30, or 40 safety training course(s). Local 22 will promote all journeymen and apprentices to take any additional safety or advanced skilled training that may be offered by the Local Union Educational Department.
2. Local 22 acknowledges that there are Alcohol and Substance Abuse Policies and, while not part of the collective bargaining agreement, Local 22 and their contractors will fully endorse these policies.

ARTICLE X

Inclement Weather

If employees cannot commence work because of inclement weather, unless notified beforehand, two (2) hours wages will be paid for reporting to job site on roofing, roof decking, siding and HVAC job. Employees must remain on job site and may be used on other portions of the project for the two (2) hours.

The Employer may elect to employ the men in the shop; if the employee refuses the shop work, the two (2) hour show up will not be paid.

ARTICLE XI

Stewards

Any steward appointed by Local 22 in its jurisdiction should be the last man laid off preceding foreman on job site and shop provided he can perform the remaining work.

Employers shall not layoff or discharge a steward because of his activities as a steward, provided his activities are reasonable and within the rules applicable to shop stewards.

ARTICLE XII

Flex Hose

Flex hose use shall be as per SMACNA standards or as specified by owner, design engineer or architect.

ARTICLE XIII

Shanty

A lighted, dry and heated shanty (temperature approximately 65 degrees) shall be provided for on-site jobs requiring nine (9) men over when no other facilities are available during the winter months. Shanty shall be a minimum of twelve (12) square feet per person, located in safe dry area. Shanty shall meet field standards.

ARTICLE XIV

Payment of Wages

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

ARTICLE XV

Holidays

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

Recognized holidays are:

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

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

ARTICLE XVI

Any Contractor employing persons referred by Local 22 will send one Vacation Fund check and one Annuity Fund check to the Local Union office on a weekly basis. Check should be made payable to Local 22 Vacation Fund and Local 22 Annuity Fund. The breakdown on vacation and annuity fund monies will be sent by the Employer on a monthly basis along with the breakdown of all other funds. If Contractor becomes delinquent after one (1) week all men will be removed from the payroll until checks are received.

ARTICLE XVII

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

ARTICLE XVIII

It is mutually agreed that when a member of Local Union 22 is injured on the job or in the shop, he shall be required to report such injury in writing, if required, by the Employer and be examined by a medical physician under the provisions of the workers' compensation rules within twenty-four (24) hours of the injury occurrence unless otherwise given permission to see his own doctor. If a member is injured on the job or in the shop before 12:00 P.M., he will be paid four (4) hours pay and a member injured after 12:00 P.M. will be paid eight hours pay.

ARTICLE XIX

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

ARTICLE XX

Board Jobs

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

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

ARTICLE XXI

Mileage

Road Mileage shall be paid at forty cents (\$0.40) per mile, plus toll and parking fees, for all journeymen and apprentices. Mileage is to be based on shortest route between shop and job, using best roads available. Distance is to be clocked by either employer or employee, subject to verification by other party. Total distance, less 25 miles, is to be paid for each way. Upon reporting to shop for work, all other mileage traveled from shop to job or job to job, or job to shop by journeymen and apprentice under the jurisdiction of Local 22, when using his own means of transportation, shall be paid time, plus mileage. All Employers outside of jurisdiction of Local 22 shall pay mileage at the above rate at a point starting 25 road miles from the Local Union Office. Travel pay does not pertain when the new construction rate is being paid.

ARTICLE XXII

Bonds

A performance bond with sufficient surety guaranteeing payment of wages and fringe benefits is required of all Employers (amount of bond required, listed below). If said Employer cannot obtain such bond, he will be required to pay fringe benefits weekly. This bond shall cover pension, welfare, annuity, education, unemployment, industry funds and all other funds that may be listed in this agreement.

Bond requirements also are mentioned in the Standard Form of Union Agreement, Article VIII, and Sections 17 a, b, c.

Remittance of the various aforementioned funds shall be due on or before the 20th day of the month following any month the Employer had covered employees. Failure to comply with the provisions and requirements of this article related to the payments of the funds shall constitute a violation of this agreement and the Union may withdraw the employees.

Amount of Bond required

<u>Number of Employees</u>	<u>Amount of Bond</u>
1 through 4	\$37,000.00
5 through 15	\$137,500.00
16 through 30	\$275,000.00
31 through 50	\$458,500.00
51 through 75	\$687,750.00
76 through 100	\$917,000.00
101 or more	upon agreement with Local 22 and Fund Trustees

ARTICLE XXIII

Temporary HVAC

In the temporary operation of fans or blowers in a new building, or in an addition to an existing building, for ventilating, heating and/or air conditioning, prior to or after the

completion of the system and until final approval and acceptance of the owner, journeymen sheet metal workers shall have jurisdiction in the temporary operation and/or maintenance of such fans or blowers, and at least one man shall work a full shift or not less than eight (8) hours each; and will receive single time wages for all hours from Monday 8:00 a.m. to Friday 4:30 p.m.

Wages shall be paid at the rate of time-and-one-half (1-½) for hours worked from Friday 4:30 p.m. to Monday 8:00 a.m. Journeymen sheet metal workers employed on a temporary operation and/or maintenance, shall check volume dampers, tighten belts, lubricate and perform all service work necessary to protect the equipment being maintained.

Holidays are to be paid at time-and-one-half (1-½) the regular rate of pay.

ARTICLE XXIV

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

ARTICLE XXV

Letters of Assignment

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

ARTICLE XXVI

When unemployment reaches 10% of Sheet Metal Workers' Local 22 journeymen and apprentices (approximately 28 men for 30 days), negotiation committee will meet within (72) hours to resolve the problem.

ARTICLE XXVII

WORK PRESERVATION – NO SUBCONTRACTING CLAUSE

For the preservation of the work opportunities of the journeyman and apprentice Sheet Metal Workers within the collective bargaining units of Local 22, each employer party to this agreement shall not subcontract, sublet, delegate or assign to any firm, individual or corporation outside the jurisdiction of Local Union 22 SMWIA, as defined in Article I, II, or III in the Standard Form of Union Agreement, any Drafting, Fabricating of rectangular ductwork, rectangular welded ductwork, double wall rectangular duct and fitting.

Local 22 members who are on the out of work list will install job site rectangular ductwork, rectangular welded ductwork, doubled wall rectangular duct and fittings, that are fabricated for projects within Local 22's jurisdiction by contractors whose fabrication plants are outside the jurisdiction of Local 22. All referrals will be through the Union hall, for each project.

Where any ductwork that requires wage equalization in accordance to Section 5 of Article VIII of the Standard Form of Union Agreement is handled, the employer will provide written certified payroll to the Union upon request that the ductwork is wage equalized and fabricated under the conditions of Local 22 in accordance with said section. This Work Preservation Clause shall commence June 1, 2009.

Both parties agree to form a subcommittee to address industrial fabrication, and additional markets in the Sheet Metal Industry, Resolution 78 may be used at the discretion of the Business Manager to capture work.

Upon approval of the Executive Board and the membership of Local 22, the SMWIA Code of Excellence will be adopted.

ARTICLE XXVIII

Both parties mutually agree hereto that there shall be no discrimination on the basis of race, creed, color and/or sex and that the parties will conform to the National, State and Local laws, in this regard.

Contractors' Association or Contractor

Representative

President/Owner

Date:

Thomas R. Fischbach

Business Manager

Sheet Metal Workers' International Assn

Local Union 22

Date: