

Modified Standard Form of Union Agreement For
Local Union No. 33
Parkersburg District

AGREEMENT

BETWEEN

SHEET METAL CONTRACTORS ASSOCIATION

OF WEST VIRGINIA

and

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION
LOCAL UNION NO. 33
PARKERSBURG DISTRICT

EFFECTIVE

JUNE 1, 2011 through MAY 31, 2014

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**STANDARD FORM OF UNION AGREEMENT SHEET METAL, ROOFING, VENTILATING
AND AIR CONDITIONING CONTRACTING DIVISIONS
OF THE CONSTRUCTION INDUSTRY**

Agreement entered into this 1st day of June, 2011, by and between Sheet Metal and Roofing Contractors Association of West Virginia, hereinafter referred to as the Employer, and Local Union No. 33 - Parkersburg District of Sheet Metal Workers' International Association, hereinafter referred to as the Union for counties of Barbour, Braxton, Calhoun, Doddridge, Gilmer, Harrison, Jackson, Lewis, Marion, Monongalia, Pendleton, Pleasants, Pocahontas, Preston, Randolph, Ritchie, Roane, Taylor, Tucker, Tyler, Upshur, Wetzell, Wirt and Wood Counties of West Virginia and Washington County, Ohio.

**ARTICLE I
SCOPE OF AGREEMENT**

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 all HVAC systems, exhaust systems, 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, balancing and servicing of all HVAC 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) metal roofing; (f) all other work included in the jurisdictional claims of Sheet Metal Workers' International Association.

**ARTICLE II
SUBCONTRACTING**

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

SECTION 2: Subject to other applicable provisions of this Agreement, the Employer agrees that when subcontracting for prefabrication of material 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
EMPLOYMENT & ASSIGNMENT OF WORK**

SECTION 1: The Employer agrees that none but journeymen, apprentices, 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 by and between SMACNA and SMWIA, shall be provided to the Employer.

**ARTICLE IV
REFERRALS FOR EMPLOYMENT**

SECTION 1: The Union agrees to furnish upon request by the Employer duly qualified journeymen, 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
UNION SECURITY**

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 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 provisions is lawful only after compliance with certain conditions precedent, this Article shall be deemed to take effect as to involved employees immediately upon compliance with such conditions.

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

ARTICLE VI WORK DAY, WORK WEEK, & HOLIDAYS

SECTION 1: The regular working day shall consist of eight (8) hours labor in the shop or on the job, between (See Addendum A, page). The regular working week shall consist of five (5) consecutive eight (8) hour day's labor in the shop or on the job, beginning with Monday and ending with Friday of each week. "A work week may consist of four (4) ten hour days between Monday and Friday, which may be required on any particular project or which may be arranged by mutual agreement between Employer/employee". 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 (See Addendum A, page) 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 (See Addendum A, page). Employees shall be at the shop or project site at scheduled starting time each day and shall remain until quitting time.

SECTION 2: The following days shall be considered holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving and Christmas Day, or days locally observed as Holidays. If the Holiday falls on Sunday, Monday shall be observed. If it falls on a Saturday, Saturday shall be observed. All work performed on a Holiday will be as follows: Two (2) times the regular hourly rate.

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 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 an addendum attached to this Agreement. Energy conservation - Retrofit work performed outside the regular work day in occupied buildings shall be performed under shift work conditions to be established by the local parties or by the National Joint Adjustment Board on the request of either party, if not locally provided.

ARTICLE VII TRAVEL

SECTION 1: When employed in a shop or on a job within the limits of (See Addendum C, page) 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 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 expenses may be paid by a zone or other method of payment. If this alternative method is used, it will be as provided in written Addendum attached thereto. (See Addendum C, page). 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.

ARTICLE VIII
RATES OF PAY, FRINGE BENEFITS, IFUS,
LOCAL INDUSTRY FUND, ITI, NEMIC, SMOHIT, PMCA

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 Parkersburg District of Local Union No. 33 to perform any work specified in Article I of this Agreement, shall be \$ _____ (See Addendum G, page _____) per hour, except as hereinafter specified in Section 2 of this Article.

SECTION 2: On all work specified in Article I of this Agreement, fabricated and/or assembled by journeymen sheet metal workers and apprentices within the Parkersburg District of Local Union No. 33, or elsewhere, for erection and/or installation within the jurisdiction of any other collective bargaining area 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 job site Union shall be paid to the employees employed on such work in the home shop or sent to the job site.

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

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

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

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

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. No more than five (5) days pay will be withheld. Alternative payroll procedures, i.e., electronic and/or automatic deposit may be implemented locally. However, employees when discharged shall be paid in full.

SECTION 10: Journeymen sheet metal workers, apprentices and/or classified 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, 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, improving 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), nine cents (\$.09) per hour worked, on and after the effective date of this Agreement by each employee of the Employer covered by this Agreement. Payments shall be made on or before the 20th day of the succeeding month and shall be remitted to IFUS, 4201 Lafayette Center Drive, Chantilly, VA 20151-1209, or for the purpose of transmittal, through Sheet Metal and Roofing Contractors Association of West Virginia, P O Box 1402, Parkersburg, West Virginia 26101.

(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(d) 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 result 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-Chairman of the National Joint Adjustment Board. The Arbitrator shall be authorized to impose any remedial order he deems appropriate for violation of this Section, including termination of the Employer's obligation to contribute to the IFUS. The authority of the Arbitrator is expressly limited to a determination of a deadlocked issue under this Section, (Section 12, Article VIII), and no other.

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

(b) The Employer shall pay the Sheet Metal and Roofing Contractors Association of West Virginia, P O Box 1402, Parkersburg, WV 25101, (hereinafter referred to as the Local Industry Fund, up to seven cents (\$0.07) per hour for each hour worked on or after the effective date of this Agreement, by each employee of the Employer covered by this Agreement. Payment shall be made monthly on or before the 20th day of the succeeding month.

(c) The Local Industry Fund shall furnish to the Business Manager of the Union, not less often than semi-annually, written reports describing in reasonable detail the nature of activities in which it is engaged or which it supports directly or indirectly with any of its funds. One time per year, the Local Industry Fund shall include in such written report, a statement attested to by a Certified Public Accountant and containing its balance sheet and detailed statement of receipts and disbursements. Further specific detailed information in regard to 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 violations 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 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. Payments 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 _____.

Effective as of the date of this Agreement, the Employers will contribute to the National Energy Management Institute Committee (NEMIC), a jointly administered Trust Fund, and three cents (\$0.03) per hour for each hour worked by each employee of the Employer covered by this Agreement. Payments 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 _____.

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. Payments 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 the purposes of collection and transmittal through _____.

The parties agree to be bound by the separate Agreement 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 Agreement.

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 five (5) 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. (See Addendum H, page).

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. (See Addendum H, page)

(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 twelve (12) consecutive months. (See Addendum H, page).

ARTICLE IX TOOLS

SECTION 1: All journeymen, apprentices, and classified 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 (See Addendum I, page).

SECTION 2: Journeymen, apprentices, 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 GRIEVANCE AND ARBITRATION PROCEDURE

The Union and the Employer, whether party to this Agreement independently or as a member of a Multi-Employer Bargaining Unit, agree to utilize and be bound by this Article.

SECTION 1: Grievances of the Employer or the Union, arising out of interpretation or enforcement of this Agreement, shall be settled between the Employer directly involved and the duly authorized representative of the Union, if possible. Both parties may participate in conference 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 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.

Notices 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 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-Chairmen of the National Joint Adjustment Board and one (1) representative appointed by the Management Co-Chairmen 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-Chairman 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, shall 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 damage 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 legal 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 cost and attorney's fees in addition to such other relief as is directed by the courts. Any party that unsuccessfully challenges the validity of an award in a legal proceeding shall also be liable for the costs and attorneys' fees of the opposing parties in the legal proceedings.

SECTION 7: Failure to exercise the right of appeal at any step therefore 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 the Article. Except in case of deadlock, the decision of the National Joint Adjustment Board shall be final and binding.

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 Dr

Chantilly VA 20151-1219

Section 8. 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 9: In administering and conducting dispute resolution activities under the arbitration procedures of the Standard Form of Union Agreement, the National Joint Adjustment Board, the Sheet Metal Workers' International Association, the Sheet Metal and Air Conditioning Contractors' National Association, Inc. and their representatives, are functioning as arbitrators and not as the representative of any entity that is party to such dispute. Therefore, they shall enjoy all the rights, privileges, and immunities afforded to arbitrators under applicable law.

ARTICLE XI APPRENTICES

SECTION 1: All duly qualified apprentices shall be under the supervision and control of a Joint Apprenticeship and Training Committee composed of eight (8) members, four (4) of whom shall be selected by the Employer, and four (4) 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.

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 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 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 to two (2) journeymen (up to twenty (20) journeymen) regularly employed throughout the year, and a ratio of one (1) apprentice to three (3) journeymen thereafter (with a maximum of twenty (20) apprentices). Provided, however, an Employer will not be entitled to a new apprentice if the Employer has an apprentice on layoff for lack of work.

(a) All applications of contractors for an apprentice shall be submitted to the local Committee.

SECTION 5: All applicants for apprenticeship shall be at least eighteen (18) years of age and each apprentice 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. Fifth (5th) year apprentices will count in the ratio as a journeyman when applying for additional apprentices.

SECTION 6: A graduated wage scale (See Addendum T, page), based on the journeyman wage rate, shall be established for apprentices. The scale may vary based on local market conditions and recruiting requirements.

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 check off 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 work force and agree to undertake those measures available to them to encourage continuing training for sheet metal journeymen.

Wage increases will be determined by the percentage increase as defined in the Standard Form of Union Agreement and by the Joint Apprenticeship Committee of Local Union No. 33, Parkersburg District. Such percentage will be computed on taxable wage. All fringes will be added after wage has been computed.

Advancement will be determined by hours worked and hours of schooling set by the Apprenticeship Committee.

The contractor agrees to make his selection of apprentices through the West Virginia Sheet Metal Workers Joint Apprenticeship Training Program.

SECTION 10: Continuous Improvement Program:

a) The parties hereto agree to establish a testing or training program which will reduce the employee hiring cost to the Employer.

If the Union cannot furnish men for this type of work, the Contractor is free to use any other source of labor supply.

b) The Union shall cause to have the journeymen update their training and skills to accomplish any and all types of work that come up for the sheet metal contractor.

**ARTICLE XII
CLASSIFIED WORKERS**

SECTION 1: Classified workers may be employed in the following ratios (See Addendum F, page) in conjunction with Parkersburg District journeymen:

Classified workers may perform any work covered by Article I, of which they are capable and will work under the general direction of a journeyman. The wage rate for classified workers will be (See Addendum F, page).

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 Employers may directly hire such employee(s), and refer them to the Union.

**ARTICLE XIII
LABOR RELATIONS**

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 XIV
NON-DISCRIMINATION**

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

ARTICLE XV
EXPIRATION - TERMINATION OF AGREEMENT

SECTION 1: This Agreement and any Addendums or Memorandums of Understanding attached hereto shall become effective on the 1st day of June, 2011 and remain in full force and effect through the 31st day of May, 2014 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 conference relating thereto have been terminated by either party.

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.

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 association, 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 the 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 the Sheet Metal and Roofing Contractors Association of West Virginia, 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 Associations and the Union at least 150 days prior to the then current expiration date of this Agreement.

ADDENDUM TO THE STANDARD FORM OF UNION AGREEMENT

**ADDENDUM A
HOURS OF WORK/WORK WEEK**

SECTION 1: The working day shall be defined as any eight (8) consecutive hours between 6:00 a.m. and 5:00 p.m. which includes a one-half (½) hour regular scheduled lunch break.

SECTION 2: "A work week may consist of four (4) ten hour days between Monday and Friday, which may be required on any particular project or which may be arranged by mutual agreement between Employer/employee". When weather conditions warrant Friday may be used as a make-up day, paid at straight time. This make-up day is on a voluntary basis. No make up day will be less than the scheduled ten hour day, however, if the work day is shortened due to weather conditions, the employee shall only be compensated for hours actually worked.

Any hours worked on the make-up day that exceed forty (40) hours, shall be compensated at time and one-half.

SECTION 3: A total of four (4) hours before or after regular eight (8) hours and eight (8) hours on Saturday will be paid one and one-half (1½) times the regular hourly rate. All other hours, Monday through Saturday, Sunday and Holidays will be paid two (2) times the regular hourly rate.

SECTION 4: If the Holiday falls on Sunday, Monday shall be observed. If it falls on a Saturday, Saturday shall be observed.

SECTION 5: Please note: Veterans Day, and/or Good Friday, by giving notice to his Employer three (3) days prior to the Holiday, any employee covered by this Agreement may absent himself from work on either Veterans Day or Good Friday without prejudice.

SECTION 6: Since Local Union No. 33 - Parkersburg District covers other building trades areas and for the best interest of Contractors and Unions, said Holidays mentioned in Section 1 of this Article will be celebrated the same dates as building trade areas covered, however, Contractors who aren't affected in another building trades jurisdiction will celebrate Holidays as per Section 1 of this Article.

ADDENDUM B
FOREMAN

SECTION 1 - GENERAL FOREMAN shall be required on all jobs employing fifteen (15) or more journeymen sheet metal workers. He shall work in a supervisory capacity and receive two dollars and twenty-five cents (\$2.25) per hour above the wage scale and also be a member of good standing in the Sheet Metal Workers' International Association.

The General Foreman/Foreman/Leadsman by virtue of his title shall have the following duties:

1. Supervise and direct the work
2. Maintain an adequate stock of materials and supplies.
3. See that company rules, regulations and policies are carried out.
4. Maintain quality installations.
5. Inspect all machinery and equipment and ascertain their safety and productive condition.
6. Give and carry through effective orders
7. Maintain adequate inspections
8. Maintain good working conditions and relations for and with working force and Employer and it shall be their responsibility to assure that all company tools, equipment and materials are properly stored and secured prior to quitting time.

SECTION 2 - FOREMAN:

(a) In any shop or job within jurisdiction of this Local Union where there are four (4) employees employed, one (1) of these men shall be a Foreman. With each additional ten (10) men employed thereafter an additional Foreman shall be appointed. These Foreman shall receive not less than two dollars (\$2.00) per hour more than the hourly rate of wages paid a journeyman and they are to be members in good standing in the Sheet Metal Workers' International Association.

(b) When two (2) or more men are obtained from the Hall by a contractor to work on a particular job alone, one (1) of these men shall be designated as a Foreman. With each additional ten (10) men employed thereafter an additional Foreman shall be appointed. These Foremen shall receive two dollars (\$2.00) per hour above journeyman scale.

SECTION 3 - LEADSMAN: A Leadsman will be required when two (2) journeymen are working together outside of the shop. A Leadsman will also be required in a three (3) man crew regardless of its journeyman to apprentice ratio. He will receive one dollar and twenty-five cents (\$1.25) above the wage scale.

**ADDENDUM C
FREE ZONE - MILEAGE - EXPENSES**

SECTION 1: Travel outside the Parkersburg District, which includes the Parkersburg and North Central contractual areas:

(a) Employees driving or riding in the Employer's conveyance, before starting time and after quitting time, employees driving or riding in the Employer's conveyances or driving or riding in his personal conveyance after leaving his contractual area shall be considered working and shall be compensated as follows:

(b) The rate for driving or riding shall be nine dollars and seventy-five cents (\$9.75) per hour for all driving time and shall be paid for at time and one half (1½) for such time as is outside of the regular eight (8) hour day Monday through Friday, or for such time spent driving on Saturday, Sundays, and holidays, when applicable. This would equate to fourteen dollars and sixty-three cents (\$14.63) per hour.

(c) This compensation, as outlined in these Sections, shall be paid to each individual on a round trip basis and shall be computed separately from his pay. It is understood that the compensation mentioned in all Sections shall be paid for each full working day or fraction thereof, spent in the area of the job and shall be paid to each individual employed on the job as accounted for on the employees' time sheet.

(d) Any employee traveling out of the jurisdiction of Local Union No. 33 Parkersburg/North Central contractual area and required by the Employer to remain overnight on a weekly basis shall be paid, in addition to the aforementioned schedule, all necessary room, board and expenses on a seven (7) day basis while employed in that area.

(e) Any employee riding or driving in his personal conveyance, when leaving his contractual area or out of the jurisdiction of Local Union No. 33, shall also be compensated at the rate established by the IRS, which is presently at fifty five and one-half cents (55.5) per mile for all miles driven to and from the job site using the shortest distance from where the employee leaves his home contractual jurisdiction of Local Union No. 33.

SECTION 2: Travel within Parkersburg District, which includes the Parkersburg and North Central contractual area:

(a) A fifty (50) mile free zone exists around a contractor's shop that is signatory to the Parkersburg District Bargaining Agreement.

(b) When a contractor assigns men to a job site(s) and provides all necessary transportation and when employees are requested to report to shop, employees shall arrive at shop in time to reach job site at starting time. The driver will receive eight dollars and fifty cents (\$8.50) per hour at one and one-half (1½) times. This would equate to twelve dollars and seventy-five cents (\$12.75) per hour from the time he arrives at the shop.

(c) If employee provides his own transportation to the site, his free zone will be computed from his residence or the shop, whichever is less. Employee will be reimbursed at the rate established by the IRS, which is presently fifty five and one-half (55.5) per mile outside free zone.

(d) All contractor(s) free zone and mileage will be computed from the applicable referral point.

(e) When local contractor assigns men to a job site forty (40) miles outside the applicable free zone or in an area where back and forth travel is inappropriate due to road conditions or job conditions and the employee has to stay overnight, room, board and living expenses minimum of forty dollars (\$40.00) per day or actual reasonable living expense, will be paid.

(f) All contractors, when requesting men, the free zone will be computed from the applicable referral point. When the job exists ninety (90) miles from the District office, room, board and living expenses will be forty dollars (\$40.00) per day or actual reasonable living expense will be paid.

(g) If a contractor does not have a shop within Parkersburg District's geographical area, all mileage, expenses, shall be calculated using 4601-A Camden Avenue, Parkersburg, West Virginia 26101, as the starting point.

**ADDENDUM D
SHIFT WORK - SHOP AND FIELD**

SECTION 1: Shift Work: The Employer, where it is found necessary may organize his operations on a "shift basis". In shift operations, the following schedule and compensation shall apply:

(a) Eight (8) hours shall constitute a day's work between the hours of 6:00 a.m. and 5:00 p.m. In the event the Employer operates more than one shift, it shall be known as the first shift. Such shift shall have one-half ($\frac{1}{2}$) hour for lunch. A mutually agreed to starting time may be established prior to commencement of the project.

(b) When two (2) or more shifts are required, the second shift shall be between the hours of 3:30 p.m. and 1:00 a.m. and receive fifteen (15%) percent above the hourly rate for each hour of pay.

(c) In the event it becomes necessary to work a third shift, the parties will negotiate a schedule of such shifts. Employees working such shift work will receive fifteen (15%) percent above the hourly rate for each hour of pay.

(d) When the Contractor is requested to perform work under the provisions contained in this Section, it shall be the responsibility of the Contractor to notify the office of Sheet Metal Workers' Local Union No. 33, Parkersburg District immediately.

(e) When, for reasons beyond the control of the Employer, on any project where special shift off hours are by customer request, and the work cannot be performed during regular established working hours, the rate of pay shall be fifteen (15%) percent above the established hourly wage rate.

ADDENDUM E APPRENTICES

SECTION 1: In the event an apprentice may be laid off or dismissed for any reason, said Employer will provide the reason in writing to the JATC.

(a) An unemployed apprentice will be hired in order of layoff dates i.e., first one laid off, first one hired in numerical order. This will cover all indentured apprentices to their assigned shops.

(b) When an apprentice must be laid off, the least senior apprentice will be the first to be laid off.

(c) Before an apprentice is hired, his/her former Employer will be notified and give approval before he/she is placed with another contractor. Original Employer can hire back apprentice with reasonable notice to the other contractor.

(d) Any registered apprentice who has been laid off will be reassigned before any new apprentices or classified workers are employed. The registration agency shall be notified of all

apprentice actions, such as quits, cancellations, and completions, but not transfers.

(e) No classified worker and/or industrial worker shall displace an apprentice in the field.

SECTION 2: When apprentices are asked to lead a crew because there is a shortage of supervisory personnel and he/she is capable and willing to take the responsibility, the apprentice will receive appropriate journeymen rate. From time to time, the Employer may ask an apprentice to simply lead the crew for a short period of time (not to exceed one work week at their existing apprentice scale) to improve his foreman's skill as part of their on the job training.

JOB SITE APPRENTICE MANNING TABLE

1 Journeyman	=	1 Apprentice
2 Journeymen	=	1 Apprentice
2 Journeymen	=	2 Apprentices
3 Journeymen	=	2 Apprentices
4 Journeymen	=	2 Apprentices
5 Journeymen	=	3 Apprentices
6 Journeymen	=	3 Apprentices
7 Journeymen	=	4 Apprentices
8 Journeymen	=	4 Apprentices
9 Journeymen	=	5 Apprentices
10 Journeymen	=	5 Apprentices
11 Journeymen	=	6 Apprentices
12 Journeymen	=	6 Apprentices
13 Journeymen	=	6 Apprentices
14 Journeymen	=	7 Apprentices
15 Journeymen	=	7 Apprentices
16 Journeymen	=	7 Apprentices
17 Journeymen	=	8 Apprentices
18 Journeymen	=	8 Apprentices
19 Journeymen	=	8 Apprentices

MAINTAINING A THREE (3) JOURNEYMEN TO ONE (1) APPRENTICE RATIO THEREAFTER.

SECTION 3: Fifth year apprentices will count in the ratio as a journeyman when applying for additional apprentices.

SECTION 4: Wage increases will be determined by the percentage increase as defined in the Standard Form of Union Agreement and by the Joint Apprenticeship Committee of Local Union No. 33, Parkersburg District. Such percentage will be computed on taxable wage. All fringes will be added after wage has been computed.

Advancement will be determined by hours worked and hours of schooling set by the Apprenticeship Committee.

The contractor agrees to make his selection of apprentices through the West Virginia Sheet Metal Joint Apprenticeship Training Committee.

The Employer agrees to pay two hundred dollars (\$200.00) a week for up to three weeks per year, for the cost of the Health and Welfare program for all first year apprentices while the apprentices are attending classes mandated by the Joint Apprentice Training Committee.

SECTION 5: Contributions to the National Pension shall be made on all apprentices equal to the amount of the corresponding percentages of the Building Trades Rate. These graduated rates shall apply to all current first year apprentice moving forward. The graduated rate shall not apply to any current second (2nd) through fifth (5th) year apprentices.

ADDENDUM F CLASSIFIED WORKERS

Thirty five (35%) percent of the taxable hourly journeyman wage rate. Classified workers shall serve a ninety (90) day probationary period of employment during which no fringe benefits shall be paid thereafter, they shall be covered by the Local Health and Welfare Plan. Pension Contributions shall be two dollars and thirty-nine cents (\$2.39) per hour worked and payments to SASMI shall also be required.

One (1) classified worker or apprentice for each two (2) journeymen employed up to six (6) journeymen, may be employed on all work with a ratio of one (1) classified worker or apprentice to three (3) journeymen employed thereafter.

Example: 1 classified worker or apprentice - 2 journeymen
2 classified worker or apprentice - 4 journeymen
3 classified worker or apprentice - 6 journeymen
4 classified worker or apprentice - 9 journeymen
5 classified worker or apprentice - 12 journeymen

SECTION 1: If conditions exist that the classified worker be compensated at the journeyman's rate of pay and fringes, he will be compensated as per the journeyman's wage sheet.

ANNUITY FUND: After one (1) year of employment, the Employer agrees in addition to wages contained in this Agreement to contribute the

amount of one dollar (\$1.00) per hour for each hour worked to all employees covered by this Agreement

**ADDENDUM G
CONTRACT CONDITIONS AND WAGE RATES**

SECTION 1: To be considered a Union Contractor, the Employer must have executed an Agreement with the Union, or an acceptance of the Agreement, or be covered by this Agreement by virtue of membership in the Sheet Metal Contractors Association of West Virginia.

Before the Union will enter into an Agreement with any Employer, the Employer shall:

(a) Notify the Union of his intention to open and operate a sheet metal shop and to engage in the business as a sheet metal contractor.

(b) Have an established and permanent business address or location.

SECTION 2:

(a) Give employment to not less than one (1) journeyman sheet metal worker.

(b) The Union shall notify the Sheet Metal Contractors' Association of all signatory contractors to the collective bargaining agreement.

(c) If the Union enters into any Agreement with any party performing work covered by terms of this Agreement and that Agreement provides for more favorable wage, hours or conditions to any other signatory Employer, the Employer, the Employers signatory hereto, after sending written notice of such intention, shall be afforded the privilege to adopt such advantages, terms and conditions, and wage sheets. (Wage Sheet Addendums pages).

**ADDENDUM H
BONDING/BENEFIT LANGUAGE**

SECTION 1 GENERAL:

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

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

PLEASE NOTE: ALL FUNDS ARE PAID BASED ON HOURS WORKED UNLESS OTHERWISE NOTED.

- a) Tri-County Health and Welfare
- b) National Pension Fund
- c) International Trust Institute
- d) SASMI*
- e) NEMI
- f) Local Apprentice Fund
- g) Local Industry Fund
- h) SMOHIT
- i) SMWISF
- j) IFUS
- k) Annuity Fund
- l) Assessments
- m) PMCA
- n) Savings Plan
- o) LMCC
- p) JATC Building Fund

* See Section 2(d) for SASMI computation

All participating employers who are party to and bound by this agreement acknowledge, accept and agree to be bound by the Plan and Plan Documents of each of said Employee Benefit Plans. The Participating Employer acknowledge and agree that copies of the Trust Agreements, Plans and Plan Documents have been made available to them at the respective Fund Offices for their review and inspection prior to the execution of this Agreement and shall be available to them during the term of this Agreement.

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

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

by the Association, in accordance with the provisions of the Trust Agreement.

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

a) TRI-COUNTY HEALTH & WELFARE FUND: The Employer agrees in addition to wages contained in this Agreement to contribute the amount of six dollars and twenty cents (\$6.20) per hour for each hour worked by all employees covered by this Agreement. (Subject to change)

b) PENSION FUND: This Section pertains to the Employer's obligation to contribute to the Sheet Metal Workers' National Pension Fund ("NPF" or "Fund"), and is intended to implement the additional funding rules under the Employee Retirement Income Security Act of 1974, as amended, that apply to the NPF because its actuary has certified that it is in Critical Status.

The Employer will contribute to the NPF the amounts as set forth in this Agreement per hour for each hour of Covered Employment by an Employee of the Employer. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted to the NPF office as designated by the Fund Trustees. The Parties agree to be bound by the terms of the plan and trust documents governing the NPF, including the Rehabilitation Plan or any Funding Improvement Plan, as well as schedules and amendments to the foregoing.

The Parties have adopted the NPF's Alternative Schedule and agree to contribute consistent with the Contribution Rate requirements, including required increases set forth below or in the Alternative Schedule. The Alternative Schedule is incorporated by reference into this Agreement. For each year during the term of this Agreement, the Employer's NPF Contribution Rate will be increased the first full week in June of each such year and in the amount required for such year in the Alternative Schedule.

The Employer agrees in addition to wages contained in this Agreement to contribute the amount of nine dollars and fifty-nine cents (\$9.59) per hour for each hour worked by all employees covered by this Agreement. (Subject to change).

c) INTERNATIONAL TRAINING INSTITUTE: Twelve cents (\$0.12) for hours worked by each employee of the Employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees

of the Fund, for purposes of collection and transmitted through Benefit Funds Office.

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

e) NEMI: Three cents (\$0.03) for each hour worked by each employee of the Employer covered by this Agreement. Payments 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 Benefit Fund Office. (Name of local transmittal office)

f) LOCAL APPRENTICE FUND: Thirty cents (\$0.30) per hour for each hour an employee works. (Subject to change).

g) LOCAL INDUSTRY FUND: It is agreed between the parties that as a condition of employment, the Employer shall contribute up to seven cents (\$0.07) for each hour worked for all employees covered by this Agreement to the Sheet Metal and Roofing Contractors Association of West Virginia. The contribution rate as of 6/01/2011, is six cents (\$0.06) per hour for each hour worked by Sheet Metal and Roofing Contractors Association of West Virginia. If the contractor does not make this contribution, in lieu of it, he must contribute an additional six cents (\$0.06) to the Local Apprentice Fund.

The Employer and the Union agree to and approve the establishment of a program to promote the common good for the construction industry by providing financial support for activities which may include, but not necessarily be restricted to, the study and service of:

- 1) Negotiations for and administration of labor
- 2) Public relations
- 3) Public Education as pertaining to construction
- 4) Jointly Administered Trusts
- 5) Education and Training for the benefit of the construction industry and its employees
- 6) Personnel practices and labor relations

7) Collection and distribution of information from and to all segments of the construction industry and related groups or authorities.

8) There is specifically excluded from the purpose of the Labor Relations Division the right to use any of its funds for lobbying in support of anti labor legislation and/or to subsidize contractors during a period or periods of work stoppages or strikes.

h) **SMOHIT:** Two cents (\$0.02) per hour for each hour worked by each employee of the Employer covered by this Agreement until the Institute Trustees determines 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

(Name of transmittal office)

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

j) **IFUS:** The Employer shall contribute for each journeyman sheet metal worker and apprentice, nine cents (\$0.09) per hour worked (effective 6/1/2011), for the continued operation of the Sheet Metal Industry National Promotion Fund, which fund is to be administered by the Employers in accordance with federal and state laws pertaining to Industry Promotion Funds. If the contractor does not make this contribution, in lieu of it, he must contribute an additional nine cents (\$0.09) to the Local Apprentice Fund.

k) **SHEET METAL WORKERS LOCAL 33 PROFIT SHARING ANNUITY PLAN ("Annuity Fund").** The Employer agrees to pay one dollar (\$1.00) per hour worked, which sum or sums shall be paid each month into the Annuity Fund by the Employer not later than the 20th day of the following month. The Fund is to be jointly administered by the Trustees of the Annuity Fund as provided for in the Trust Agreement covering the subject matter. All Employer contributions into the Annuity Fund will be made on an hourly basis based upon hours worked. The contribution rate for apprentices shall be as provided for in Article XI and Addendum T of the Collective Bargaining Agreement, regardless of seniority.

l) The Employer will remit all applicable dues and assessments based on all hours worked.

The parties agree to be bound by separate Agreements and Declarations of Trust 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 separate Agreements and Declaration of Trust 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 and 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.

m) PMCA: Drug and Education Program. The contractors agree to remit ten cents (\$.10) for each hour worked for the Drug and Education Program of the P.M.C.A. (Subject to change)

n) SAVINGS PLAN: The Employer agrees in addition to wages contained in this Agreement to deduct the amount of one dollar (\$1.00) per hour for each hour worked to all journeymen covered by this Agreement, subject to change.

Members shall only be able to withdraw funds from the Savings Plan during the first week in June and during the first week in December.

This deduction is to be included and submitted on the current Local Union reporting forms.

o) Sheet Metal Workers' Parkersburg District Labor Management Cooperation Committee, Inc. (SMWPDLMCC): Four cents (\$.04) per hour for each hour an employee works (two cents \$.02) from the contractor and two cents (\$.02) from the Union.

1. Parkersburg District apprentices may receive a per diem set by the SMWPDLMCC plus a health & welfare contribution based on forty (40) hours at the currently hourly rate for the week that the apprentice is attending their regular scheduled apprenticeship classes.
2. The per diem and/or health & welfare contribution as outlined in Section 1 above shall be funded through the Sheet Metal Workers' Parkersburg District Labor Management Cooperation Committee, Inc.

p) JATC BUILDING FUND: The Parties have agreed to expanding the existing JATC building located in Parkersburg, WV. Upon agreement by the four (4) respective areas to fund the expansion, the Contractors shall contribute five cents (\$.05) per hour and the Union shall contribute five cents (\$.05) per hour into a building fund to facilitate such expansion.

SECTION 2 REPORTING FORMS:

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

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

3) **Prevailing Wage Surveys:** The Employer also agrees to furnish completed forms as required by the State or Federal Department of Labor for purposes of prevailing wage surveys by county. Occasional or out-of-town contractors shall complete and submit to the Union said forms immediately upon start of a job within the bounds of Local Union No. 33.

SECTION 3: TIME OF PAYMENT OF CONTRIBUTION: 1) All participating Employers shall remit all fringe benefit amounts due and owing on or before the fringe benefit payment date, which is hereby established as the 20th of each calendar month (or the first business day thereafter, if the 20th day of the month is not a business day), for all hours in the prior calendar month. If the Participating Employer remits his payment by mail and the envelope is posted with a postage stamp, if the stamp is canceled by the U.S. Postal Service on or before the 20th day of the month (or the first business day thereafter if the 20th day of the month is not a business day), it shall be deemed to have been paid timely, regardless of the date of the actual receipt. If the Participating Employer remits his payments by mail and his envelope is posted with an office postage meter, the payment must be received by the 20th day of the month (or the first business day thereafter if the 20th day of the month is not a business day) to be deemed paid timely. If the Participating Employer causes the fringe benefit payments to be delivered to the Union office, it shall be stamped as to the date and time of receipt, and if it is stamped by the Union office or postmarked on or before the 20th day of the month (or business day), it shall be deemed paid timely.

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

3) If a Participating Employer has not remitted the total fringe benefit and payroll deductions due and owing to any Plan or Fund collected by the Sheet Metal Workers' International Association, Local Union No. 33 Parkersburg District and filed the official reporting forms by the fringe benefit payment date as aforesaid, the said Employer shall be liable to the Trustees of each Employee Benefit Plan as to which the said Employer is in default for liquidated damages in such amount as shall be established by the Trustees of each Plan by a promulgating of Rules and Regulations, in accordance with the Trust Agreements. The Trustees shall notify all Participating Employers of all promulgations of Rules and Regulations establishing and revising the liquidated damage of charges and any terms, conditions and provisions thereof in advance of the enforcement thereof; but by acceptance and participation in these promulgations on and after their effective dates.

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

5) The contributions for the above plans shall be paid to Sheet Metal Workers' Local No. 33, P.O. Box 636945, Cincinnati, OH 45263-6945 with the exception of SASMI, which should be paid to Sheet Metal Workers' National Benefit Funds Parkersburg, WV, P.O. Box 79321, Baltimore, MD 21279.

SECTION 4 EMPLOYERS DELINQUENCY CONTROL:

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

2) All Employers shall furnish evidence of bonding by an insurance company in the amount of fifteen thousand dollars (\$15,000.00) at the office of the Sheet Metal Workers' International Association, Local Union No. 33 - Parkersburg District to assure prompt payment by the Employers to said fringe funds. Health and Welfare, Pension and other funds as required by this Agreement. Such bond shall be issued exclusively for the purpose of securing payment of said fringe benefits. Those Employers employing three (3) to five (5) men shall be required to furnish a twenty thousand dollar (\$20,000.00) bond. Those Employers employing six (6) to ten (10) men shall be required to furnish a thirty-five thousand dollar (\$35,000.00) bond. Those Employers employing eleven (11) to fourteen (14) men shall be required to furnish a fifty thousand dollar (\$50,000.00) bond. Those Employers employing fifteen (15) men shall be required to furnish a seventy thousand dollar (\$70,000.00) bond, and shall also be required to furnish an additional fifteen thousand dollar (\$15,000.00) bond for each additional five (5) men in excess of fifteen (15) men, provided however, that those Employers who have employed members of the Union during the preceding twenty-four (24) month period and who have made all of the payments aforementioned without default, are hereby exempt from furnishing a bond, until such time as they become in default. Upon becoming in default, an Employer will be required to furnish a bond which will be released at the expiration of the first twenty-four (24) month period during which there has been no default. Any Employer who has provided written notification to Local No. 33 Parkersburg District that he has ceased employment within the jurisdiction of this Agreement shall be entitled to a release of the bond ninety (90) days after payment of the aforementioned payments.

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

4) Right to Work stoppage and payment of waiting time:

Upon five (5) days notice in writing by certified mail to the Employer given by the Union that he is delinquent in any contributions and/or deductions under this Agreement and, citing all penalties, that his men will be withdrawn in order to enforce the payment of contributions and/or deductions due under this Agreement.

This remedy shall be in addition to all other remedies available to the Union and the Trustees and may be exercised by the Union, anything in this collective bargaining Agreement to the contrary notwithstanding. Such withdrawal of employees to collect contributions to the Trusts Funds and deductions for the Savings program and Working Dues/Assessments shall not be considered a violation of this Agreement on the part of the Union it shall not be a subject of arbitration. The provisions of this Section shall not be applicable to the collection of contributions to the Labor Relations division of the Builders Exchange for the Employer.

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

SECTION 5 Additional Provisions:

1) In the event that any employee benefit plan provided for in this Agreement paid for by Participating Employers Contributions is reduced or eliminated because of governmental action, the net savings, if any, to said Employer attributable to said governmental action shall be paid to the employee and/or Employers (in reverse order) as wages computed as an increase in the hourly rate of pay. The increase, if any, shall be effective as of the first day the governmental action is effective. Net savings is hereby defined to be the difference between the cost of the Participating Employer's contribution to the funds, and the total cost to the Employer of the governmental program which caused the reduction in or elimination of the program. The Employer agrees that in the event the cost of benefits provided by the National Pension Fund shall be increased as a result of passage of Federal or state legislation mandating changes in funding and vesting requirements, it will increase its contributions in an amount sufficient, in the judgment of an actuary selected by the trustees of the Pension Fund, to maintain at the current level and on a sound actuarial basis all benefits then being provided for present and prospective coerced employees, said

increase in contribution to commence on the first day of the month following the effective date of the aforementioned legislation. Any increase shall be deducted from the total wage package. If all or any part of any fringe benefit (except Industry Fund) is dropped, it shall revert back to wages.

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

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

4) It is acknowledged and agreed by the parties that upon the making of all contributions required of them by this Agreement, Participating Employers shall have no other or further obligation or responsibility to pay for, provide or otherwise fund any fringe benefits; it being the acknowledged intention of all parties that benefits from all employee benefit plans shall be limited to those which can be financed from the respective Trust Funds. The Participating Employers shall not be liable or responsible for the failure of the Trustees to secure, pay or provide the benefits contemplated in the Employee Benefit Plans for any participant or beneficiary.

The obligation of the participating Employers shall be and is hereby expressly limited to the payment of contributions to the Trust Funds and no more, unless otherwise provided by law. If at any time any of the Employee Fringe Benefit Trust Funds shall not be sufficient to pay out and provide all of the benefits provided for in the employee benefit plans, the Trustees shall take such action as may be necessary and desirable in connection with the reduction of the then existing benefits in order that the cost of the benefits shall not be greater than that which can be paid from the Trust Fund. Without limiting the generality of the foregoing, it is expressly acknowledged and agreed that the Participating Employer shall have no responsibility or obligation to increase its contributions to the Trust Fund beyond that otherwise expressly acknowledged, understood and agreed that the Participating Employer does not guarantee any benefits to any participant or beneficiary; the obligation and responsibility of the Participating Employer being expressly limited to its obligation to make agreed contributions into the Trust Fund.

5) In the event that the parties hereto desire to alter the allocation of funds from the overall Economic Wage Package negotiated by the parties and reflected in this agreement, to increase or decrease the amount of money being contributed to any and/or all of the existing Employee Benefit Plans or Deductions they may do so upon the express conditions precedent that:

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

b) The Union shall have the right to make changes for Health and Welfare and Pension contributions and any such change amends this Agreement and becomes effective upon the date requested by the Union, provided the Employer is given a forty five (45) day notice of such change.

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

7) For all employees who perform work covered by this collective bargaining agreement (unit should be specified or readily identifiable) who are participants in the National Pension Fund (the "Fund"), by virtue of work for the Employer or any other Employer, contributions shall begin on the first day of employment, except as otherwise expressly provided below.

In the case of any employee who is employed by the Employer and who performs work for such Employer which is not construction work, the Employer shall not make contributions for such employee during the first sixty (60) days of his employment with the Employer, whether or not such days of employment are consecutive, and such employee shall not become a covered employee in the Fund until the day after the end of such sixty (60) days of employment.

The Employer shall report to the Fund all hours worked by every employee covered by this collective bargaining agreement and remit contributions not later than the twentieth (20th) day of the month following the month in which any covered work is performed. The Employer will provide any and all information about employees working under this agreement, whether Fund participants or not, upon request of the Fund and will otherwise agree to abide by the Fund's Agreement and Declaration of Trust, which is incorporated by reference herein. The Employer agrees to designate truthfully those employees who do not perform construction work, and the Employer

further acknowledges that the Fund intends to rely on such designation for all purposes under the Fund Plan and Trust

OPTIONS

It is hereby understood and agreed by Sheet Metal Workers' International Local Union No. 33 - Parkersburg District and Sheet Metal and Roofing Contractors Association of West Virginia, and any other Contractors or parties not a member of the Associations who may become signatory to this Agreement during the term of its existence, that the members of Local Union No. 33 - Parkersburg District, upon serving forty five (45) days written notice, shall have the options of putting all or any amount of the negotiated wage called for into the established plans. Furthermore, if at any time during the life of this contract, the Health and Welfare Trustees and/or the Joint Apprenticeship and Training Committee declare it necessary that additional or less monies be considered, the decision will be referred to the Rank and File Membership for approval.

ADDENDUM I WORKING CONDITIONS

SECTION 1: From May through November, ice water or cooling water fountain must be provided in a sanitary container and drinking water must be provided at all times throughout the year.

SECTION 2: Any and all equipment must be safe to work on and use.

SECTION 3: There shall be two (2) smoke breaks, ten (10) minutes in the morning and ten (10) minutes in the afternoon when work is in areas where regular smoking is not allowed.

SECTION 4: Journeymen and apprentices will be granted cafeteria privileges for carry out at regular meal time and emergency overtime work.

SECTION 5: All contractors who have work in the jurisdiction of Local Union No. 33 - Parkersburg District will have all employees covered by West Virginia and Ohio State Compensation and shall furnish evidence in sufficient amount and content of such protection to the Union within ten (10) days of such coverage.

SECTION 6: On any job within the jurisdiction where journeymen and apprentices leave their tools from day to day, the Contractor will provide storage space and be responsible for such tools. Contractors will not be held liable for employees that are negligent and who do not use storage space provided by the Contractors.

SECTION 7: Sanitary facilities and a suitable change room with facilities for washing must be supplied and maintained in shops and on jobs, when necessary.

SECTION 8: Where protective equipment is required for the safety for the journeymen and apprentices, the Contractor will supply to the men for their use: welding gloves, welding helmets, burning goggles, safety glasses or goggles, welding jackets, or sleeves, sufficient to normally protect personal clothing, and on job sites where extremely harsh environments occur, such as carbon black plants, acid tank, etc. exists, the Employer will also supply appropriate coveralls. Safety glasses and gloves will be provided by the employee when first going to work in a shop or on a job site; subsequent gloves will be furnished to the employees by an Employer on an exchange basis. Company property will be returned at termination of employment before final pay. When safety shoes are required, they shall be provided by the employee.

SECTION 9: Tool List: Building trades journeymen and apprentices will be required to furnish at least the following hand tools:

- 1) 6 foot folding rule
- 2) straight snips
- 3) combination square with 12" level
- 4) crescent or open end wrench
- 5) prick punch, cold chisel
- 6) 2 pair aviation snips, right and left
- 7) dolly bar
- 8) hammers
- 9) vice grips
- 10) dividers
- 11) center punch
- 12) pliers and tongs
- 13) screw drivers
- 14) tool box
- 15) drift pin
- 16) scratch awl
- 17) hack saw frame
- 18) 12 foot tape

SECTION 10: When employees work on stainless steel and such work damages employee's tools, contractors will provide such tools or replace tools on an exchange basis, if project is of one week duration or more.

SECTION 11: Jack legging Mechanics: No journeyman or mechanics holding journeyman cards in Local Union No. 33 - Parkersburg District shall be permitted to accept work on his own, solicit work for himself to be done on regular or off time hours, or sell his labor to the public as direct Contractor of the trade, unless he

holds an Agreement with Local Union No. 33 - Parkersburg District as a local contractor.

SECTION 12: When contractors, who come from the jurisdiction of another Local Union and request men from the hall on the available for work list by specific names, these men must have worked for that contractor during the previous twelve (12) months.

SECTION 13: The parties agree there will be no discrimination because of age at the time of hire or layoffs, which is in compliance with the Equal Employment Laws.

SECTION 14: Hazardous Work.

A) Any and all swinging scaffold work must be paid thirty-five cents (\$0.35) above the scale per hour. All swing scaffolds shall have a ground man or otherwise a man who is not on the scaffold or pick to handle material if required by job site conditions. When raising or lowering swinging scaffold or pick, two (2) men shall be required, plus ground man if required by job site conditions.

B) Men working off steel twenty-five (25) feet or higher shall be paid thirty-five cents (\$0.35) more than the regular scale. This rate does not apply to roof decking.

C) Premium rate does not apply to steel or wood scaffolding, regardless of height.

D) Hot furnace or boilers, where repair or new work is in progress around tanks, boiler ovens, fryers in glass plants, etc., where other trades are working on the same job as sheet metal workers and working conditions are such that double time or premium wages of the other trades are more favorable than those covering sheet metal workers shall be paid in accordance to the trade having the most favorable conditions. This requirement is only in effect if the tank, boiler, etc., is in a lighted or hot condition at the time the sheet metal workers are employed on the job.

E) When repair on new work is required on items covered in (D) and sheet metal workers are the only trade required to perform this work, regular time will prevail at the regular rate of pay.

F) Where heat is above 1200 F, workmen will be given rest periods as agreed by the management and labor concerned.

G) A minimum of two (2) men shall be employed on work covered by (D) as a safety precaution.

H) No employee shall be exposed to hazardous working conditions without the utmost precautions being taken, nor shall any journeyman

or apprentice perform work in a manner that will endanger his or his fellow workman's life or health.

I) Safety codes, as established by the State in which the work is being done and/or the Safety Code set by O.S.H.A., shall be considered a minimum.

(J) SAFETY TRAINING/EDUCATION AS OSHA REQUIRES TO KEEP ALL PERSONNEL UPDATED FOR NO COMPENSATION.

SECTION 15: Drafting. Any person employed in the shop or office for the purposes of drafting or taking off jobs shall be a member of Local Union No. 33 - Parkersburg District and receive seventy-five cents (\$0.75) above the regular hourly wage scale.

SECTION 16: Joint Committee: Union and contractors agree to set up a joint committee of Union and contractors representatives for the purpose of studying and hopefully solving problems of mutual interest for the good of the sheet metal industry. Meetings may be called by either party.

SECTION 17: Local Union No. 33 preference: When it becomes necessary to man a job with members from other localities, it shall be understood that in laying off men, members of Parkersburg District Local Union No. 33, who have residence in the counties of Barbour, Calhoun, Doddridge, Gilmer, Harrison, Jackson, Lewis, Marion, Monongalia, Pendleton, Pleasants, Pocahontas, Preston, Randolph, Ritchie, Roane, Taylor, Tucker, Tyler, Upshur, Webster, Wetzel, Wirt and Wood Counties of West Virginia and Washington County, Ohio, shall have preference for maintenance of their jobs and be the last to be laid off from the job.

Section 18: Resident Worker. When residents of Sheet Metal Workers Local 33 are unemployed, an Employer will replace any non-resident employee with an unemployed resident provided the unemployed resident has the equivalent job skills. The Employer will lay off the non-resident employee upon a request by an unemployed resident. Resident employees shall be defined as an individual who has a permanent residence in the territorial jurisdiction of Sheet Metal Workers Local 33.

Section 19: Parking. Where free parking is not available, the Employer will reimburse an employee a cost not to exceed five dollars (\$5.00) per day for parking upon presentation of his/her receipt and shall be paid on the next scheduled pay period.

**ADDENDUM J
STEWARD**

SECTION 1: On all jobs there may be a Steward appointed by the Business Manager or his representative of Local Union No. 33 - Parkersburg District. The Steward shall be a working employee, who shall in addition to his work as a sheet metal worker, be given time to carry out his Union responsibilities.

SECTION 2: The Union, in all cases, will notify the Company of said appointments by phone within twenty four (24) hours and confirm in writing within seventy two (72) hours.

SECTION 3: The Steward shall be the next to the last journeyman on the job provided he can do the work at hand, or unless discharged for just cause.

The termination of a Steward shall be by mutual agreement between the Business Manager or Business Representative and the Employer or his representative. If mutual agreement is not reached and the Steward is terminated, the Union has the right to demand immediate Joint Adjustment Board Hearing within twenty-four (24) hours.

SECTION 4: The job or shop Steward shall not be discriminated against in any manner by the Employer because of his performing the duties of a shop or job Steward or because of his activities on behalf of Local Union No. 33 - Parkersburg District. In the event a job or shop Steward claims he has been discriminated against, he shall have recourse to the grievance provisions of Article X of Standard Form of Union Agreement.

SECTION 5: The job or shop Stewards shall report to the union office all requests of the Employer for overtime work and the names of the journeymen and apprentices working overtime, and be asked to work if qualified and be familiar with the job and if additional men are needed. The Steward will designate a journeyman to act as Steward in his absence.

SECTION 6: It is further understood and agreed that the Business Manager of Local Union No. 33 - Parkersburg District or his duly authorized representative, shall have access to any shop or to any job site where employees covered by this Agreement are employed after reporting to the Employer and he is covered by the Union's Workman's Compensation.

**ADDENDUM K
PAYROLL RECORDS**

All journeymen and apprentices of Local Union No. 33 - Parkersburg District shall be paid by voucher checks. This voucher must show the method of the computation of the employees' pay; including hours

of work, rate or rates of pay and all deductions. In the event of an alleged pay shortage, the employee must make his voucher available to his Business Manager or Business Representative and the Employer must make his payroll and time records available to the designated representative or an assigned C.P.A. If after joint investigation by these parties it is determined that a contract violation exists, it will be handled under Article X, Standard Form of Union Agreement, Grievance Procedure.

In the event members of Local Union No. 33 - Parkersburg District elect to have an assessment in the form of percentage of wage - daily, weekly, or monthly - such assessment will be a payroll deduction based on the basis of hours worked. It is mutually agreed that a check covering all money deducted will show the amount deducted from each employee. The check will then be forwarded to Sheet Metal Workers' Local 33, P.O. Box 636945, Cincinnati, OH 45263-6945.

All monies deducted shall be mailed no later than twenty (20) days following the month in which it was deducted.

ADDENDUM L
RECOGNITION AND SCOPE

SECTION 1: The Union having demonstrated to the Employer's satisfaction, that a majority of the bargaining unit employees covered by this collective bargaining agreement have designated the Union to serve as their collective bargaining representative, and are desirous of maintaining such representation, the Employer hereby agrees voluntarily to recognize the Union as the exclusive bargaining representative of all such employees per Section 9(a) of the National Labor Relations Act, as amended, for all purposes, even as if the Union had been certified by the National Labor Relations Board as the exclusive bargaining representative pursuant to a representation election conducted among employees in the bargaining unit, as that unit is defined elsewhere in this collective bargaining agreement.

SECTION 2: The Employer, in response to the Union's claim that it represents an uncoerced majority of its employees, acknowledges and agrees that there is no good faith doubt that the Union has been authorized to and in fact does represent such majority of employees. Therefore, the Union is hereby recognized as the sole and exclusive collective bargaining representative for the employees now or hereafter employed in the bargaining unit with respect to wages, hours of work and other terms and conditions of employment.

SECTION 3: The Employer's voluntary recognition shall be and remain in full force and effect until such time as the Union is decertified

after an election conducted by the National Labor Relations Board. The Employer further agrees to waive any rights it may have to repudiate the Agreement upon its expiration.

SECTION 4: MARKET PRESERVATION AND RECOVERY: With the rise of non-union competition and infringements by other craft unions, sheet metal workers and signatory contractors in recent years have suffered significant declines in the share of the market of work within the jurisdiction of the Sheet Metal Workers' International Association. It is the intent of all parties of this Agreement to take strong measures to reverse these trends and provide for the long term health of the union employing industry, the signatory contractor shall exhaust all efforts for the purchase of all distribution of air products, specifically, but not limited to, VAV boxes, fan (powered or not), make up air units, fans, air distribution devices, grilles and diffusers, and assign them completely to the sheet metal workers employed by him.

**ADDENDUM M
REFERRAL PROCEDURE**

It is mutually agreed among the parties hereto that the following conditions shall govern all referrals of applicants for all positions within the scope of the Agreement between the parties dated June 1, 2011 and shall supersede any contract provisions which may be contained in said Agreement.

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

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

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

SECTION 4: The Employers shall have the right to reject any applicants for employment.

SECTION 5: In order for the applicant to gain access to the various industries within the jurisdiction of Parkersburg District Local

Union No. 33 and substantiate that he has been referred to a particular Employer, he shall report to the Union office and receive his referral in quadruplicate. Said referral shall contain the name of the Employer to whom he is referred, his name, address, telephone number, social security number, etc. He will also receive an authorization for working dues deduction, savings deductions.

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

SECTION 7: The signatory Employer shall have the right to recall a former employee. A journeyman may solicit his own job from a signatory Employer, providing when he secures such a job, he obtains a referral slip from the Union Hall.

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

**ADDENDUM N
SPECIALTY ADDENDUM TO STANDARD FORM OF UNION AGREEMENT
AND IT'S ADDENDUM SIDING AND DECKING**

SECTION 1: Work coming under this Specialty Agreement Addendum shall apply on jobs which are Light Commercial, Plant Maintenance or National Maintenance Agreement Projects. This Specialty Agreement Addendum shall not apply to lagging.

A. All self-framing or self-supporting metal buildings and all work on buildings to make building complete.

B. A metal building or pre-engineered building shall be defined as a package building consisting of all structural members to make the building complete. Self-framing metal buildings shall also be included.

Definition: I-beams, columns and trusses, roof purlins, side girths of steel or wood, metal roofing, siding, fascia, overhead doors, metal windows and doors, metal partitions, all flashing, gutter, louvers, coping, downspouts and any supports, steel or wood in conjunction with the above project.

C. Installation of metal decking and all siding or sheeting will be for all types of building.

D. All appurtenances to metal buildings included in the metal building contractor's contract shall come under the Specialty Agreement.

This does not include heating, ventilating and air conditioning that normally come under the Building Trades Agreement. All work with pre-determined wage rates or Davis-Bacon Act cannot be worked under the Specialty Agreement.

SECTION 2: A labor force under this Addendum shall consist of a ratio of one (1) journeyman to two (2) apprentices or classified workers. The rate of pay for journeymen performing work under this Addendum shall be one hundred percent (100%) of the taxable hourly rate with one hundred percent (100%) of all fringe benefits paid. The scale of pay for classified workers shall be thirty-five percent (35%) of the taxable hourly journeyman's rate. No fringe benefits shall be paid on classified workers until their ninety-first (91st) day of employment, at which time they shall be covered by the Local Health & Welfare Plan. Additionally, a Pension contribution in the amount of two dollars and thirty-nine (\$2.39) per hour worked shall be paid as well as SASMI.

A classified worker may do all work under the Decking and Siding Addendum.

When Sheet Metal Workers' Local Union No. 33 - Parkersburg District is unable to supply classified workers, contractors may hire their help from other sources.

SECTION 3: All conditions of this Agreement will be covered by the Standard Form of Union Agreement and its Addendums.

SECTION 4: Contractors signatory to this Agreement shall have a dues check off system and initiation fee for new employees.

SECTION 5: This Agreement covers only the area the jurisdiction of Sheet Metal Workers' Local Union No. 33 - Parkersburg District. During the term of this Agreement in effect with Sheet Metal Workers' Local Union No. 33 - Parkersburg District

OVERTIME:

Eight (8) hours, Monday through Friday, will be paid at the regular hourly rate, four (4) hours before or after regular eight (8) hours and eight (8) hours on Saturday will be paid one and one-half (1½) times the regular hourly rate, all other hours Monday

through Saturday and Sunday and Holidays will be paid two (2) times the regular hourly rate.

SECTION 6: This Agreement will be in effect June 1, 2011 through May 31, 2014.

SECTION 7: During the life of this Agreement any contractors violating any part of this Agreement will be subject to Article X of the Standard Form of Union Agreement.

**ADDENDUM O
PROJECTS OF 20 TONS OR LESS
OR BUILDING TRADES APPROVED JOBS**

SECTION 1: All conditions, fringe benefits and deductions shall apply to this work, as called for in the Standard Form of Union Agreement and its Addendum.

SECTION 2: Definition:

The terms of this Agreement shall also apply to light commercial construction, such as, but not limited to, churches, gas stations, laundromats, drug stores, strip malls and other prior approved malls, etc., not in excess of 20 Tons or Less or Building trades approved projects.

SECTION 3: These rates will apply on all HVAC retrofit, sheet metal work new, and renovation jobs of existing facilities, excluding industrial and manufacturing plants, public and private institutions, prevailing wage and heavy commercial jobs unless otherwise noted in this Agreement. There will be no limitations of hours on these job sites. The above will apply only when contractors bids prime to owner, developer, general contractor or other prior approved projects.

SECTION 4: These rates will be ninety percent (90%) of building trades rate. Projects of above total of 20 tons (21 tons or more) will be 95% of building trades rate.

SECTION 5: Eight (8) hours Monday through Friday will be paid at regular hourly rate, four (4) hours before or after regular eight (8) hours and eight (8) hours on Saturday will be paid at one and one half (1½) times the regular hourly rate. All other hours Monday through Saturday and Sundays and Holidays will be paid two (2) times the regular rate.

SECTION 6: In gray areas contractors are encouraged to consult with Business Agents and Stewards to determine appropriate scale.

SECTION 7: All HVAC Service Work shall be compensated as follows: On *projects of 20 tons or less, the rate will be ninety percent (90%). All service work in excess of twenty (20) tons will be paid at a rate of ninety-five (95%) of the appropriate Building Trades rate.

*A project is defined as the units or equipment directly installed or serviced per a contract between a customer and the contractor.

Service Work - When an employee is on call, he shall receive an additional twelve (\$12.00) dollars for each day the employee is on call, Monday through Friday. If an employee is on call on a Saturday, Sunday or a holiday, he shall receive an additional fifteen (\$15.00) dollars for each day the employee is on call.

SECTION 8: Field/Shop Rates:

FIELD RATE: A labor force under this Addendum shall consist of a ratio of one (1) journeyman to two (2) apprentices or classified workers on all field projects. The rate of pay under this Addendum for journeymen performing work in the field shall be ninety percent (90%) of the taxable hourly rate with one hundred percent (100%) of fringe benefits paid on projects of 20 tons or less. All projects 21 tons or more shall be at ninety-five percent (95%).

SHOP RATE: Additionally, a ratio of one (1) journeyman to one (1) apprentice or classified worker may be utilized when performing fabrication work within a shop area. The rate of pay for journeymen performing work in a shop area shall be ninety percent (90%) of the taxable hourly rate with one hundred percent (100%) fringe benefits paid.

The work done under this Addendum is all work pertaining to the project as described in Sections 2 and 3. The total tonnage has to be figured on a project.

**ADDENDUM P
PLANT MAINTENANCE WORK**

SECTION 1: This Memorandum of Understanding herewith applies to in-plant maintenance work which is defined as modification, repair or replacement of any existing system with no limitation on hours. This Agreement applies only to jobs where there is no Project or Maintenance Agreement.

SECTION 2: This Agreement only applies to wage rates and overtime as spelled out in Section 5 of this Understanding; otherwise all other conditions and fringes of the Standard Form of Union Agreement and Addendum.

SECTION 3: The wage rate for installation of work as defined in Section 1 shall be as follows:

Effective June 1, 2011 through May 31, 2014, ninety percent (90%) of the Industrial Building Trade taxable rates, and/or scale plus one hundred percent (100%) fringes.

SECTION 4: When maintenance jobs are let to general contractors and work is sub-let from these general contractors, the work shall be paid the Building Trades, Project Agreements or National Maintenance Agreement hourly rate of pay.

SECTION 5: Eight (8) hours Monday through Friday will be paid at the regular hourly rate, four (4) hours before or after the regular eight (8) hours and eight (8) hours on Saturday will be paid one and one half (1½) times the regular hourly rate. All other hours Monday through Saturday and Sunday and Holidays will be paid two (2) times the regular hourly rate.

SECTION 6: The industrial building trade's rate shall apply. If this established rate results in a condition which is not in the best interest of the Local Union or the Parkersburg District Contractors Association, the contractor may apply for a Resolution 78 and that rate shall be waived.

ADDENDUM Q
INDUSTRIAL FABRICATING AND MANUFACTURING ADDENDUM
(Scope of Work)

SECTION 1: This Addendum covers the rates of pay and conditions of employment of all employees of the Employer engaged in the manufacture, fabrication, assembling, handling, altering and repairing of all ferrous and non ferrous metals, including other materials used in lieu thereof, as required for installation within the confines of an industrial, processing or manufacturing job site and defined in Section 2 of this Article.

SECTION 2: Section 1 of this Article relates to the fabrication only of air pollution control systems, noise abatement materials and all other industrial work excluding air conditioning, heating and ventilating systems installed in building enclosures to provide human comfort and all architectural sheet metal work and such the work as may be specifically excluded from coverage under this Addendum by mutual Agreement of the parties.

SECTION 3: In addition to work defined in Section 2 of this Article, fabrication of items or products normally manufactured under Production Agreements permitted by-out items, and/or other items as

may be mutually agreed to by the parties, may be included in the scope of this Addendum.

SECTION 4: The Employer assures the Union that every effort will be made to obtain all work covered by this Addendum and will attempt to secure such work as the turnkey contractor. All work so obtained under this Addendum shall be assigned to members of the Sheet Metal Workers' International Association.

SECTION 5: ERECTION/INSTALLATION

The Company agrees that it will follow the below procedure relative to the installation or erection of all products and/or equipment manufactured under this Agreement for use in the building and construction industry and coming within the trade jurisdiction of journeymen members of Sheet Metal Workers' International Association.

A. Whenever the Company subcontracts such products and/or equipment it agrees to subcontract same to a contractor who employs journeyman sheet metal workers for this type of work.

B. Whenever the Company erects such work itself, it shall call upon the Building and Construction Trades Union affiliated with Sheet Metal Workers' International Association having jurisdiction over the area in which such work is to be performed to furnish it with men at the prevailing wages and conditions of said Local Union, but giving due consideration to those classifications of employees accorded the Employer in his home jurisdiction. The signatory parties shall make every possible effort to obtain the erection phase of the work.

C. Whenever the Company sells such products and/or equipment directly to a general or an owner, it shall furnish the Union with information on all such products on a mutually agreed upon basis. Such information shall include the type of products or equipment shipped, the date of shipment, name and address of consignee and/or location of delivery site.

SECTION 6: RATES/CLASSIFICATIONS

A. Building trade's journeymen sheet metal workers on the payroll of the Employer on the effective date of this Addendum shall be accorded all wages, fringes and other contractual conditions of employment as established in the Local Union Basic or Standard Form of Union Agreement and as may be amended from time to time.

Building trades journeymen may be assigned to perform any work specified in Article I of this Addendum.

B. Building trades apprentices on the payroll on the effective date of this Addendum or who may be subsequently employed or work under this Addendum, shall be accorded their respective applicable progression schedule with applicable wages, fringes and other contractual conditions as established in the Local Union Basic or Standard Form of Union Agreement through and to their graduating to journeymen.

Apprentices may perform work in any category, including work on field installation, as assigned and supervised by building trades journeymen. Ratios of apprentices to journeymen shall be as established in the Local Union Basic or Standard Form of Union Agreement.

C. Sheet metal industrial workers on the payroll of the Employer on the effective date of this Addendum, or who may be subsequently employed for work under this Addendum, shall be accorded wage rates commensurate with the existing industrial rates in the local geographical area but, in no case less than those contained in the following progression schedule:

Nine dollars (\$9.00) per hour, but not less than minimum wage - sixty (60) days probation - no fringes.

61st day, - Health & Welfare, and SASMI.

Three dollars and fifty cents (\$3.50) per hour will apply to National Pension Plan, after ninety (90) days of employment, effective 6/1/2011.

Any changes in benefits to presently (6/1/11) employed industrial workers; the money shall be added to the wage package.

ANNUITY FUND: After one (1) year of employment, the Employer agrees in addition to wages contained in this Agreement to contribute the amount of one dollar (\$1.00) per hour for each hour worked to all employees covered by this Agreement, subject to change.

First year, and all yearly anniversary dates, a merit increase will be granted until an employee reaches a cap of nineteen dollars (\$19.00) per hour. Increases may be held up due to just cause or other reasons and a written explanation sent to Business Manager and Business Representative and employee on September 1st of each year. At this time, employee may request a hearing to settle issue.

No employee will take a reduction in wages, due to this contractual cap.

Unemployed building trade's journeymen who volunteer to work in the industrial sheet metal fabricators ratio shall receive at least the minimum wage rate equal to the building trade's residential rate and fringe benefits of Local Union No. 33 - Parkersburg District.

Installation of work coming under Article I of this Addendum will be performed by building trades journeymen or apprentices, other than jobs targeted by the Industrial Committee.

D. A ratio of four (4) industrial workers to one (1) journeyman sheet metal worker will be maintained and apprentices will be counted in the industrial ratio when working on industrial jobs.

E. Industrial workers shall be permitted to work in the field. In manning work in the field with Industrial workers, the Contractor shall utilize the same ratio as the Classified worker.

No industrial worker shall displace an apprentice in the field.

SECTION 7: Union Security:

A. The Union agrees that membership in the Union will be made available to all on an equal basis without discrimination.

B. All employees covered by this Agreement shall be required as a condition of employment to become and remain members of the Union in good standing during the term of this Agreement. All employees shall make application for membership in the Union within seven (7) days following the effective date of this Agreement, or the beginning of their employment, whichever is later, subject to the provisions of the Labor-Management Relations Act of 1947, as amended.

C. Upon receipt of written notice from the Union that an employee has not acquired or maintained membership in good standing therein as provided for in this Section, the Company shall immediately discharge such employee, and such employee shall not be re-employed during the life of this Agreement unless, or until, he or she complies with the provisions of this Section.

D. Upon receipt of a signed individual authorization from any employee covered under this Agreement, the Company shall withhold from such employee's earnings, payment for Union dues and other obligations under the terms and conditions specified in the individual's authorization. Deductions shall be made from the first pay of each month of said employee and promptly remitted to the Financial Secretary of the Union, together with a list of the names of the employees to whom said monies are to be credited. Shall any

employee have no earnings due him on the first pay day of any month; deductions shall be made from the next succeeding pay of employee.

SECTION 8: Work Hours/Overtime:

A. Eight (8) hours Monday through Friday will be paid at the regular hourly rate, four (4) hours before or after eight (8) hours and eight (8) hours on Saturday will be paid one and one half (1½) times regular hourly rate. All other hours Monday through Saturday and Sunday and holidays will be paid two (2) times the regular hourly rate.

SECTION 9: Standard Form of Union Agreement:

The Employer agrees to be bound by all of the provisions of the Standard Form of Union Agreement and Addendums with the exception of those Articles, Sections or Provisions specifically altered or amended by this Addendum.

SECTION 10: This Addendum shall become effective this 1st day of June, 2011, and shall remain in full force and effect for the duration of the Local Standard Form of Union Agreement and Addendums.

**ADDENDUM R
RESIDENTIAL ADDENDUM TO THE
STANDARD FORM OF UNION AGREEMENT**

The following terms and conditions shall be attached to and made part of the Standard Form of Union Agreement by and between Sheet Metal and Roofing Contractors Association of West Virginia, and Sheet Metal Workers' International Association, Local Union No. 33 - Parkersburg District, West Virginia, with jurisdiction over the counties as listed on the Standard Form of Union Agreement.

SECTION 1: The Addendum covers the rates of pay, rules and working conditions of all employees of the Employer engaged in the fabrication, erection, installation, repairing, replacing and servicing of all residential heating and air conditioning system, and architectural sheet metal work on such residences.

SECTION 2: Residential shall be defined as applying to work on any single family dwelling or apartments from one (1) through six (6) individual apartments.

SECTION 3: The Employer agrees that none but journeyman and apprentice sheet metal workers shall be employed on any work described in Section 1 of this Addendum.

SECTION 4-A: The work week shall consist of forty (40) hour week divided into five (5) work days of eight (8) hours exclusive of the lunch period within the hours of six (6:00 a.m.) and five (5:00

p.m.) however, the regular hours may be adjusted to inclement weather conditions by mutual consent on the parties to this Addenda.

SECTION 4-B: Eight (8) hours Monday through Friday will be paid at the regular hourly rate. Four (4) hours before or after the regular eight (8) hours and hours on Saturday will be paid one and one half (1½) times the regular working hourly rate. All other hours Monday through Saturday and Sunday and Holidays will be two (2) times the regular hourly rate.

SECTION 5: In the event a second or third shift is necessary, the basic hourly rate shall increase by ten (10%) percent for the second shift and fifteen (15%) percent for the third shift.

SECTION 6: The Employer shall provide all necessary transportation for transporting employees, tools and materials from shop to job, job to job, and job to shop during working hours.

SECTION 7-A: Wages: Wages shall be at seventy percent (70%) of Building Trades Rate for residential HVAC projects. This rate would apply to Building Trades journeymen who work on residential HVAC projects.

The Shop Residential Fabrication rate shall be ninety (90%) percent of the Building Trades taxable wage rate, plus fringes.

SECTION 7-B: Apprentices covered by this Addendums shall be paid according to Addendum G.

SECTION 7-C: The Employer agrees that no employee shall suffer a reduction in wages or benefits due to the signing of the Addendum, unless mutually agreed by the union and the Contractors at the request of the member.

SECTION 7-D: The apprentice ratio shall be one (1) apprentice for one (1) full time journeyman employed on work outlined in Sections 1 and 2 of this Addendum.

SECTION 7-E: At no time shall an apprentice be allowed to work without being supervised by a journeyman sheet metal worker.

SECTION 8: The Employer agrees to contribute for all employees to the Pension Plan, Health & Welfare and to all funds in the amounts specified in the Local Standard Form of Union Agreement and Addendums.

SECTION 8-A: SHEET METAL WORKERS LOCAL 33 PROFIT SHARING ANNUITY PLAN ("Annuity Fund"). The Employer agrees to pay one dollar (\$1.00) per hour worked, which sum or sums shall be paid each month

into the Annuity Fund by the Employer not later than the 20th day of the following month. The Fund is to be jointly administered by the Trustees of the Annuity Fund as provided for in the Trust Agreement covering the subject matter. All Employer contributions into the Annuity Fund will be made on an hourly basis based upon hours worked. The contribution rate for apprentices shall be as provided for in Article XI and Addendum S of the Collective Bargaining Agreement, regardless of seniority.

SECTION 9: The Employer agrees to be bound by the wages, hours and working conditions contained in the Local Standard Form of Union Agreement on any work performed on Commercial or Industrial establishments, or on any work not specified in Sections 1 and 2 of this Addendum.

SECTION 10-A: Expenses will be as called for in the Local Basic Agreement under Addendum C.

SECTION 10-B: This Agreement will be in effect from the 1st day of June, 2011, through May 31, 2014. All overtime work shall be as stated in Section 4-B.

SECTION 11-A:

A) Residential installers covered by this Memorandum shall receive pay under a merit system. Twelve (12) months evaluation of employee by Business Manager or Business Representative, contractor, Steward or employee.

NEW EMPLOYEES:

Nine dollars (\$9.00) per hour; thirty (30) days probation.

Nine dollars (\$9.00) per hour; thirty first (31st) day and all applicable fringes, Health & Welfare, and SASMI.

First year and all yearly anniversary dates, a merit increase will be granted until employee reaches fifteen dollars (\$15.00) per hour cap. Increases may be held up due to just cause or other reasons and a written letter of explanation sent to Business Manager and Business Representative and employee on September 1st of each year. At this time, employee may request a hearing to settle issue.

No employee will take a reduction in wages, due to this contractual cap.

Effective June 1, 2011, after ninety (90) days of employment, National Pension - three dollars and fifty cents per hour.

B) Residential Installer Tool List:

1. 25 ft. Rule

2. Straight snips
3. Crescent wrenches (2) 12" - (1) 10"
4. Torpedo level
5. (2) pair aviation snips - right & left
6. Hammers
7. Vise grips
8. Tongs
9. Pliers - needle nose, channel lock, regular
10. Screw drivers
11. Toolbox
12. Scratch all
13. Hack saw
14. Hand crimpers
15. Assorted open & box end wrenches - 1/4" - 1"
16. Socket sets 3/8" - 1/2"

C: Program Guidelines:

- 1) Residential installers shall be supervised by a full time journeyman.
- 2) Program will lead to advancement to residential journeyman who will be able to supervise a job and one (1) installer on residential work only.

Recognizing that this program is new with the objective of obtaining residential work under changing economic conditions, contractors and the Union are encouraged to be constructive in developing additional guidelines and variances when deemed necessary.

SECTION 12: All contractors performing work under this Standard Form of Union Agreement shall be permitted to become signatory to the "Addendum for Service Technicians and Residential Applications of Local Union No. 33".

**ADDENDUM S
INDUSTRIAL WORK**

Industrial Construction rates within the jurisdiction of Parkersburg District will be applied to various Industrial Plants that fall within the scope of work listed under Article 1, Section 1 of our current agreement. The covered work will be, but not limited to, new construction, maintenance and repair and will be performed under the wage/fringe package as listed in the current agreement.

Section 1: When journeyman sheet metal workers are employed at power plants, steel mills, chemical plants and co-generation plants, the industrial building trades shall apply. If this established

rate results in a condition which is not in the best interest of the Local Union or the Parkersburg District Contractors Association, the contractor may apply for a Resolution 78 and that rate shall be waived.

**ADDENDUM T
WAGE SHEETS**

Effective: First full Pay June 2011
Expires: May 31, 2012

Journeyman

Total Package	\$47.87
Contractor Contribution:	
IFUS	0.09
PMCA	0.10
Local Industry Fund	0.06
Apprenticeship Fund	0.30
International Training Institute (ITI)	0.12
SMOHIT	0.02
SMWISF	0.01
NEMI	0.03
LMCC	0.04
JATC BUILDING FUND	0.10
 Journeyman's Rate Non Taxable:	 47.00
National Pension	9.59
Annuity	1.00
Health & Welfare	6.20
Supplement	0.50
SASMI = 3% of Gross	1.37
 Basic Wage - Taxable (Payroll Deduction):	 28.34
Working Dues	1.88
COPE	0.02
REC Fund	0.06
PAL	0.05
Orientation	0.02
ACT	0.12
IA Work Assessment	0.11

ALL FRINGES ON HOURS WORKED

June 1, 2011	Add	\$1.40 to total package
June 1, 2012	Add	\$1.10 to total package
June 1, 2013	Add	\$1.10 to total package

APPR. FUND
INDUSTRY FUND
IFUS / PMCA / ITI/
SMWISF/NEMI /
SMOHIT/LMCC/
JATC BUILDING

	%	TAKE HOME	WORK DUES	PAL/REC COPE ORIENTA- TION	BASIC TAXABLE	SUPPLEMENT H&W	SASMI	NATIONAL PENSION	ANNUITY FUND	CONTRACTOR COST	Total Hourly Cost
1 ST FULL YR	45%	\$12.49	\$0.11	0.15	\$12.75	6.70	0.71	4.32	*	0.24	\$24.72
2 ND FULL YR	50%	\$13.91	\$0.11	0.15	\$14.17	6.70	0.93	9.59	0.66	0.87	\$32.92
3 RD FULL YR	60%	\$16.49	0.36	0.15	\$17.00	6.70	1.02	9.59	0.66	0.87	\$35.84
4 TH FULL YR	70%	\$19.33	0.36	0.15	\$19.84	6.70	1.10	9.59	0.66	0.87	\$38.76
5 TH FULL YR	80%	\$22.16	0.36	0.15	\$22.67	6.70	1.19	9.59	0.66	0.87	\$41.68

NOTE: \$0.26 CENTS PER HOUR REC FUND/COPE/PAL/ORIENTATION/IA WORK ASSESSMENT DEDUCTED FROM TAXABLE FROM ALL APPRENTICES.

\$0.25 CENTS PER HOUR WORKING DUES FOR THIRD THRU FIFTH YEAR APPRENTICES.

BASE OF \$28.34

IN WITNESS HEREOF, the parties hereto affix their signatures this 1st day of June, 2011

**SHEET METAL AND ROOFING CONTRACTORS
ASSOCIATION OF WEST VIRGINIA**

Tom Davies
David Haas
Chris Pfeiffer

JT Thomas
Bruce Bolden

Jerry Donahue
Randy Rogers

Chris Campbell, Chairman

**LOCAL UNION NO. 33 - PARKERSBURG DISTRICT
OF SHEET METAL WORKERS'
INTERNATIONAL ASSOCIATION**

Dean Tuell
David Williams

Joshua Tullius
Harry Poling

Dan Law
Randy Gombos

Reggie Hohenberger, Chairman

CERTIFICATION

The undersigned Employer does hereby accept the terms and conditions of this collective bargaining agreement and Addendums, entered into between Sheet Metal Workers' International Association Local Union No. 33 - Parkersburg District and the Sheet Metal and Roofing Contractors Association of West Virginia, commencing June 1, 2011, and terminating May 31, 2014.

This Agreement is made and entered into this _____ day of _____, 20____, by and between Sheet Metal Workers Local Union No. 33 - Parkersburg District and:

Name of Company

Company address

City

State

Zip

Telephone Number

Fax Number

E-mail address

Federal Tax I.D. No.

For the Company, (Name and title)

Please print name

ATTESTED TO BY:

For Sheet Metal Workers' International Association
Local Union No. 33 - Parkersburg District