

# STANDARD FORM OF UNION AGREEMENT

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

Agreement entered into this 1<sup>st</sup> day of February, 2009 by and between, Tri-Counties SMACNA and each business establishment individually, whether represented by a contractor association or not, hereinafter referred to as the Employer, and Local Union No. 273 of Sheet Metal Workers' International Association, hereinafter referred to as the Union for Ventura, Santa Barbara & San Luis Obispo Counties.

### ARTICLE I

SECTION 1. This Agreement covers the rates of pay and conditions of employment of all employees of the Employer engaged in but not limited to the:

- (a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all HVAC systems, air veyor systems, exhaust systems, and air-handling systems regardless of material used including the setting of all equipment and all reinforcements in connection therewith;
- (b) all lagging over insulation and all duct lining;
- (c) testing and balancing of all air-handling equipment and duct work;
- (d) the preparation of all shop and field sketches whether manually drawn or computer assisted used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches;
- (e) metal roofing; and
- (f) all other work included in the jurisdictional claims of Sheet Metal Workers' International Association.

### ARTICLE II

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

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

### ARTICLE III

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

### ARTICLE IV

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

## ARTICLE V

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

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

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

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

## ARTICLE VI

SECTION 1. The regular working day shall consist of eight (8) hours labor in the shop or on the job between eight (8) a.m. and five (5) p.m. unless modified in local negotiations and the regular working week shall consist of five (5) consecutive eight (8) hour days labor in the shop or on the job, beginning with Monday and ending with Friday of each week. All full time or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. Except as otherwise provided pursuant to Section 4 of this Article, all work performed outside the regular working hours and performed during the regular work week shall be at one and one half (1 ½) times the regular rate. Where conditions warrant, the regular workday may consist of ten (10) hours labor on the job and the regular work week of four (4) ten (10) hour days between Monday and Friday when mutually agreed between the Local Union and Employer.

A make-up day may be scheduled for work missed due to inclement weather, when mutually agreed between the Local Union and Employer. The make-up hours shall be paid at the regular hourly rate of pay. **(see Local Addendum #1, Article I, Section 4)**

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

SECTION 2. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, Veteran's Day, day after Thanksgiving, Good Friday, Presidents Day, Martin Luther King's Day or days locally observed as such, and Saturday and Sunday shall be recognized as holidays. All work performed on holidays shall be paid as follows: Double time (2) times.

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

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

#### ARTICLE VII

SECTION 1. When employed in a shop or on a job within the limits of **Local 273** employees shall be governed by the regular working hours specified herein and shall provide for themselves necessary transportation within the said limits from home to shop or job at starting time and from shop or job to home at quitting time, and the Employer shall provide, or pay, for all necessary additional transportation during working hours.

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

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

#### ARTICLE VIII

SECTION 1. The minimum rate of taxable wages for journeymen sheet metal workers covered by this Agreement when employed in a shop or on a job within the jurisdiction of the Union to perform any work specified in Article I of this Agreement shall be \$36.44 per hour, except hereinafter specified in Section 2 of this Article. (see **Local Addendum #1, Article II, Section 3**)

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

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

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

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

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

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

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

SECTION 8. Welfare benefit contributions shall not be duplicated.

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

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

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

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

SECTION 9. Wages at the established rates specified herein shall be paid **cash or company check** in the shop or on the job at or before quitting time on **Friday** of each week, and no more than two (2) days' pay will be withheld. Alternative payroll procedures, i.e., electronic and/or automatic deposit may be negotiated locally. However, employees when discharged shall be paid in full. (**see Local Addendum #1, Article II, Section, 5**)

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

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

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

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

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

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

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

(b). The Employer shall pay to the **The Sheet Metal Industry Fund of the Tri Counties, Inc.** (the local industry fund) seventy-nine cents (\$0.79) 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 local industry fund activities or its receipts and/or disbursements shall be furnished to the Business Manager of the Union upon his written request.

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

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

Therefore, hours worked for purposes of determining the contributions required under Sections 12(b) and 13(b) of this Article shall include all hours worked by each employee of the Employer under any project agreement or maintenance agreement, unless specifically excluded by the terms of a written addendum that is negotiated by the Contractors' Association and the Local Union that are parties to this Agreement.

SECTION 15. Effective as of the date of this Agreement the Employers will contribute to the International Training Institute for the Sheet Metal and Air Conditioning Industry (ITI) twelve cents (\$0.12) per hour for each hour worked by each employee of the Employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the ITI, or for purposes of collection and transmittal through the **Sheet Metal Workers Trust Funds, Dept. #7784, Wells Fargo Lockbox, MAC E2001-049, 3440 Flair Dive, El Monte, CA.**

Effective as of the date of this Agreement the Employers will contribute to the National Energy Management Institute Committee (NEMIC), a jointly administered trust fund, three cents (\$0.03) per hour for each hour worked by each employee of the Employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the NEMIC, or for the purposes of collection and transmittal through **(see Local Addendum #1, Article 1).**

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 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 Institute, or for purposes of collection and transmittal through **(see Local Addendum #1, Article 1).**

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

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

SECTION 16. In the event that the Employer becomes delinquent in making contributions to any national or local Fund, the Union may withdraw all employees from the service of the Employer within 7 days notice of

such delinquency by the trustees. The withdrawal of such employees from the service of the Employer shall not constitute a violation of any provision of this Agreement.

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

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

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

#### ARTICLE IX

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

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

#### ARTICLE X

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

SECTION 1. Grievances of the Employer or the Union, arising out of interpretation or enforcement of this Agreement, shall be settled between the Employer directly involved and the duly authorized representative of the Union, if possible. Both parties may participate in conferences through representatives of their choice. The local Employers' Association or the Local Union, on its own initiative, may submit grievances for determination by the Board as provided in this Section. The grievance procedure set forth in this Article applies only to labor-management disputes. To be valid, grievances must be raised within thirty (30) calendar days following the occurrence giving rise to the grievance, or, if the occurrence was not ascertainable, within thirty (30) calendar days of the first knowledge of the facts giving rise to the grievance.

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



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

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

In establishing the grievance procedure of the Standard Form of Union Agreement, it was the intent of Sheet Metal Workers' International Association and the Sheet Metal and Air Conditioning Contractors' National Association, Inc. to establish a method for resolving grievances permitting appeals for out-of-area Employers from the grievance arbitration procedures established for the territory in which work is performed. An Employer who was not a party to the Labor

Agreement of the area in which the work in dispute is performed may appeal the decision of the Local Joint Adjustment Board from that area, including a unanimous decision, as well as a decision of any alternative arbitration tribunal established for that area, and request a Panel hearing as set forth in Section 3 of this Article, providing such appeal is approved by the Co-Chairmen of the National Joint Adjustment Board. Such a right of appeal shall exist despite any contrary provision in the agreement covering the area in which the work is performed.

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

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

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

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

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

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

SECTION 8. In addition to the settlement of grievances arising out of interpretation or enforcement of this Agreement as set forth in the preceding sections of this Article, any controversy or dispute arising out of the failure of the parties to negotiate a renewal of this Agreement shall be settled as hereinafter provided:

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

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

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

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

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

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

(d). Unless a different date is agreed upon mutually between the parties or is directed by the unanimous decision of the National Joint Adjustment Board, all effective dates in the new

agreement shall be retroactive to the date immediately following the expiration date of the expiring agreement.

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

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

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

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

#### ARTICLE XI

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

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

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

SECTION 3. It is the understanding of the parties to this Agreement that the funds contributed by signatory Employers to the International Training Institute and any Local Joint Apprenticeship and Training Fund (Local JATC) will not be used to train apprentices or journeymen who will be employed by employers in the Sheet Metal Industry not signatory to a collective bargaining agreement providing for contributions to the International Training Institute and a Local JATC. Therefore, the trustees of the International Training Institute and Local JATC shall adopt and implement a Scholarship Loan Agreement Program which will require apprentices and journeymen employed by signatory Employers to repay the cost of training either by service following training within the union sector of the industry or by actual repayment of the cost of

training if the individual goes to work for a non-signatory Employer in the Sheet Metal Industry. The cost of training shall include the reasonable value of all International Training Institute and Local JATC materials, facilities and personnel utilized in training. If a Local JATC does not implement the Scholarship Loan Agreement, the Local JATC shall be prohibited from utilizing International Training Institute materials and programs.

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

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

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

**(see Local Addendum 1, Article I, Section 7)**

First year —First half 40%-Second half 45%

Second year—First half 50%-Second half 55

Third year —First half 60%-Second half 65%

Fourth year —First half 70%-Second half 75%

Fifth year (where applicable) ---First half 80% - Second half 85%

**(see Local Addendum 1, Article I, Section 7)**

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 workforce and agree to undertake those measures available to them to encourage continuing training for sheet metal journeymen.

## ARTICLE XII

SECTION 1. It is hereby agreed that the Employer may apply to the Joint Apprenticeship and Training Committee and the Joint Apprenticeship and Training Committee shall grant preapprentices on the basis of one (1) preapprentice for each three (3) apprentices employed by the Employer. Provided, however, that

an Employer who employs one (1) or more apprentices and at least three (3) sheet metal journeymen shall be entitled to at least one (1) preapprentice. Any apprentice of the Employer on layoff at the effective date of this Agreement must be rehired before said Employer is entitled to any preapprentice. Thereafter, the same conditions and ratios shall apply. (see Local Addendum 1, Article I, Section 3)

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

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

The wage scale for preapprentices shall be a minimum of thirty percent (30%) of the wage rate for journeymen sheet metal workers. Health and welfare coverage shall be arranged on behalf of the preapprentices by the parties.

Pension contributions will be paid on all hours worked beginning with the first payroll period after 90 days in the amount of five percent (5%) of the journeyman pension fund contribution, to the next whole cent, or a minimum of twelve-cents (\$0.12) per hour, whichever is greater, for each hour worked on or after the effective date of this agreement. The parties shall make all necessary arrangements so that any preapprentice being reclassified shall experience no break in benefits coverage.

#### **ARTICLE XIII**

SECTION 1. Classified workers may be employed in the following ratio:

- (a). one (1) classified worker for any Employer who employs an apprentice;
- (b). two (2) classified workers for any Employer who employs at least three (3) apprentices;
- (c). thereafter, the ratio will be one (1) classified worker for each additional three (3) apprentices employed.

Classified workers may perform any work covered by Article I of which they are capable and will work under the general direction of a journeyman. The wage rate for classified workers will be not less than forty percent (40%) of the journeyman wage rate. They shall be covered by the local health and welfare plan. Pension contributions shall be the same percentage as their wage rate. In the event the Employer is entitled to employ a classified worker and the Union fails to comply with the Employer's written request to furnish a classified worker within forty-eight (48) hours, the Employer may directly hire such employees, and refer them to the Union. (see Local Addendum 1, Article I, Section 3)

#### **ARTICLE XIV**

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 XV**

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 XVI

SECTION 1. This Agreement and Addenda Numbers **1 and amendments #1 through #2** attached hereto shall become effective on the 1<sup>st</sup> day of **February, 2009**, and remain in full force and effect until the day of **31<sup>st</sup> day of July, 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 conferences relating thereto have been terminated by either party by written notice, provided, however, that, if this Agreement contains Article X, Section 8, it shall continue in full force and effect until modified by order of the National Joint Adjustment Board or until the procedures under Article X, Section 8 have been otherwise completed.

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

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

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

SECTION 5. By execution of this Agreement the Employer authorizes **Tri-County SMACNA** to act as its collective bargaining representative for all matters relating to this Agreement. The parties agree that the Employer will hereafter be a member of the multi-employer bargaining unit represented by said Association unless this authorization is withdrawn by written notice to the Association and the Union at least one hundred and fifty (150) days prior to the then current expiration date of this Agreement.

In witness whereof, the parties hereto affix their signatures and seal this


23<sup>rd</sup> day of January, 2009  
(Month) (Year)


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

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

**Tri-Counties SMACNA**

**Local Union No. 273 of Sheet Metal  
Workers' International Association**

  
\_\_\_\_\_  
**Stanley Capelli**  
**President**

  
\_\_\_\_\_  
**Steve Sweeting, Business Manager**  
**Local Union No. 273**

**SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION  
LOCAL UNION NO. 273  
AND  
TRI-COUNTIES SMACNA**

**Local Addendum #1  
to the  
STANDARD FORM OF UNION AGREEMENT A-01-05  
FEBRUARY 1, 2009**

**ARTICLE I  
ADOPTION OF FORM A-01-05**

**SECTION 1.** It is mutually agreed by the negotiating parties, whose signatures are attached hereto, that the Standard Form of Union Agreement, Form A-01-05, with the following noted deletions and changes, is hereby adopted.

**SECTION 2.** Article I — The following shall be added: "The operation of a CAM (Computer Aided Manufacturing) system shall be the work of the Sheet Metal Workers. CAM is defined as sheet metal fabrication equipment."

**SECTION 3.** Article XII and Article XIII -- All reference to the Classified Worker and Preapprentice in this section and throughout the remainder of the agreement shall be stricken.

**SECTION 4.** Article VI, Section 4 – (Add) with written approval by the Local Union.

**SECTION 5.** Article VIII, Section 15 -- Shall be adopted with the exception that all reference to the National Energy Management Institute and the Sheet Metal Occupational Health Institute Trust shall be stricken.

**SECTION 6.** If, during the life of this Agreement, the Employers express a desire to disassociate themselves from Article VIII, Section 12-of the Standard Form of Union Agreement, they are hereby authorized to do so without prior notice to the Union.

**SECTION 7.** Article XI, Section 6. 1<sup>st</sup> period 45%, 2<sup>nd</sup> period 50%, 3<sup>rd</sup> period 55%, 4<sup>th</sup> period 60%, 5<sup>th</sup> period 65%, 6<sup>th</sup> period 70%, 7<sup>th</sup> period 75%, 8<sup>th</sup> period 80%, 9<sup>th</sup> period 85%, 10<sup>th</sup> period 90%

**SECTION 8.** Article XI, Section 7 -- All reference in this section and throughout the remainder of the agreement to Youth-to-Youth shall be stricken.

**SECTION 9.** Article XI, Section 8 -- The following sentence shall be added at the end of this section: "Before implementation, the proposed program must be submitted to the bargaining parties for approval."

**SECTION 10.** Article XII -- It is agreed that the existing Utility Employee Amendment be retained.

**SECTION 11.** Article XVI, Section 3 — The following sentence shall be inserted immediately prior to the existing last sentence: "It is further understood that the provisions of Article X of this Agreement are not applicable to this section."



**SECTION 12.** Article XVI, Section 4. Shall be modified to read as follows: "Each employer hereby waives any right it may have to petition the National Labor Relations Board to conduct an election, or to repudiate this Agreement, during the term of this Agreement, or during the term of any extension, modification or amendment of this Agreement." more than 120 days

**SECTION 13.** Article XVI, Section 5, the 150-day-notice clause shall be revised to not less than 90 days or more than 120 days.

**ARTICLE II**  
**WAGE SCALE, PAYROLL, PAYMENT OF WAGES**

**SECTION 1.** It is hereby agreed by the signatory parties that provisions set forth in this Addendum to the Standard Form of Union Agreement are to become a part of said Agreement, Form A-01-05

**SECTION 2.** Definition of Employee: Any person employed by the Employer to perform any work covered under Article 1, Section 1 of the Standard Form of Union Agreement is defined and hereinafter called "Employee."

**SECTION 3.** Wages: The minimum Gross Taxable Wage scale per hour for Journeyman Sheet Metal Workers is: \$36.44

Effective 02-01-2009package increase of	\$1.00 per hour
Effective 08-01-2009package increase of	\$1.25 per hour
Effective 02-01-2010package increase of	\$1.30 per hour
Effective 08-01-2010package increase of	\$1.60 per hour
Effective 02-01-2011package increase of	\$1.55 per hour
Effective 08-01-2011package increase of	\$1.50 per hour
Effective 02-01-2012package increase of	\$1.55 per hour
Effective 08-01-2012package increase of	\$1.50 per hour
Effective 02-01-2013package increase of	\$1.55 per hour
Effective 08-01-2013package increase of	\$1.75 per hour
Effective 02-01-2014package increase of	\$1.80 per hour

**SECTION 4.** The Union shall have the right to distribute or allocate all or any part of negotiated monetary increments which are to become effective February 1, 2009, and thereafter, to funds in existence in this Agreement except as follows:

02/01/09 ten-cents (\$0.10) per hour worked shall be allocated to the new fund "LMCC"  
08/01/09 five-cents (\$0.05) per hour worked shall be allocated to the Local Training Fund  
02/01/10 five-cents (\$0.05) per hour worked shall be allocated to the Local Training Fund  
08/01/10 five-cents (\$0.05) per hour worked shall be allocated to the Local Training Fund  
08/01/10 ten-cents (\$0.10) per hour worked shall be allocated to the LMCC  
02/01/11 five-cents (\$0.05) per hour worked shall be allocated to the Local Training Fund  
08/01/11 five-cents (\$0.05) per hour worked shall be allocated to the Local Training Fund  
02/01/12 five-cents (\$0.05) per hour worked shall be allocated to the Local Training Fund  
08/01/12 five-cents (\$0.05) per hour worked shall be allocated to the Local Training Fund  
02/01/13 five-cents (\$0.05) per hour worked shall be allocated to the Local Training Fund  
08/01/13 five-cents (\$0.05) per hour worked shall be allocated to the Local Training Fund  
02/01/14 five-cents (\$0.05) per hour worked shall be allocated to the Local Training Fund

**SECTION 5.** The Standard Form of Union Agreement (A-01-05) defines the method for payment of wages to be in the shop or on the jobsite each week and no more than 2 days will be withheld. **EXAMPLE:** If the pay period ends on Tuesday, checks are to be distributed to the employee by the end of the employee's shift on Friday. The employer agrees that if payday falls on a holiday, Employees will be paid on the day preceding that holiday, so as not to create a hardship for the Employee. In order to clarify the actual payment of wages if the Employer requires services of the U.S. Mail to deliver his Employees' paychecks, the following shall apply:

1. The Employer agrees that wages mailed are not wages paid. Any Employer who requires the services of the U.S. Mail or other private mail delivery systems will continue to have responsibility for his Employees' paychecks until actual receipt by each Employee. All such paychecks must be mailed with postmark or other applicable documentation showing the date mailed, on or before the second working day following the last day of the normal payroll week ending.

2. In situations where receipt of payroll by regular mail has not allowed compliance with the terms of this Agreement, other methods of paycheck delivery must be arranged. If an Employee's paycheck, when mailed, has not been received on or before the fourth day (regardless of weekend or holiday) following the last day of the normal payroll week ending, the Employer shall immediately reissue the Employee's paycheck for hand delivery, overnight priority mail or other similar method available to ensure receipt of the paycheck the following day.

3. The Employee has the responsibility to report hours worked in a timely manner in accordance with company payroll policy. It is agreed by the parties hereto, that timely payment of Employees' wages is dependent on timely submittal of time cards or work hour reports according to company payroll policy.

If an Employer discharges an Employee, the wages earned and unpaid, at the time of discharge, are due and payable immediately. The employee must be paid at the place of discharge when laid off or terminated. The only exception to this will be in an instance of termination where the employee has, through previous written confirmation, directed the Employer to make his payroll payments via U.S. Mail or direct deposit to the Employee's bank. In this instance, the employer may transmit termination payment via overnight mail or direct deposit, as previously authorized.

If an Employee voluntarily quits his employment, his wages shall become due and payable on the next scheduled payday. If an Employer knowingly fails to pay in accordance with the above sections, any wages of an Employee, the Employer will incur a penalty of \$150.00 per day (or fraction of a day), which shall be paid to the Employee on or before the next scheduled payday.

No Employer shall require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless all payment of wages and fringe benefits have been made. Any release required or executed in violation of the provision of this section shall be null and void, as between the Employer and Employee.

### ARTICLE III AGREEMENT AND AMENDMENTS, PLANS, TRUSTS AND FUNDS

**SECTION 1.** Health Fund: Health Fund contributions shall be paid by Signatory Employer to the Sheet Metal Workers Trust Funds. The agency handling these funds is **Sheet Metal Workers Trust Funds, Dept. #7784, Wells Fargo Lockbox, MAC E2001-049, 3440 Flair Dive, El Monte, CA.**

Effective 2-1-2001

\$6.60 per hour worked

a. Future increases during the life of this Agreement shall be decided by vote of the Union Membership and allocated from the package increases negotiated in this Agreement.

b. All contributions are to be made in accordance with the Trust Agreement between the Joint Trusteeship composed of Trustees representing the Sheet Metal Contractors/Employers and the Sheet Metal Workers Union who are affiliated with the Southern California, Arizona and Nevada Health Fund.

c. The Fund is to be administered as provided in the Trust Agreement between the Contractor/Employer Trustees and the Union Trustees. The Signatory Employers are to be represented by a Trustee who shall be a member of the Board of Trustees, and Local No. 273 shall be represented by a Trustee who shall be a member of the Board of Trustees.

**SECTION 2. Pension-** Pension contributions shall be paid by the Signatory Employer to the **Sheet Metal Workers Trust Funds, Dept. #7784, Wells Fargo Lockbox, MAC E2001-049, 3440 Flair Dive, El Monte, CA.**

Effective 2-1-2001

\$4.35 per hour worked

a. Future increases during the life of this Agreement shall be decided by vote of the Union Membership and allocated from the package increases negotiated in this Agreement.

b. The Pension Fund is to be administered under the Trusteeship of the Board of Trustees governing the Sheet Metal Workers Pension Plan of Southern California, Arizona and Nevada. Contractors/Employers signatory to this Agreement shall be represented on the Board of Trustees equally with Local Union 273.

c. The Employer agrees that in the event the cost of benefits provided by the Sheet Metal Workers Trust Funds of Southern California, Arizona and Nevada Pension Fund shall be increased as a result of passage of Federal or State legislation mandating changes in funding and/or vesting requirements, it will increase its contributions in an amount sufficient, in the judgment of an actuary selected by the Trustees of the Pension Fund, to maintain at the current level and on a sound actuarial basis all benefits then being provided for present or prospective covered Employees. Said increase in contributions to commence on the first day of the month following the effective date of the aforesaid legislation.

**SECTION 3. Vacation:** Effective February 1, 2001, the payment from the Signatory Employer to the Vacation Fund shall be computed on the basis of Gross Taxable Wages including all overtime for each Employee as follows: (Note: See sub-paragraph "d" below.)

Effective 2-1-2001

10% Gross Taxable Wages

a. Vacation contributions shall be paid by the Signatory Employer to the **Sheet Metal Workers Trust Funds, Dept. #7784, Wells Fargo Lockbox, MAC E2001-049, 3440 Flair Dive, El Monte, CA.**

b. All contributions are to be made in accordance with the Trust Agreement between the Joint Trusteeship composed of Trustees representing the Tri-Counties Air Conditioning and Sheet Metal Contractors Association, Inc., and the Sheet Metal Workers Local Union No. 273.

c. The Fund shall be administered by an equal number of Trustees from each respective organization, as provided in the Trust Agreement.

d. Until further notice from the Union Office, the 10% Vacation deduction has been suspended, and the vacation payment shall be included on the employee's check.

**SECTION 4. National Pension Plan:**

a. Payments from the Employer to the designated office of the National Pension Plan shall be made in accordance with the Trust Agreement of the National Pension Plan on behalf of all Employees.

Effective 2-1-2009

\$2.20 per hour worked

b. Future increases during the life of this Agreement shall be decided by vote of the Union Membership and allocated from the package increases negotiated in this Agreement.

**SECTION 5. 401-A Plan (Tax Qualified Defined Contribution Plan):** The Employer shall contribute to the 401-A Plan as of February 1, 2009 at the rate of \$0.75 Base per hour worked by each employee covered by the bargaining unit. All contributions are to be made in accordance with the Trust Agreement covering the 401-A Plan. Base contributions will be made on the basis of actual hours worked and Class contributions will be made on the basis of hours paid.

**SECTION 6.** The parties to this Agreement recognize that Pension Plans, a Health Fund, a 401-A Plan, an Apprenticeship Plan and a Vacation Plan have each been heretofore established and administered by a Joint Board of Trustees composed of an equal number of representatives of the Union and the Employers, pursuant to the terms and provisions of trust agreements and amendments, changes and modifications covering each respective joint trust, as well as the rules and regulations, operations and actions of the Boards of Trustees for each respective joint trust. The parties to this Agreement hereby subscribe to and agree to be bound by all the provisions of each such trust agreement and amendments, changes and modifications thereto, now or hereafter entered into, as well as the rules and regulations of each such joint trust and the actions and operations of each respective Joint Board of Trustees. It is also agreed that the Trustee or Trustees representing the parties to this Agreement shall be those presently serving as such or their replacements pursuant to the terms and provisions of each respective trust agreement, now or hereafter entered into, as provided in this collective bargaining Agreement.

**SECTION 7.** The Employer shall contribute to The Sheet Metal Industry Fund of the Tri-Counties, Inc. (Industry Fund) at the rate of .79 cents per hour for each hour worked by each employee covered by the bargaining unit. All contributions are to be made in accordance with the Industry Fund's by-laws.

**SECTION 8.** The members of The Sheet Metal Industry Fund of the Tri-Counties, Inc. may at any time, increase their contributions to the Industry Fund during the term of this Agreement. This action by the Contractor/Employer will not be deemed cause to open any other part of this Agreement for any other changes.

**SECTION 9.** Fund Collection Provisions. Fringe benefits, including Industry Fund contributions, are due and payable the 5th of the month following the month for which they are to be made. They are delinquent on the 15th of the same month. Any Contractor/Employer who is found delinquent in fringe benefit payments shall have his Employees removed from his shop or job site until he has paid all delinquencies to date. He then shall post a Cash Bond in the amount of two thousand dollars (\$2,000) or a sum equal to twice the amount of the delinquency; whichever is greater, with the Local Union to guarantee payment of future indebtedness in fringe benefit funds. It is agreed that all fringe and fund contributions shall be paid on the number of hours worked and not on the number of hours paid.

**SECTION 10.** An Employer who has not previously been signatory to an agreement with Local Union 273 shall post a bond of ten thousand dollars (\$10,000) or a sum equal to twice the monthly indebtedness, whichever is greater, guaranteeing payment of wages and fringe benefits incurred in the operation of his business. Said bond shall be written for a period of two years from the date of the Employer's signing with the Union and no such continuation of said bond shall thereafter be required except for good and sufficient reason.

**SECTION 11.** Monies due the Fringe Benefit Funds, including the Industry Fund, for the month of February 2001, and all subsequent payments will be transmitted on one form and by one check to the **Sheet Metal Workers Trust Funds, Dept. #7784, Wells Fargo Lockbox, MAC E2001-049, 3440 Flair Dive, El Monte, CA.** All Fringe Benefit Fund payments are due on the 5th of the month following the month for which contributions are made. Payment is delinquent on the 15th of that month, if not received in the bank. In case the 15th falls on a weekend, the following Monday will be the final delinquent date.

**SECTION 12.** The parties recognize and acknowledge the importance of regular and prompt filing of accurate Employer reports and the regular and prompt payment of correct Employer contributions to the proper management of the Funds, and that it would be extremely difficult, if not impossible, to fix the actual expense and damage to the Trusts which would result from the failure of an individual Employer to make such accurate reports and to pay such accurate monthly contributions in full within the time specified above. Therefore, the amount of damage to the Trusts resulting from failure to file reports shall be presumed to be the sum of two hundred dollars (\$200) per trust or ten percent (10%) of the amount of the contribution or contributions due, whichever is greater, for each delinquent report. In addition the parties agree that the amount of damage to the Trusts for failure to pay contributions before they are delinquent shall be presumed to be a sum equal to five percent (5%) of the amount of contribution which is due and unpaid for each additional month during which

payment of such delinquency remains unpaid. These amounts shall become due and payable to the Trusts as liquidated damages and not as a penalty upon the date immediately following the date on which the report or contributions become delinquent. Liquidated damages shall be paid for each delinquent or fraudulent report or contribution and shall be paid in addition to contributions due.

**SECTION 13.** It is further understood that if funds are not received in a timely manner of which the Employer has no control, he has a right to waivers as provided in policies of Labor Management Fund Trustees.

**SECTION 14.** In the event that a Contractor/Employer or subcontractor fails to provide the information required under California Civil Code 3097 (k), or similar information requested by the Trustees, then any shareholder, officer and/or director of any Employer that is a corporation will be individually liable for any contributions unpaid to the trusts which might have been recoverable by the Trusts through the timely filing of mechanics liens or stop notices.

**SECTION 15.** Each employer understands that no partners, sole proprietors or shareholders of Subchapter S corporations are eligible to participate in the funds. Therefore, each Employer's report shall be certification that no such individuals are included as Employees on such reports.

**SECTION 16.** In the event an Employer should submit payment by check which does not clear his bank, for any reason, all future payments shall be allowed only by Cashier's Certified Check.

**SECTION 17.** As provided for under Section 8 above, where a contractor/employer is delinquent, the Association Secretary shall so notify the Business Manager of Local Union No. 273, within 10 days of the delinquency date. The Union Business Agent shall implement removal of the Employees in the event no cash bond has been made. If a cash bond has already been set up with the Union, the Business Agent shall make whatever deduction applicable and at that time enforce the sum equal to twice the amount of the delinquency in the form of a cash bond of not less than two thousand dollars (\$2,000) as a provision for further insurance covering all funds involved.

**SECTION 18.** The Union and Management Trustees of the Fringe Benefit Funds are hereby authorized to conduct an audit of an Employer's payroll records to check the validity of all reports and Fringe Benefit contribution payments. Any Employer found in violation must pay for any and all costs of audit, or litigation.

#### **ARTICLE IV**

#### **JOINT INDUSTRY COUNCIL, LABOR MANAGEMENT COOPERATION COMMITTEE (LMCC)**

**SECTION 1.** A Joint Industry Council is hereby established. The Council shall be composed of equal numbers representing the Contractors Association and the Local Union.

**SECTION 2.** The Joint Industry Council shall be empowered to establish manpower requirements for signatory Employers who are competing against non-signatory heating, ventilating, air conditioning and Sheet Metal Contractors/Employers. Decisions of the Joint Industry Council shall be final and binding.

**SECTION 3.** It is the intent of this article that the Joint Industry Council shall make their decisions in group meetings. Inasmuch as certain cases may arise where a rapid decision is necessary, the Joint Industry Council may make their decision by poll taken over the telephone.

**SECTION 4.** A Labor Management Cooperation Committee Trust shall hereby be established. The Trust shall be composed of equal numbers representing the Contractors' Association and the Local Union. Funding shall be shared equally by both parties.

**ARTICLE V**  
**HOLIDAYS**

**SECTION 1.** Any Holiday which falls on a Sunday shall be observed on the Monday following. Any Holiday, which falls on a Saturday, shall be observed on the Friday previous.

**SECTION 2.** The standard holidays, as enumerated in the Standard Form of Union Agreement, are the holidays observed in this Agreement. They are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In addition to these, Martin Luther King Day, Presidents' Day, Good Friday, Veterans' Day and the Friday after Thanksgiving shall be observed as Holidays.

**ARTICLE VI**  
**JOURNEYMEN CLASSIFICATIONS**  
**(GENERAL FOREMEN, FOREMEN, DETAILER AND CERTIFIED WELDER)**

**SECTION 1.** Foreman Rate. Foremen shall receive a minimum of 10% above the prevailing Gross Taxable Wage scale of Journeyman in addition to the regular Journeyman wages.

**SECTION 2.** Foreman rate shall be paid to one (1) Journeyman as selected by the Employer, on any job where there are five (5) or more Journeymen employed, inclusive thereof, if the particular job shall extend for at least three (3) days, and 24 hours job time per man.

**SECTION 3.** In any shop employing three (3) or more Journeymen, one (1) of the minimum three (3) or more Journeymen shall receive said rate.

**SECTION 4.** General Foreman. A General Foreman rate shall be established. General Foremen shall receive a minimum of 15% above the prevailing Gross Taxable Wage scale of Journeymen in addition to the regular Journeymen wage.

**SECTION 5.** One (1) General Foreman shall be selected by the Employer in any shop, on any job, or combination thereof where fifteen (15) or more Journeymen are employed.

**SECTION 6.** When a Journeyman Sheet Metal Worker is hired or acts principally in the capacity to render plans or blueprints to shop fabrication drawings and work sheets, he shall be known as a "Detailer" and receive the Foreman rate. Any and all detail drawings as covered under the Standard Form of Union Agreement A-01-05 shall have and bear the SMWIA member identification number and signature affixed in a conspicuous place in the bottom right-hand corner of said drawing for the purpose of identifying the individual responsible for same. If a stamp is used it is the employee's responsibility to provide it and computer identification will not be allowed.

**SECTION 7.** When a welding certificate is required and a Journeyman Sheet Metal Worker is working as a "Certified welder," he shall receive a minimum of 10% above the prevailing gross taxable wage scale of Journeymen in addition to the regular Journeyman wage. Any cost of welding test(s), required by the employer, shall be paid by the employer, including time required to take such test(s), unless the required test is provided and available at the JATC.

**ARTICLE VII**  
**JOURNEYMEN AND APPRENTICES**

**SECTION 1.** It is the intention of the parties to this labor Agreement that only competent Employees shall be employed. Standards to be used by the Dispatcher in determining qualification will be as follows:

a. Journeyman Sheet Metal Workers. Any individual who has previously worked for a Signatory Employer for at least one year in the jurisdiction of Local Union No. 273, and who has been certified by such Employer as having the requisite skills of a Journeyman Sheet Metal Worker, will be deemed to be eligible to be dispatched as a Journeyman Sheet Metal Worker.

b. Any individual who has worked elsewhere as a Journeyman Sheet Metal Worker for a period of five (5) years will be deemed to be eligible to be dispatched as a Journeyman Sheet Metal Worker.

c. All other individuals desiring to be registered and dispatched as a Journeyman Sheet Metal Worker must show four (4) years experience with the tools of the trade and must present to the Dispatcher a certificate showing that such person has passed a written examination and a practical test prescribed and administered by the Joint Apprenticeship Committee or its designee to reclassify his skills from those of an Apprentice to those of Journeyman.

d. It is a condition of employment that all Journeyman Sheet Metal Workers shall be required to maintain and keep current a valid 1st Aid and CPR Certification Card, and OSHA 10. This certification card must be carried at all times when in the active employ of an employer. All Journeymen shall have a period of two (2) years from the date of this agreement to come into compliance with this requirement. It shall be the responsibility of the Local Training Fund to keep the appropriate records and provide the training required. This certification/training, shall be available, through the JATC, to members, a minimum of four (4) times each year.

e. The parties signatory to this agreement understand the need for employees to be highly educated and skilled in all facets of the sheet metal industry. It is the desire of both parties to this agreement to recapture lost market share and in the furtherance of this goal all Journeyman Sheet Metal Workers are extended a two (2) year period in which to complete a minimum one (1) semester course of continuing/update training and/or education to enhance their skills in the sheet metal industry. The objective is to make all signatory Contractors/Employers more productive and as a result more competitive in the market place. The continuing/update training and/or education program need not necessarily be given by the Local Joint Apprenticeship and Training Fund but may be obtained through a local college or other adult educational institution. However, the Local Joint Apprenticeship and Training Fund must approve any outside training.

**SECTION 2.** The upper and lower age limits of Apprentice applicants shall be set to comply with the laws of the State of California.

**SECTION 3.** Apprentices. Any individual currently registered in the Apprentice Program who is eligible under the rules of the Joint Apprenticeship Committee shall be deemed a qualified Apprentice, and eligible for dispatch on a probationary period of one (1) year and/or in accordance with Apprenticeship Program Standards.

**SECTION 4.** Apprentices shall be allowed to shops having the capacity to teach them the Sheet Metal Trade, at the following ratio: One (1) to three (3) Journeymen, or fraction thereof.

**SECTION 5.** Apprentices shall serve a five (5) year Apprenticeship, advancing at the end of the fifth (5th) year to full Journeyman status.

**SECTION 6.** The number of apprentices on any job or operation in or out of the shop shall not exceed the number of Journeymen on that job or operation.

**SECTION 7.** An Apprentice member may be sent on outside jobs by himself at the beginning of his third (3rd) year of apprenticeship.

**SECTION 8.** Apprentices shall be allowed on overtime work only at the rate of one (1) Apprentice to three (3) Journeymen.

**SECTION 9.** Apprentices entering the trade shall be covered by the National Pension Plan "A". The

contribution to the National Pension Fund on behalf of all apprentices shall be made at the same percentage rate as their respective percentage rate of pay. Their contribution shall be recorded on the regular transmittal forms used by Employers to record all other Journeymen and Apprentice members.

**SECTION 10.** Employers will contribute to the Sheet Metal Workers Health Plan of Southern California, Arizona and Nevada on behalf of Apprentices.

a. Apprentice employees shall be covered by the Health Plan of Sheet Metal Workers' of Southern California, Arizona and Nevada, "B" Plan, \$3.40 per hours worked, with a minimum of 100 hours per month contribution, except in month(s) of hire and termination.

b. The Employer agrees, during the term hereof, that in the event the cost of premiums for the schedule of group insurance benefits obtained by said Joint Board of Trustees is increased over the present rate, the Employer will, effective with the month of said increase, and upon request of the Union, pay into the Health Plan an amount equal to such increased cost of premiums for its said Employees, in addition to the payments hereinabove provided.

**SECTION 11.** Beginning with the third year of Apprenticeship training, Employers will make contributions on behalf of Apprentices to the Sheet Metal Workers Pension Plan of Southern California, Arizona and Nevada. Contributions will continue to be made on their behalf to the National Pension Plan. The contribution to the Southern California Pension Plan shall be made at the same percentage rate as their prospective taxable percentage rate of pay.

**SECTION 12.** In addition the following rules shall prevail:

a. The Joint Apprenticeship Committee of the respective County areas shall have the authority to make and enforce rules and regulations that are conducive to a progressive Apprenticeship Program. Employers signatory to this Agreement shall abide by said decisions of rules and regulations.

b. All Apprentices must clear with the Apprentice Committee before going to work.

c. The Apprentice is indentured to the Local Joint Apprenticeship Committee, and the Employer does not have the authority to transfer or terminate the employment of an Apprentice without the consent of the Joint Apprenticeship Committee.

d. A pool of Apprentice applicants is hereby established in each area hereinafter referred to as the "Apprentice Pool."

e. All new Apprentices must come from the "Apprentice Pool" and there will be no attempt on the part of the Employer to by-pass this pool. The "Apprentice Pool" shall consist of the following:

(1.) Unemployed indentured Apprentices.

(2.) Waiting list of the Joint Apprenticeship Committee.

f. The Local Training Fund shall be \$.97 per hour per Employee. Management and Union representatives shall jointly administer this Fund. Payment shall be included with the monthly check mailed to Sheet Metal Workers Trust Funds, Dept. #7784. Los Angeles, CA 90088-7784 on the single form.

g. Both employer and employee will fund, equally, all future contributions to the Joint Apprenticeship Training Committee.



**ARTICLE VIII**  
**OWNER MEMBERS**

**SECTION 1.** The Classification of "Owner Member" is hereby established. All Trust Fund contributions that are required to be made on behalf of Journeymen Sheet Metal Workers that are members of Local #273, are required to be made on behalf of those members classified as Owner/Members of Local #273. And that Owner/Members are hereby granted the right to determine the best possible use of available capital for their situation. Owner/Members are, at their discretion, exempt from the requirement to make contributions on their behalf to the national Pension Fund.

**ARTICLE XI**  
**WORK HOURS, OVERTIME, REST PERIODS**

**SECTION 1.** All overtime after 8 hours per day Monday through Friday shall be compensated at the rate of 1-1/2 times the regular rates of pay. Saturday and Sunday the first 8 hours shall be compensated at the rate of 1-1/2 times the regular rates of pay. All overtime over 12 hours on a regular workday and over 8 hours on Saturday and Sunday, and all work on Holidays shall be compensated at the rate of 2 times the regular rates of pay. This section shall be modified to conform to Article VIII, Section 3 when an alternate workweek is established.

**SECTION 2.** Regular working hours shall consist of forty hours per week, eight hours worked per day, between the hours of 6:00am and 5:00pm, with no more than one hour for lunch. In no event shall starting time in the shop or on the jobsite begin before 6:00am, unless otherwise authorized by the Local Union

With the written consent of a majority of the Employees and the Local Union, the Employer may establish regular working hours consisting of ten (10) consecutive hours per day, forty hours per week, Monday through Thursday or Tuesday through Friday. Prevailing wage laws, if different, shall supersede this option on prevailing wage projects.

If an Employee is required to be on call on a standby basis, within a twenty-four period, other than his regular workday or within the twenty-four (24) hour period outside his regular workday or work week, he shall be paid ten dollars (\$10.00) for each such standby period. If work is performed during a standby period, the Employee shall be guaranteed (4) hours pay at the appropriate rate of pay in lieu of the ten dollars (\$10.00) standby.

**SECTION 3.** Two rest periods shall be observed in all shops and on all jobsites during regular working hours. These rest periods shall be a minimum of ten minutes in duration. The first rest period shall take place midway between start time and meal break; the second rest period shall take place midway between meal break and quitting time.

During shift work or overtime work, similar conditions shall apply. There shall be no additional rest periods during overtime work of two hours or less.

The Employers and Employees shall comply with the current California State Law regarding meal periods in all shops and on all jobsites. Said law currently states each Employee must receive a thirty-minute meal period within the first five hours of the workday. An Employee may waive the meal period only if the entire workday does not exceed six hours. Each Employee must receive a second thirty-minute meal period if the workday extends beyond ten (10) hours. The Employee may waive the second meal period if the workday does not exceed twelve (12) hours.