

**ARTICLE X**  
**SHIFT WORK**

**SECTION 1.** Shift work shall be allowed between the Contractors/Employers and the Union and not less than five (5) full consecutive regular workdays shall constitute a shift.

**SECTION 2.** When a shop or job goes on a shift basis, the evening shift shall receive 10% premium and eight (8) hours pay for eight (8) hours worked and the shift shall begin no later than 5:30 p.m. The graveyard shift shall receive 10% premium pay and eight (8) hours pay for eight (8) hours worked and the shift shall begin no later than 1:00 a.m. Employees must have an eight (8) hour rest when changing shifts.

**SECTION 3.** The Local Union office and the shop of Job Steward must be notified when shift work is to be practiced.

**SECTION 4.** All shift work over the normal hours worked will be paid at the overtime rate of pay Monday through Friday.

**ARTICLE XI**  
**SUBSISTENCE AND TRAVEL EXPENSE**

**SECTION 1.** When working in the jurisdiction of another Local Union, the Employer agrees to pay the Employee \$60.00 per day, or the subsistence rate as outlined in the Local Union Agreement in the jurisdiction of the Local Union where the work is to be performed, or actual expenses incurred, whichever is higher.

When an employee is employed on a "subsistence work site" and the employee chooses to travel from the jobsite to home with a company provided vehicle, he/she shall be responsible for furnishing his/her own fuel for each trip exclusive of the first and last trip.

Any claim for past due subsistence payment filed with Local 273, by an Employee, shall be null and void when more than 30 days has passed since the first day of work in the out of area jurisdiction.

**SECTION 2.** No Employee shall be requested, required, or permitted to furnish transportation during working hours; except, when relocating to a new jobsite or shop. In this situation, the Employee will be paid the hourly wage to the second and so forth jobsite/shop (on the same day). An Employee may transport only his personal tools in his personal vehicle.

**ARTICLE XII - STARTING POINTS**  
**PERMANENTLY ESTABLISHED SHOP SITES**

**SECTION 1.** A Permanent Established Shop Site shall be defined as a shop having the capability of fabricating sheet metal products and performing service to the general public.

**SECTION 2.** Should a branch shop or shops be established, they shall have the capabilities as required above. A branch shop shall not be used as a dispatch point until it has been in continuous existence for a period of six months.

**SECTION 3.** Any permanent established shop shall be permitted to establish additional shops within the geographical jurisdictional area to this Agreement.

a. An Official Free Zone Land Map of the Tri-Counties is hereby established for the purpose of providing free travel zones

b. No Employee shall be requested, required, or permitted to furnish transportation during working hours.

c. Any Employee working for Shops signatory to this Agreement, by mutual consent of Employer and Employee, shall have the option of reporting either to job or shop, whichever is closer to his home, but shall receive the prevailing rate from the shop site.

**SECTION 5.** There shall be no change in permanent established shop site or branch sites that adversely affect existing conditions during the full term of this Agreement.

**SECTION 6.** Should an Employee be transported to and from a mutually acceptable site in a company vehicle or supplied a vehicle, in all cases, the Employee will be afforded suitable seating in a vehicle with compliance to safety laws.

### **ARTICLE XIII** **HIRING AND DISPATCHING**

**SECTION 1.** It is mutually understood by and between the parties signatory to this Agreement that it is necessary to maintain an efficient system of production in the industry to provide an orderly procedure for referral of applicants for employment in the industry. It is, therefore, mutually agreed that when the signatory Employer requires Employees to perform any work covered by this Agreement, such Employer shall hire such applicants for employment in accordance with the provisions hereinafter provided.

**SECTION 2.** The Employers signatory to this Addendum shall requisition all Journeymen employees who are to be employed in the bargaining unit from the local hiring hall of the Union. The employer may request all Journeymen from Group I list, as outlined in Section 7, subsection (a) of this Article, at hiring hall on an "as needed" basis. They may also use the traditional first in, first out hiring method and having the area jurisdiction of the particular craft or skill involved. The Union will immediately dispatch such Employees as have been requisitioned on a non-discriminatory basis in accordance with the dispatching rules as defined in Section 4 of this Article. However it is understood and agreed that all such dispatching and the operation of any hiring halls that may be maintained by the Union shall be subject to and governed by the following conditions:

- a. Selection of applicants for referral to jobs shall be on a nondiscriminatory basis and shall not be based on or in any way affected by Union membership, by-laws, regulations, constitutional provisions, or any other aspects or obligations of Union membership, policies or requirements.
- b. The Employer retains the right to reject any job applicant referred by the Union for proper cause.
- c. The parties to this Agreement shall post in places where notices to Employees and applicants for employment are customarily posted or otherwise notify any applicant, all provisions relating to the functions of the hiring arrangements.

**SECTION 3.** If the Union fails to furnish the requisitioned Employee(s) within forty-eight (48) hours after the requisition, then and in that event the Employer may secure such Employee(s) from any other source available, subject only to the conditions, provisions and restrictions of this Agreement and Standard Form of Union Agreement, and the Addenda thereto between the parties. However in such event the Employer will notify the Union immediately when such Employee(s) are hired.

**SECTION 4.** Dispatching Procedures. The following dispatching procedure shall be forthwith placed in effect at the Union Dispatching Office pursuant to the provisions of the Collective Bargaining Agreement between Local Union No. 273 and the signatory Employer.

- a. The Employer has agreed that he will first call the Union Dispatching Office for all Employees. If Union Agents are asked to supply Employees they shall promptly relay such request to the proper dispatching office for servicing the request.
- b. A written record slip will be furnished to each Employee dispatched to a job. This is not a Union "clearance," but rather written evidence in the Employee's possession that he has been dispatched in accordance with an applicable labor agreement.
- c. The Dispatching Office shall maintain appropriate registration lists, cards, and other records of registered individuals kept current from day to day and record slips of registered individuals will be made in accordance with the seniority provisions hereinafter stated. However, when an applicant seeks to register for the first time as a Journeyman Sheet Metal Worker, he shall furnish satisfactory proof that he is qualified to do the work in the particular category in which he seeks employment.

**SECTION 5.** No qualified applicant will be refused registration or dispatchment because of membership or non-membership in any Labor Union.

**SECTION 6.** The Dispatching Office shall maintain registration lists in such a manner so as to dispatch individuals either as Journeyman Sheet Metal Workers or Apprentices without discrimination against such applicants by reason of sex, national origin, age, creed or color, and such selection and referral shall not be affected in any way by rules, regulations, by-laws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements.

**SECTION 7.** The Dispatcher shall register applicants for employment on the basis of the groups listed below. Each applicant for employment shall be registered in the highest priority group for which such person qualifies, and such person shall be registered within that grouping in accordance with the principle that the first person registered is the first person referred to employment and the last person registered is the last person to be referred to employment, provided such person is qualified to perform the work. The Dispatcher shall select and refer qualified applicants in the following order or preference:

- a. GROUP I - All applicants for employment who have four or more years of experience in the trade, are residents of the geographical area constituting the normal construction labor market, who have been employed for a period of at least two years of the last four years under a collective bargaining agreement between the parties to this Agreement.
- b. GROUP II - All applicants for employment who have four or more years of experience in the trade.
- c. GROUP III - All applicants for employment who have two or more years experience in the trade, are residents of the geographical area constituting the normal construction labor market and who have been employed for at least one year in the last three years in the trade under a collective bargaining agreement between the parties to this Agreement.
- d. GROUP IV - All applicants for employment who have worked at the trade for more than one year.
- e. GROUP V - All applicants for employment who have worked at the trade for less than one year.

**SECTION 8.** It will be the responsibility of all qualified individuals who have been previously dispatched to re-register when out of work, if they desire to be dispatched again. A qualified Journeyman or Apprentice may register by phone.

**SECTION 9.** The Dispatcher in the first instance and in accordance with the foregoing provisions will determine whether an individual is qualified to register and as to the group in which he shall be placed. This determination will normally be based upon information or papers which the applicant supplies. If any doubt

exists as to any material matter, the Dispatcher may call prior Employers or otherwise make prompt investigation to get the facts needed. Any dispute, which may arise relative to qualifications or any other material matter, shall be settled as follows:

- a. The applicant shall file with the Dispatching Office a written request for review of the disputed matter.
- b. The Dispatching Office shall immediately refer the request to the Local Joint Industry Council, who shall review the matter at its next regular meeting. The applicant may appear before said Board and present all material and pertinent evidence. After review thereof, the Board shall forthwith make its recommendations, which shall be conclusive.

**SECTION 10.** Dispatchers shall hand to each applicant applying for registration and dispatchment a copy of these dispatching rules. Whenever possible, a written receipt should be obtained and kept by the Dispatching Office. A written receipt shall be mandatory from all individuals who qualify and register for dispatchment for the first time.

**SECTION 11.** "Available for work" means that the registrant must be present at the time and place uniformly required for dispatchment, and such person will be ready, able, and willing to go to the job site and perform the work for which such individual is being dispatched. The practice of the Dispatching Office shall be uniform as to all registrants with respect for physical presence in the office at given hours, or telephoning in, being available at a telephone, etc., and registrants shall be informed of the practice.

**SECTION 12.** Appropriate notations shall be made opposite the registrant's name indicating when he cannot be reached, is not available for work, or any other reason he has been passed over for dispatchment. If inquiry is made by the registrant, such person shall be given exactly the same information as to reason, etc., as appears on the notation.

**SECTION 13.** In such cases, or any other cases, which may lead to a dispute, the Dispatcher should immediately make notes on the facts upon which the Dispatcher has based a decision to dispatch or not to dispatch the person.

**SECTION 14.** No fees shall be required as a condition of registration or dispatchment.

**SECTION 15.** Any Signatory Employer who is specifically required by a Federal or State Statute or Executive Order to engage in an affirmative action plan so as to avoid discrimination in employment, may requisition a person specifically by name from any group, provided such individual is available for such employment, so long as the Employer notifies the Union in writing that such a person is required for the purpose of satisfying the guidelines of such affirmative action plan.

**SECTION 16.** The parties agree to a "Drug Free Workplace" policy, with specifics to be implemented at a later date. It is agreed that this policy will be in place no later than February 1, 2011.

#### **ARTICLE XIV** **INJURY CLAUSE**

If a man is injured on the job or in the shop in the morning to the extent that he cannot work in the afternoon, he shall receive pay for one-half (1/2) day. Should the accident occur in the afternoon, he shall receive his pay for the entire day. Any injury compensation claimed under this paragraph must be certified by a practicing physician.

**ARTICLE XV  
POWDER ACTUATED TOOLS**

**SECTION 1.** In the interest of safety, any Employer who instructs or requires any Employee to use "Powder Actuated Tools," the Union must receive a copy of his examination along with the certification card, which must be countersigned without delay by the Business Manager's Office, and no Employee shall use such "Powder Actuated Tools" until such certification is countersigned by the Union. No Apprentice shall be permitted to use a "Powder Actuated Tool."

**SECTION 2.** When a man has been examined and approved by the Manufacturer to use their "Powder Actuated Tools," the Union must receive a copy of his examination along with the certification card, which must be countersigned without delay by the Business Manager's Office, and no Employee shall use such "Powder Actuated Tools" until such certification is countersigned by the Union. No Apprentice shall be permitted to use a "Powder Actuated Tool."

**ARTICLE XVI  
STEWARDS**

**SECTION 1.** A Shop or Job Steward shall be a working Employee appointed in all shops and on all jobs by the Business Manager of the Union or his authorized representative who shall, in addition to his work as a Journeyman, be permitted to perform during the working hours such of his Union duties as cannot be performed at other times.

**SECTION 2.** The Local Union agrees that such duties shall be performed as expeditiously as possible, and the Contractor/Employer agrees to allow Stewards a reasonable amount of time for the performance of such duties. The Local Union shall notify the Contractor/Employer of the appointment of each Steward. Stewards shall observe conditions of employment and conduct of Employees as defined in Article I of the Standard Form A-01-05 to the end that the duties and obligations of Employees and the provisions of the existing Standard Form of Union Agreement and Addendum shall be complied with, and shall assist whenever possible in adjusting minor differences or misunderstandings which arise, but shall immediately notify the Local Union office regarding the interpretations or applications of the provisions of existing Standard Form of Union Agreement and Addendum in connection with the employment of Employees in shops or on jobs. Stewards shall not be discriminated against by the Contractor/Employer in the performance of the duties herein stated. It is also agreed by both parties that in the event a Steward is transferred from shop to job or job to shop the Employer will cooperate with the Steward in notifying the Local Union Business Manager's Office.

**SECTION 3.** A Steward shall remain on the job until its completion. Provided said Employer has been notified of the Steward's appointment, as required above, a Steward shall not be laid off without just cause. The Employer shall notify the Union in writing of his intention to discharge or transfer a Shop or Job Steward for cause. This notice must be in the Union Office three (3) full working days prior to discharge or transfer. The Union retains the right to investigate and determine the cause for discharge or transfer.

**ARTICLE XVII  
CONTRACTOR'S /EMPLOYER'S RESPONSIBILITIES**

**SECTION 1.** Contractors/Employers signatory to this Agreement shall, when or if subletting any of the work covered under Article One (1) of the Standard Form or Union Agreement, sublet such work only to other Contractors/Employers under agreement with a Local Union of the Sheet Metal Workers International Association and under the wages, hours, and conditions of this Agreement.

**SECTION 2.** Union Label: The Contractor/Employer herein agree to give preference whenever practicable to union made materials and products, and the Union and the Association will appoint a Standing Committee for the

purpose of determining the legality of any other clause which may strengthen this clause. The Union and the Association will jointly publicize and submit to the Contractor/Employer the names of firms and companies in agreement with Local Unions affiliated with Sheet Metal Workers International Association who manufacture products bearing the Union Label of the Sheet Metal Workers International Association.

**SECTION 3. Vehicle Identification:** The Employer agrees that all commercial vehicles owned and operated by the Employer in conjunction with the performance of the work covered by this Agreement shall bear the Shop Name of the Employer in letters not less than two (2) inches high, or the emblem of the signatory Contractors Association.

**SECTION 4. Committees or Boards:** It is agreed SMWIA Local Union #273 Shall appoint the Labor Members of all Joint Labor Management Committees and Boards, including Trustees as needed. It is also agreed that Tri-Counties SMACNA shall appoint the Management Members of all Labor Management Committees and Boards, including Trustees as needed.

**SECTION 5. Signing of Individual Contract:** It is understood and agreed, between all parties concerned, that irrespective of membership in any Employer Association, each Individual Local Employer performing or contracting work for or within Santa Barbara, Ventura, or San Luis Obispo Counties shall sign an individual contract to be retained in the files of Local Union 273. Each firm signatory to this Agreement shall submit to Local 273 a list of all owners, partners, stockholders, corporation officers and holders of the State Contractors License used in the business.

**SECTION 6,** If an employee is required to pay for parking, the employer agrees to reimburse the employee for reasonable fees, upon presentation of a receipt, and Local Union agrees that employees will accept and utilize any reasonable parking facility or transportation provided by the employer.

**SECTION 7,** Providing personal protective gear will be the responsibility of the Employer. (i.e.; hard hats, safety glasses, gloves, hearing protection, etc.) Replacement of lost Safety Equipment shall be the responsibility of the Employee. Replacement of Safety Equipment that is damaged or worn out will be the responsibility of the Employer.

## **ARTICLE XVIII** **COMPLAINTS**

**SECTION 1. NOTIFICATION OF HEARING.** Notification of Local Joint Adjustment Board hearings provided for in this agreement shall be by registered mail dated at least forty-eight (48) hours prior to the time and date of the hearing and shall include an itemization of all alleged charges so as to afford a full awareness of the situation to the parties involved.

**SECTION 2. RETROACTIVE LIMIT:** The Union shall notify the Employer or his representative within ten (10) days of the date a violation is brought to its attention. No retroactive adjustment shall be required in excess of ninety (90) working days from the date the grievance is brought to the attention of the Employer. Nothing in this section is intended to, or in any way does, limit any trust fund owed any amount pursuant to this agreement from collecting those amounts in any manner provided by law.

**SECTION 3. EMPLOYEE PROTECTION:** This provision shall not result in the loss of any wage or fringe benefits provided by this agreement to any employee who is unaware that said wages and/or fringes have not been rendered in accordance with the provisions of this agreement.

**ARTICLE XIX**  
**PREVAILING CONDITIONS CLAUSE**

In the event that Local Union 273 enters into any agreement with any Contractor/Employer engaged in sheet metal and/or air conditioning work which is more favorable to that Employer than the terms of this Agreement, the Union shall immediately submit to the Tri-Counties SMACNA a copy of such agreement. Any Employer covered by this Agreement shall have the option to adopt any or all of the terms of the Agreement entered into by the Union and such other Employer, and this Agreement shall thereupon be deemed amended accordingly.

**ARTICLE XX**  
**TERMINATION DATE**

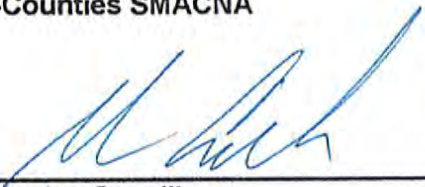
The termination date of this Addendum shall be July 31, 2014, under the terms set forth in Article XVI of the Standard Form of Union Agreement.

**ARTICLE XXI**  
**SIGNATURES**

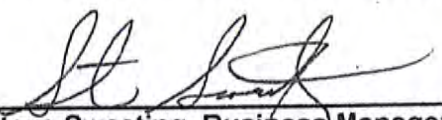
Signatures of employers, or their Representatives, in agreement to this attached Addendum shall be placed in the spaces provided.

Whereto the parties set forth their hand this date January 23, 2009

**Tri-Counties SMACNA**

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

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

  
\_\_\_\_\_  
**Steve Sweeting, Business Manager**  
**Local Union 273**

**Utility Employees**

**Local Amendment #1 to Addendum #1 of the  
STANDARD FORM OF UNION AGREEMENT**

**A-01-05**

**February 1, 2009**

**By and Between  
Sheet Metal Workers Local Union #273 and the Tri-Counties SMACNA.**

**ARTICLE I**

The position of Utility Employee is hereby established. The employment of this Employee is governed as set forth in the following articles.

**ARTICLE II**

To employ a Utility Employee the Employer must be signatory to the current local Addendum #1 of the Standard Form of Union Agreement and to the current Standard Form of Union Agreement. This Amendment shall only modify or supersede the obligations of the parties under the Standard Form of Union Agreement A-01-05 and Addendum #1 thereto in the event employees are performing Utility Employee work as hereafter defined.

**ARTICLE III**

**SECTION 1.** Prior to the employment of a Utility Employee the Employer must have, in his employ, one (1) Journeyman Sheet Metal Worker and one (1) properly indentured Apprentice.

**SECTION 2.** The number of Utility Employees may equal the number of Journeymen and Apprentices on Residential and Light Commercial Installations as defined in the attached Appendix "A" of this Amendment.

**SECTION 3.** The aforementioned ratio in Article III, Sections 1 and 2 will be allowed when the Employer has in his employ and maintains the full number of properly indentured Apprentices to which he is eligible. On all work other than Light Commercial and Residential work, as defined in Appendix "A", the number of Utility Employees may not exceed the number of properly indentured Apprentices. As long as the shop ratios are in conformance with the foregoing requirements, the individual work assignments will be at the discretion of the Contractor/Employer.

**SECTION 4.** Utility Employees may work on jobs, as defined in Appendix "A", only under the direction of a Journeyman Sheet Metal Worker or in the company of a properly indentured 4<sup>th</sup> year Apprentice.

**ARTICLE IV**

**SECTION 1.** The graduated wage rate of a Utility Employee shall be as follows:

1st six (6) months	30% of Journeyman Scale
2nd six (6) months	35% of Journeyman Scale
3rd six (6) months	40% of Journeyman Scale
4th six (6) months	45% of Journeyman Scale



**SECTION 2.** The Utility Employee shall be covered by the Health Plan of Sheet Metal Workers of Southern California, Arizona and Nevada "B" Plan, \$3.40 per hour worked, with a minimum of 100 hours per month contribution, except in month(s) of hire and termination.

The Utility Employee shall be covered by the National Pension Plan	A\$2.20 per hour
Industry Fund	\$0.79 per hour
National Training Fund	\$0.18 per hour
Local Training Fund	\$0.97 per hour
401(a)	\$0.75 per hour

**SECTION 3.** 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 4.** The Employer agrees that if, during the term of this Amendment, any of the contributions to the Funds or Trusts in Article IV, Section 2 of this Amendment are increased for Journeymen Sheet Metal Workers, the Employer agrees to increase the contribution rate a like amount to the said Fund or Trust for hours worked by Service Employees.

**ARTICLE V**


The Employer must requisition all Utility Employees from the out of work list or the approved waiting list maintained at the Union Office, in that order. If no Utility Employees are available the Employer may employ such persons as needed after they have made proper application at the Union Office.

**ARTICLE VI**

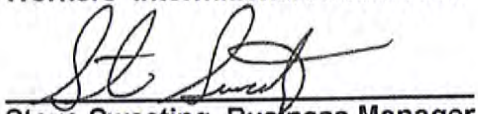
The foregoing Amendment #1 to Addendum #1 to the SFUA A-01-05 is hereby accepted and approved by the undersigned.

Whereto the parties set forth their hand this date January 23, 2009

Tri-Counties SMACNA

  
\_\_\_\_\_  
Stan Capelli  
President

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

  
\_\_\_\_\_  
Steve Sweeting, Business Manager  
Local Union 273

**APPENDIX "A"**  
**TO THE**  
**UTILITY EMPLOYEE AGREEMENT**

Residential and Light Commercial work shall not be interpreted to cover any of the sheet metal work included in the jurisdictional claims of the Sheet Metal Workers International Association, as outlined under Article I of the Standard Form of Union Agreement A-01-05. Except as defined below:

**SECTION 1.** Residential work is defined as being, all General Sheet Metal Work, Heating, Air Conditioning and/or Ventilation work on single family dwellings, multiple family dwellings, tract homes and apartment buildings, up to and including three (3) stories in height.

**SECTION 2.** Light Commercial work is defined as being, any General Sheet Metal, Heating, Air Conditioning and/or Ventilation work, performed on a wood frame building up to and including four (4) stories in height; and all concrete block or tilt-up warehouses of any size. Hotels and motels are included in Light Commercial work provided they otherwise qualify by size and type of construction.

**SECTION 3.** Tenant Improvement work is defined as being, any work necessary to finish interior spaces to conform to the requirements of the occupants of commercial buildings, after the completion of the shell.

**SECTION 4.** The scope of Light Commercial and/or Tenant Improvement shall not include the installation of Multi-zone units, package units larger than twenty-five (25) tons nominal capacity, VAV systems with fan capacity of 2" SP or greater, built-up systems, hot and chilled water systems, rectangular duct systems with a design criteria of 1" SP or greater and clean rooms. The scope of Light Commercial and/or Tenant Improvement work will include the installation of split systems up to 25 tons nominal capacity.

## MEMORANDUM OF UNDERSTANDING

### CONTRACT EXTENSION AND MODIFICATIONS AUGUST 1, 2014

Whereas, Local #273 of the Sheet Metal Workers International Association (SMWIA) (hereinafter referred to as Local #273) and the Tri-Counties Chapter of the Sheet Metal and Air Conditioning Contractors National Association (hereinafter referred to as "Local Chapter") are parties to a Standard Form of Union Agreement (A-01-05) (the SFUA) (dated February 1, 2009), all with a stated effective date of February 1, 2009, and ending July 31, 2014 (collectively: the Standard Form, the Addendum and the Amendments to the Addendum, and the Memorandum of Understanding (MOU) dated February 1, 2013), being referred to hereinafter as the "Agreement" and

Whereas, Local #273, on behalf of its union membership, and the Local Chapter, on behalf of its contractor members and those contractors who have authorized the Local Chapter to act as their collective bargaining representative, desire to modify the above referenced Agreement;

Therefore, the parties hereto agree as follows:

Effective August 1, 2014 through July 31, 2017 a total package increase of \$4.81 per hour worked and allocated as follows

1. Effective August 1, 2014 (\$1.95) a total packing increase
  - Twenty two cents (22¢) to the National Pension Fund
  - One dollar and Sixty Four cents (\$1.64) to the Local Pension Fund
  - Nine cents (9¢) to the Local Industry Fund
2. Effective August 1, 2015 (\$1.67)
  - Twenty three cents (23¢) to the National Pension Fund
  - One dollar and forty four cents ((\$1.44) to the Local Pension Fund
3. Effective August 1, 2016 (\$1.19)
  - Twenty five cents (25¢) to the National Pension Fund
  - Ninety four cents (94¢) to the Local Pension Fund

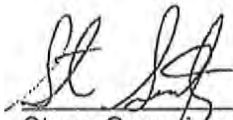
In the event, during the term of this Contract Extension MOU, there is a reduction in health plan cost, due to a switch in providers, the cost difference will be split equally between Labor and Management.

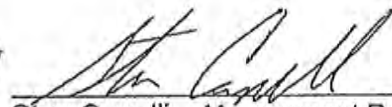
Except as above, the Agreement, and each and every term and provision thereof, shall remain in full force and effect in accordance with their existing terms. It is understood that, with the exception of the Industry Fund, Local 273 has the right to reallocate the monetary package, as deemed necessary, to existing funds and taxable wages.

The expiration date of the Agreement shall be July 31, 2017.

**NOTE:** Sheet Metal Workers' International Association Local 273 (SMWIA Local 273) will, from this point forward, be recognized as **International Association of Sheet Metal, Air, Rail and Transportation Workers Local 273 ("SMART Local 273")**.

In WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed as of August 1, 2014.

  
Date: 6/27/2014  
Steve Sweeting – Labor Representative  
Business Manager/FST  
SMART Local #273

  
Date: 6-27-14  
Stan Capelli – Management Representative  
Executive Vice President - Local Chapter  
Tri-Counties SMACNA