

**STANDARD FORM
of
UNION AGREEMENT
and
ADDENDUM**

between

ST. LOUIS CHAPTER, SHEET METAL and
AIR CONDITIONING CONTRACTORS
NATIONAL ASSOCIATION

and

SHEET METAL WORKERS'
INTERNATIONAL ASSOCIATION, AFL-CIO
LOCAL NO.36

August 1, 2009 through July 31, 2011



St. Louis

Sheet Metal Workers' Local #36 Union Office

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STANDARD FORM OF UNION AGREEMENT*

and

**ADDENDUM TO STANDARD FORM OF
UNION AGREEMENT****

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

Agreement entered into this 1st day of August 2009, by and between the St. Louis Chapter of Sheet Metal and Air Conditioning Contractors National Association (hereinafter referred to as "SMACNA, St. Louis" or "Employer" or "Contractor") and Local Union No. 36, Sheet Metal Workers' International Association, AFL-CIO (hereinafter referred to as "Union").

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 use 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 used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches; whether manually drawn or computer assisted; (e) metal roofing; and (f) all other work included in the jurisdictional claims of Sheet Metal Workers' International Association.

*Standard Form of Union Agreement is in bold type.

** Addendum to Standard Form of Union Agreement in lighter type.

In application of this agreement, any references to the male gender shall also mean the female, and any references to the female gender shall also mean the male.

SECTION 1(A). The employer recognizes the right of the Union to reserve or protect work traditionally and customarily performed by members of the Union. The employer agrees that it will assign the following work to members of the Union. However, on a particular job the work may be assigned elsewhere provided the Union has been notified in advance of such potential assignment and has agreed in writing that the employer can assign the work elsewhere for that job; the manufacture, fabrication, assembling, handling, erection, hanging, application, adjusting, alteration, repairing, dismantling, reconditioning, testing and maintenance of all sheet metal work; all working drawings or sketches (including those taken from original architectural and engineering drawings and sketches) used in fabrication and erection, said jurisdiction to include all flat, formed in brake or press, corrugated or ribbed sheets and all rolled, drawn, pressed, extruded, stamped or spun tubing, shapes and forms of plain or protected steel, iron, tin, copper, brass, bronze, aluminum, zinc, lead, german silver, monel metal, stainless and chrome steel, and any and all other alloy metals; together with all necessary or specified reinforcements, brackets, hangers, straps, plates, tees, angles, channels, furrings, supports, anchors, rods, chains, clips, frames, ornaments, trimmings, grilles, registers, castings, hardware and equipment, mechanical or otherwise, regardless of gauge, weight, or material when necessary or specified for use in direct connection with or incidental to the manufacture, fabrication, assembling, alteration, repairing, dismantling, reconditioning, testing and maintenance of all sheet metal work; said jurisdiction to also include the fastening of any and all materials and equipment specified in the jurisdictional claim, whether same be applied to wood, steel, stone, brick, concrete or other types of structure, base or materials, with full jurisdiction over the making of all connections, attachment, seams, and joints whether nailed, screwed, bolted, riveted, cemented, poured, wiped, soldered, brazed, welded or otherwise fastened and attached, and all drilling and tapping in connection with or incidental thereto.

Any and all types of sheet metal foundation forms, wall forms; column forms, casings, mouldings, plain or corrugated domes, slab forms, flat, ribbed or corrugated sheet forms used in connection with concrete or cement construction, including sheet metal inserts to provide specified openings, also permanent column guards.

Any and all types of sheets, flat, formed in brake, corrugated or reinforced; and all rolled, drawn, pressed, extruded, stamped or spun sheets, shapes and forms of plain or protected metal specified for use in

connection with or incidental to roofing, decking, flooring, siding, water proofing, weather proofing, fire proofing, for base and support of other materials, or for ornamental or other purposes.

Any and all types of formed, rolled, drawn, stamped or pressed sheet metal shingles, sheet metal tile, sheet metal brick, sheet metal stone and sheet metal lumber, when specified for use as roofing, siding, water proofing, weather proofing, fire proofing or for ornamental or any other purpose.

Any and all sheet metal work specified for use in connection with or incidental to metal standing seamed roofs, metal seamed roofs, sheet metal shingled roofs, and all other sheet metal roofs. Sheet lead, copper or any other sheet metal used for roofs. This includes all sheet metal roof systems complete, including trim, closures, and accessories.

Any and all sheet metal work specified for use in connection with or incidental to steeples, domes, minarets, lookouts, dormers, louvers, ridges, copings, roofing, decking, hips, valleys, gutters, outlets, roof flanges, flashings, gravel stops, leader heads, downspouts, mansards, balustrades, skylights, cornice moulding, columns, capitals, panels, pilasters, mullions, spandrils and any and all other shapes, forms, and design of sheet metal work specified for use for water proofing, weather proofing, fire proofing, ornamental, decorative or display purposes, or as trim on exterior of the building, and walls used as grounding plane or radio wave protection. Sheet lead, copper or any other sheet metal used for floors. Radio wave protection, x-ray or soundproofing including for security purposes.

Any and all types of sheet metal buildings including hangars, garages, service stations, commercial or storage buildings of permanent or portable design, whether manufactured, fabricated, or erected to meet specific requirements or whether constructed of standard patented units of flat, formed in brake, corrugated, rolled, drawn, or stamped sheets, shapes and forms of plain, protected or ornamental design.

Any and all sheet metal work used in connection with or incidental to the equipment and operation of grain elevators, mills, factories, warehouses, manufacturing plants and commercial buildings, including elevator legs and enclosures for same, pipes and fittings, dampers, machine guards, cyclones, fans, blowers, dust collecting systems, any and all types of blow pipe systems, ovens and driers and fume exhaust systems including all air

washers or scrubbers or any other type of environmental filtration system, heating, ventilation and air conditioning, and all other types of sheet metal work and equipment, mechanical or otherwise, in connection with or incidental to the operation thereof.

Any and all types of sheet metal ceilings with cornices and mouldings of plain, ornamental, enameled, glazed, or acoustic type; and any and all types of side walls, wainscoting of plain, ornamental, enameled, or glazed types, including sheet metal tile; and the application of all necessary wood or metal furring, plastic or other materials, to which they are directly applied.

Any and all types of sheet metal work specified for use in connection with or incidental to direct, indirect or other types of heating, ventilating, air conditioning and cooling systems; including risers, stacks, ducts, S strips, fittings, dampers, casings, recess boxes, outlets, radiator enclosures, exhausts, ventilators, frames, grilles, louvers, registers, cabinets, fans and motors; air washers, filters, air brushes, housings, air conditioning chambers, all setting and handling of air conditioning units, including raised floor computer room units regardless if duct connected or not, unit heaters or air-veyor systems and air-handling systems regardless of material used including all equipment and/or reinforcements in connection therewith; testing and balancing of all air-handling equipment, mechanical or otherwise, in connection with or incidental to the proper installation and operation of said systems, and all duct connections to and from same including any and all steel supports.

Any and all types of warm air furnaces, including assembling and setting up of all cast iron parts, all stoker, gas and oil burner equipment used in connection with warm air heating, all sheet metal hoods, casings, wall stacks, smoke pipes, trunk lines, cold air intake, combustion air, air chambers, vent pipes, frames, registers, dampers and regulation devices, residential ground source heating systems. Anything after the system enters the building and all other sheet metal work and equipment, mechanical or otherwise, in connection with or incidental to the proper installation and operation of same, all other types of heating systems including "CO-RAY-VAC" and like radiation systems. Understanding is that Sheet Metal workers will install at least half of hangers, shields, and the vent and flue.

Any and all types of sheet metal smoke pipe, elbows, fittings and breeching for boilers, heaters and furnaces. All sheet metal lagging and jackets on engines.

Any and all sheet metal drip pans, exhaust pipes, heads, safety flues, and other appliances in connection with or incidental to boilers, heaters, furnaces, engines, machinery, etc.

Any and all sheet metal work in connection with or incidental to the equipment and operation of kitchens in hotels, restaurants, hospitals, lunch rooms, drug stores, banks, dining cars, public and semi-public buildings, including ranges, canopies, steam tables, work tables, dishwashers, coffee urns, soda fountains, warming closets, sinks, drainboards, garbage chutes, and incinerators, walk-in coolers and environmental rooms, and clean rooms including any type of sheet metal acoustical panels, refrigerators and all other sheet metal work including welding and polishing in connection with kitchen equipment or refrigeration plants.

Any and all types of sheet metal work in connection with or incidental to laundry equipment and machinery, washer, clothes dryers and laundry chutes.

Any and all types of sheets, tubing, pipes, and fittings, used in connection with or incidental to coppersmithing work, regardless of gauge or material. The manufacture, fabrication, assembling, erection, maintenance, repair and dismantling of all said coppersmithing work, including the bending of tubes, pipes and coils and all pipe fitting in connection with or incidental thereto, and the testing of equipment when installed to insure proper operation.

Any and all types of tire and rug racks, fume hoods, metal toilet partitions, metal lockers, plain metal shelving including any and all steel supports.

Any and all welding in connection with the work specified in this Article.

All items of work previously described in which plastics or other materials are used in lieu of sheet metal.

The aforementioned list is not to be construed as being the complete list of work traditionally and customarily performed by members of the Union but only as examples of work which is traditionally and customarily

performed and concerning which there may have been a question raised over the years.

SECTION 2. It is further understood that employees covered by this agreement shall cut all openings through walls, floors, ceilings, and roofs that are to receive sheet metal work of all description provided that these openings do not interfere with the structural capacity of any part of the building or where structural lintels are specified. When special leased or subcontracted hole cutting equipment is used, at least one employee covered by this agreement shall be assigned to assist in the operation of such equipment. *“This employee must be in a productive capacity and not on standby duty.”* This does not apply to new buildings under construction where common practice provides that openings be left for sheet metal work by General Contractor as construction progresses.

SECTION 3. It is further understood that employees covered by this agreement shall do all work of balancing and adjusting of all equipment and be responsible for the start-up and operation of all fans in connection with air-handling systems. Running in shall continue until acceptance of system by owner or architect in writing to the contractor, a copy of which shall be furnished to the Union. This applies to job built-up sheet metal, masonry, concrete, etc., housing systems only.

SECTION 4. The employer agrees to work with the Union and SMACNA, St. Louis, to obtain all of the work that comes within the jurisdiction of the Sheet Metal Workers' International Association. The Union will endeavor to preserve the work traditionally and customarily performed by the members of the Union. Should other crafts or labor forces perform such work and the Union is unsuccessful in preventing this action, the Union will notify SMACNA, St. Louis.

SECTION 4(A). The Employer agrees to meet with the Union Office prior to submitting a bid on any job, which excludes any work specified in the Article in the Sheet Metal Specifications, providing the information relating to such work is available.

SECTION 4(B). When bidding, the Employer will include all materials specified in ARTICLE I, and such heating and air conditioning equipment falling within the jurisdictional rights of Sheet Metal Workers' International Association.

SECTION 4(C). When the Employer is the successful bidding contractor for such work as described in ARTICLE I, SECTION 4(B), he will furnish all materials and equipment and install same with employees in the bargaining unit here involved.

SECTION 5. It is further agreed that any and all material including angles, rods, teebars, etc., shall be purchased in stock sizes or sizes requiring at least one cut. When the President of the Union and the President of SMACNA, St. Louis agree that a material shortage exists, or extenuating circumstances, exceptions can be made provided notice is given to the Union by the Employer.

SECTION 6. The Employer agrees to and will respect the work jurisdictional rules of the Union as outlined in this Article and shall not direct or require Employer's employees or other persons, other than employees covered in the bargaining unit here involved, to perform work which is recognized as the work of the employees in said unit. If a contractor is signatory to a labor agreement with more than one union and a jurisdictional dispute arises between the crafts the contractor employs, every attempt will be made to resolve said dispute including but not limited to any local or national Jurisdictional Disputes Board which may exist. The contractors and the Union agree to abide by any decisions made by any local or national Jurisdictional Disputes Board.

SECTION 7. It is mutually agreed that local working agreements between the Sheet Metal Workers and other Local Unions will apply with the knowledge and consent of the Union.

SECTION 8. The authorized representatives of the Union shall have access to jobs and shops where employees covered by this Agreement are employed.

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 on subcontracting of fabrication of a sheet metal product, regardless of application, said work must be subcontracted to employers who pay equal to or better than wages and fringes established by Local 36.

SECTION 3. INTEGRITY CLAUSE

SECTION 1. A “non-compliance employer” for purposes of this Agreement is an Employer that itself, or through a person or persons subject to an owner’s control, has ownership interests (other than a non-controlling interest in a corporation whose stock is publicly traded) in any business entity that engages in work within the scope of SFUA ARTICLE I hereinabove using employees whose wage package, hours and working conditions are inferior to those prescribed in this Agreement or, if such business entity is located or operating in another area, inferior to those prescribed in the agreement of the sister Local Union affiliated with Sheet Metal Workers’ International Association, AFL-CIO, in that area.

An Employer is also a “non-compliance employer” when it is owned by another business entity as its direct subsidiary or as a subsidiary of any other subsidiary within the corporate structure thereof through a parent subsidiary and/or holding company relationship, and any other business entity with such corporate structure is engaging in work within the scope of SFUA ARTICLE I hereinabove using employees whose wage package, hours and working conditions are inferior to those prescribed in the agreement of the sister Local Union affiliated with Sheet Metal Workers’ International Association, AFL-CIO, in that area.

SECTION 2. Any Employer who signs this Agreement or is covered thereby by virtue of being a member of a multi-employer bargaining unit expressly represents to the Union that it is not a “non-compliance employer” as such term is defined in SECTION 1 hereinabove and, further, agrees to advise the Union promptly if at any time during the life of the Agreement said Employer changes its mode of operation and becomes a “non-compliance employer.” Failure to give timely notice of being or becoming a “non-compliance employer” shall be viewed as fraudulent conduct on

the part of such Employer. After providing notification as described above, the Employer shall not be liable for any liquidated damages as provided in this Article.

In the event any Employer signatory to or bound by this Agreement shall be guilty of fraudulent conduct as defined above, such employer shall be liable to the Union for liquidated damages at the rate of \$1,000 per calendar day from the date of failure to notify the Union until the date on which the Employer gives notice to the Union. The claim for liquidated damages shall be processed as a grievance in accordance with, and within the time limits prescribed by, the provisions of SFUA ARTICLE X.

ARTICLE III

SECTION 1. The Employer agrees that none but journeymen, apprentice, and residential/light commercial specialist 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. The employer may use "Add On and Replacement" employees under the Service Addendum to install condensing units and run soft copper lines.

SECTION 2. It is agreed that the Employer who is a party to this Agreement will not discharge employees because of legal or reasonable union activities.

SECTION 3. It is agreed that there shall be one steward, appointed by the Union, in each shop. It is further agreed that on each job requiring four or more men, there shall be a steward appointed by the Union until substantial completion of sheet metal job or issuance of "Punch List". Said Stewards shall not be sent from job to job, or job to shop, or shop to job, without the consent of the Union. A steward shall not be temporarily laid off without just cause. A steward shall not be permanently laid off or discharged because of his activities on behalf or in furtherance of his duties as steward. Whenever possible employees appointed shall have been with the Employer over one year. It shall be the Union's responsibility to notify the contractor involved, in writing, when stewards are appointed.

ARTICLE IV

SECTION 1 .The Union agrees to furnish upon request by the Employer, duly qualified journeymen, apprentice*, and residential/light commercial specialist 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.

*Apprentices will be furnished by the local JATC subject to the provisions of ARTICLE XI, SECTION 4.

SECTION 1(A). It is mutually agreed among the parties hereto that the following condition shall govern referrals of applicants for employment for all positions within the scope of the Agreement.

SECTION 1(B). In the interest of maintaining an efficient system of production in the industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of the employees in their employment status within the area and eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

1. The Union shall be the primary source of referrals of applicants for employment.
2. The Contractor shall have the right to reject any applicant for employment.
3. The parties to this agreement agree to continue their policy of no discrimination against any employee because of race, religion, color, age, sex, natural origin, disability, or membership in the uniformed services as provided for in the Uniformed Services Employment and Re-employment Act of 1994 in regard to all terms and conditions of employment except as the laws provide for the good faith establishment and enforcement of job qualifications, employee benefit plans, or seniority systems. Employees may not be required by the Employer (or his agent) to sign any employment application or other documents that include a background check, police record check or psychiatric evaluation.

In an effort to retain and increase market share in the following categories of work; Service, Replacement (Residential and Light Commercial), tenant improvements and remodeling, or where requested by the customer. Sheet Metal Workers Local 36 and SMACNA/St. Louis will try to initiate a program that includes background checks.

This program will include a picture I.D. badge with a statement that our member has completed a thirty (30) hour OSHA Training Program, participates and is active in a mandatory drug and alcohol program with random testing, and has had a background check.

The background check will only be searching to see if an individual has had a felony conviction in the following areas; violent crimes, sexual nature, theft, and drugs. This information will only be attained if a member has given written permission to do so. All information accessed will remain strictly confidential.

This program will be implemented on a per contractor basis and at the request of the contractor at the contractors cost. Once a request has been made by a contractor, the Contractor, Union, and members of the requesting contractor will meet and thoroughly discuss the ramifications and benefits of such program before it shall be implemented.

4. In the event of a reduction of work force, the Employer has the right to retain those employees best qualified in Employer's opinion without recourse by Union or employee, by grievance or otherwise.

When making reductions in the number of employees due to lack of work, Employers shall use the following procedure:

- a. Temporary employees, if any are employed, shall be laid off first. Then employees in Group IV shall be laid off next, if any are employed in this group. Next to be laid off are employees in Group III, if any are employed, then those in Group II, and then those in Group I.
- b. Supervisory employees covered by the terms of this Agreement will be excluded from layoff as long as they remain in a supervisory capacity and have become a Group I Journeyman

within four (4) years of their starting employment with the Union. When they are reduced to the status of Journeyman, they will be slotted in the appropriate group in Paragraph (a) above.

- c. If any employees in Group II or III possess skills required for a given job and no Group I applicants for employment are available with similar skills, said Group II or III employees may be retained. In the event of layoff, an employee in Group I or II, who is receiving the full journeyman rate, may not replace an employee in Group III, who is being paid below the journeyman rate in a specialty industry.
 - d. The above notwithstanding, it is agreed that anyone, including supervisory personnel, who are members of Group III, must take and pass the examination to become Group I Journeymen within four (4) years of their joining Local #36. Failure to take and pass the examination will result in them losing their supervisory status.
5. The Union shall refer applicants for employment established on the basis of the Groups listed below. Each applicant for employment shall be registered in the highest priority group for which he is qualified. Registration lists shall be available for inspection by the employer and the applicant between the hours of 8 A.M. and 12 noon each day, Monday through Friday; and a copy of the list by names and skills and any other necessary information shall be furnished upon request to the Negotiating Committee. When applicants are referred to Employer, the proper Group status will be shown on referral slip.

All Journeymen will be required to have a Sheet Metal Journeyman Mechanical License from St. Louis County, or equivalent Sheet Metal Journeyman Mechanical License, by August 1, 2010. An individual without a License will remain in his particular group, but will be sent out after all individuals with a license have been sent out. This includes Groups I, II, and III.

Sheet Metal Workers' Local 36 will reimburse any member for the cost of renewing his/her St. Louis County Mechanical License or equivalent. After a member renews their license, he/she must send a copy of their new license and a copy of their paid receipt to the Financial Secretary to be reimbursed.

GROUP I. All applicants for employment who have four or more years experience in the sheet metal construction industry, are residents of the geographical area constituting the normal construction labor market, have passed a journeyman's examination given by a duly constituted Local Union of the Sheet Metal Workers' International Association and/or the Joint Committee hereinafter described, and have been employed for a period of at least one year in the last four years under a collective bargaining agreement between the parties to this contract.

GROUP II. All applicants for employment who have four or more years of experience in the sheet metal construction industry, and who have passed a journeyman's examination given by a duly constituted Local Union of the Sheet Metal Workers' International Association and/or the Joint Committee hereinafter described.

GROUP III. All applicants for employment who have worked in the sheet metal construction industry for more than one year. If the registration list is exhausted and the Union is unable to refer applicants for employment to the Employer within forty-eight (48) hours from the time of receiving the Employer's request, Saturdays, Sundays and Holidays excepted, the Employer shall be free to secure applicants without using the referral procedure, but such applicants, prior to being hired, shall be referred to the said Joint Committee for testing to determine their qualifications, and applicants shall have the status of "Temporary Employees". The Contractor shall notify the Business Agent promptly of the names and Social Security numbers of such Temporary Employees, and shall replace such Temporary Employees as soon as registered applicants for employment are available under the referral procedure.

GROUP IV. In the event the registration list is exhausted, registered applicants on the apprentice training list, High School Graduates or college students shall be referred for employment during the period of May 1st through September 30th at the rate of \$12.00 per hour with no fringe benefits.

DEFINITIONS

"NORMAL CONSTRUCTION LABOR MARKET" is defined to mean the geographical area as set forth in ARTICLE VII, SECTION 1(C) of this

Addendum. The above geographical area is agreed upon by the parties to include the areas defined by the Secretary of Labor to be the appropriate wage areas under the Davis-Bacon Act to which this Agreement applies, plus the commuting distance adjacent thereto, which includes the area from which the normal labor supply is secured.

“RESIDENT” means a person who has maintained his permanent home in the above defined geographical area for a period of not less than one year.

“EXAMINATIONS” an examination shall include experience rating tests if such examination shall have been given prior to the date of this Agreement, but from and after the date of this Agreement shall include only written and/or practical examinations given by the Joint Committee, or any other duly constituted Local Union of the Sheet Metal Workers’ International Association. Reasonable intervals of time for examinations are specified as one every three months. An applicant shall be eligible for examination if he has four years experience at the sheet metal construction trade. An applicant who has failed the examinations shall be permitted to apply and take the first regularly given examination six months after the date of the examination he failed. The Joint Committee for examinations shall be the existing Joint Apprenticeship Committee.

6. The Union shall maintain an “Out of Work List” which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.
7. The Employer shall advise the Business Agent of the Local Union of the number of applicants needed. The Business Agent shall refer applicants to the Employer by first referring applicants in Group I in the order of their place on the Out of Work List and then referring applicants in the same manner successively from the Out of Work List in Group II, then Group III, then Group IV. However, the Employer may recall a former employee from the list in Group I as long as the employee is on the Out of Work List and has not worked for a new Employer more than seventy-five (75) hours. A Foreman, General Foreman, or Superintendent who has had more than six (6) months of service with the Employer may be recalled within a period of one year with the employee’s consent. Any applicant who is rejected by his Employer shall be returned to his appropriate place within his Group and shall be referred to other employment in accordance with the

position of his Group and his place within the Group. Any applicant who is employed by the Employer for a minimum of seventy-five (75) hours, whose employment is terminated, shall have his name placed on the bottom of the list of his group. The negotiating committee will meet quarterly to review other potential changes for the betterment of the industry and to change the seventy-five (75) hours if necessary. If the Employer rejects an applicant, he shall immediately notify the Union office by phone and confirm in writing within forty-eight (48) hours. Any applicant may refuse two (2) jobs without losing his position on the Out of Work List, provided, however, if the applicant refuses a third job he shall lose his position on the list and his name shall be placed at the bottom of the list of his Group.

An applicant who is referred out to a contractor and fails to report for work without notifying the Union Office shall be placed at the bottom of the list. Every applicant shall re-register every ninety (90) days in order to retain his appropriate place within his Group. Failure of an applicant to re-register shall cause said applicant's name to be removed from the Out of Work List.

8. The only exceptions to the order of referral described above are either of the following:

When the employer states bona fide requirements for special skills and abilities in his request for applicants, the Union shall refer the first applicant on the register possessing such skills and abilities. Any abuse by a member or contractor of the qualification procedure or any other violation of the referral system can be referred to the negotiating committee.

When hiring, every fifth person employed by the Employer covered by this Agreement shall be fifty-five (55) years or more of age provided such persons are available.

9. A copy of the referral procedure set forth herein shall be posted on the bulletin board in the offices of the Local Union, and in the office of the Employer who is a party hereto.
10. Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Agreement between the parties.

11. Grievances arising out of interpretation shall be referred to the Negotiating Committee comprised of three (3) appointed by the Union and one appointed by SMACNA, St. Louis and three (3) appointed by the Union and one (1) neutral member mutually selected. Any expenses incurred by this Board shall be borne equally by the parties hereto. This Board shall set forth procedural rules for the conduct of its business.

It shall be this Negotiating Committee duty to meet promptly to process and adjust any complaints lodged by either the Employer or the Union or the employee.

It shall be the duty of this Negotiating Committee to make recommendations, which they believe are in the best interests of the parties involved to the committees that will negotiate the contracts.

In the event the negotiating committees disagree with the recommendations made by said Board, then such recommendations shall be submitted to binding arbitration and shall not be cause of a strike or lockout.

12. a.) As a condition of job referrals and continued employment, all hiring hall applicants and all employees working under the terms of this Agreement must comply with the St. Louis Construction Industry Substance Abuse Consortium Program. No employees will be excused from initial testing. The Local 36 Equality Fund will pay the cost of testing under this Program except that the Employing Contractor will pay the additional cost of initial on-job site testing which is above the cost of off-job site testing. If the individual is unable to provide a urine sample within one hour then he will be subject to a swab or hair test sample unless an owner has different requirements.

b.) As a condition of job referrals and continued employment, all hiring hall applicants and all employees working under the terms of this Agreement must submit written proof to Local 36 and his Employer of his successful completion of the "Thirty (30)-hour OSHA Construction Outreach Training Program" (Program).

c.) When reporting to work, an employee will be required to provide the following:

Current Driver's License or State Photo I.D.
Social Security card or Equivalent.
County Mechanical License or Equivalent.
City Mechanical License (where applicable).

13. When terminating or laying off an employee, the Employer agrees to fill out the prescribed termination slip and give one copy to the laid-off employee with his/her layoff check, send one copy to SMACNA, St. Louis, and send one copy to Local 36. The information for this slip may be obtained from a supervisor or co-worker of the employee and be signed by the employer.

14. CODE OF EXCELLENCE

SMWIA Local #36, SMACNA-St. Louis, and all signatory contractors support the Code of Excellence Program responsibilities as set forth below. The future of the union sheet metal industry is dependent upon our ability to establish our added value to our customers. The implementation of the Code of Excellence is the responsibility of both the sheet metal workers and the contractor.

Sheet Metal Workers' Responsibilities:

Each member of Sheet Metal Workers Local #36 agrees to accept the following responsibilities:

Working Time

- First and foremost, our members shall adhere to our core principle of productivity, a full day's work for a full day's pay.
- All members shall adhere to established contractual starting and quitting times and shall meet their responsibility to their fellow members and employers by arriving to work on time and ready to work.
- Break and lunch periods are limited to the time allowed by the contract, or agreement(s).
- Members shall meet their responsibility not to leave the jobsite without proper approval.
- When absent the member shall contact supervision in advance of their established starting time to confirm such absence.

- All members shall be productive and efficient, with idle time kept to a minimum.
 - Personal cell phone usage shall be limited to appropriate break times or lunch periods, or emergency use as defined by the Business Manager.
 - Members shall meet their contractual responsibility to eliminate work disruptions on the job.
 - All members shall work toward the goal of completion of projects on or under the allotted time.

Safety

- Safety, being a primary concern for both our members and contractors, members shall meet their obligation to perform work safely and effectively, following employer and industry established rules.
- Members will meet their contractual and personal responsibility to utilize proper safety equipment and safety methods.
- Members will participate in OSHA 30 courses as offered by the local union when required by their collective bargaining agreements.

Tools

- In meeting their responsibility as highly skilled and qualified craftsmen, all members shall carry the necessary and proper tools as required by the collective bargaining agreement.
- Members shall meet their responsibility in taking care of the equipment and tools provided by the employer.

Fitness for Duty

- Members shall meet their responsibility of being fit for duty by accepting work for which they have the requisite skills and training.
- Members shall exhibit and maintain a level of craftsmanship recognized to be within the industry standard.
- Members shall meet their responsibility to be fit for duty, with zero tolerance for substance abuse.
- As representatives of their local union and the employer, all members will be professional in appearance.

- The wearing or display of inappropriate materials shall not be tolerated.
- The Business Manager or his/her designee and leaders on the job shall work with other members who have displayed unacceptable work habits so that each member on the job meets a standard of quality and productivity second to none.

Contractor Responsibilities.

The ultimate responsibility of managing the work and projects falls within the control of the contractor. Therefore, each signatory contractor agrees to the following responsibilities:

- To address ineffective supervisors, including superintendents, general foremen, and foremen.
- To insure proper job planning, supervision and layout, to minimize down time.
- To make available the proper types and quantities of tools, equipment and materials to ensure job progress.
- To ensure proper maintenance, care, storage, and security for employer-provided equipment and tools and employee-provided tools.
- To demonstrate to the customer the efficiency of our partnership, the employer will ensure there are adequate numbers of employees to perform the work efficiently and, conversely, to limit the number of employees to the work at hand.
- To provide the necessary jobsite leadership to eliminate problems and provide effective solutions.
- To instill in supervisors the necessary positive attitude that the SMWIA local union, their members and the employer are working together.
- To ensure that jobsite leadership takes the necessary ownership of mistakes created by management decisions.
- To eliminate unsafe work conditions and ensure that proper safety training, equipment, and methods are utilized.
- To address concerns brought forth by the Business Manager or his/her designee. If the problem is not resolved at the lowest level of management, the Business Manager or his/her designee may choose to address the issue with higher levels of management.

- If the issue is not resolved, the local union or employer may call for a labor-management meeting to resolve concerns or issues.
- To treat all employees with dignity and respect.
- To discipline fairly and reasonably.

The success of the Code of Excellence is dependent upon the acceptance and understanding by each member of the scope of their responsibilities as established within the program. Sheet Metal Workers Local #36, as well as the employer, must endeavor to correct performance problems with individual members at the workplace, so that their performance meets the standards of the Code of Excellence Program. However, there will be instances where the local union ultimately must withhold contractual referral privileges from those employees that have demonstrated that they are either unwilling, or incapable, of meeting acceptable standards of workplace behavior. In such circumstances, employers have a reciprocal obligation to terminate such employees for cause, rather than merely laying them off, so that such employees are not simply referred for employment with another employer. A disciplinary action shall be implemented for repeated discharge as describe in Paragraph 14.

15. Repeated Discharge Clause

a.) Appeals Committee

- An Appeals Committee is hereby established composed of one member appointed by Local #36 and one member appointed by SMACNA–St. Louis and a third “Neutral” member agreed upon by both the Union and the contractors’ association.
- It shall be the duty of the Appeals Committee to consider the case of any individual discharged as described below.
- An Appeals Committee is hereby established composed of one member appointed by Local #36 and one member appointed by SMACNA-St. Louis and a third “Neutral” member agreed upon by both the Union and the Contractors Association.
- It shall be the duty of the Appeals Committee to consider any violations of the above responsibilities as well as to consider the case of any individual discharged as described below.

- Recommend that the union take the necessary action according to the Constitution and Ritual of the SMWIA to terminate the employee's membership.

b.) Repeated Discharge

An applicant who is discharged for cause two times within a twelve (12) month period shall be referred to the Appeals Committee for a determination as to the applicant's continued eligibility for referral. The Appeals Committee shall, within three (3) business days, review the qualifications of the applicant and the reasons for the discharge.

The Appeals Committee may in their sole discretion:

- require the applicant to obtain further training from the JATC before again being eligible for referral;
- disqualify the applicant for referral for a period of four weeks or longer depending upon the seriousness of the conduct and/or repetitive nature of the conduct;
- refer the applicant to an employee assistance program for evaluation and recommended action;
- restore the applicant to his/her appropriate place on the referral list;
- the Committee may also determine whether a warning or continued suspension is necessary. This determination would be based on the particulars in instances of behavior, attendance or other punitive matters, including substance abuse.

c.) If the Union Member of the Committee and the Contractor Member of the Committee are unable to agree on one of the actions described above, then the Neutral member of the Committee will have the power to impose any of the above.

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 a manner as to reduce the time within which an employee may be required to acquire union membership, such reduced time limit shall become immediately effective instead of and without regard to the time limit specified in SECTION 1 of this Article.

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

ARTICLE VI

SECTION 1. The regular working day shall consist of seven and one-half (7 ½) hours labor in the shop or on the job between 6:00 a.m. and 4:00 p.m. and the regular working week shall consist of five (5) consecutive seven and one-half (7½) hour days' labor in the shop or on the job beginning with Monday and ending with Friday of each week. The 6:00 a.m. start time must be agreed upon between the employee, the employer and the union. The normal work week is thirty-seven and one-half (37 ½)* hours and when unemployment is 10% or less of the journeymen for a period of thirty (30) days the work week can be forty (40) hours. When the level of unemployment is between 20% and 30% of the journeymen for a period of thirty (30) days, the work week will be thirty-five (35) hours using one of the following at the contractors discretion. Five (5) – seven (7) hour days or four (4) – seven and one-half (7½) hour days plus one (1) – five (5) hour day.**

* Five (5) - seven and one-half (7½) hour days.

**Five (5) - eight (8) hour days.

When unemployment reaches 30% of the Journeyman for a period of thirty (30) days, then the Negotiating Committee will meet to discuss the overall impact on the industry, with the goal to make changes necessary to increase sheet metal man hours.

All Foremen and General Foremen days off may be taken every six (6) months. Superintendents will not be required to work less than thirty-seven and one-half (37 ½) hours per week.

Note: The Negotiating Committee to review the early starting times as they apply to issues of darkness, especially in the winter months.

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 of regular working hours and performed during the regular work week, shall be at double (2) times the regular rate, except that the first two (2) hours following the regular work day shall be paid at one and one-half (1 ½) times the regular rate. On any overtime work, after the first four (4) hours of work, there will be a scheduled one-half (½) hour break; after another four (4) hours work there will be another scheduled one-half (½) hour break, etc. Wages and fringes will only be paid on time worked.

Saturday Overtime: All work performed during the regular workday (ARTICLE VI, SECTION 1) on Saturday will be paid at one and one-half (1-1/2) times the regular rate. All work performed outside of the regular working hours will be paid at one and one-half (1-1/2) times the 115% shift rate for the first eight (8) hours.

Work after eight (8) hours on Saturday will be paid at two (2) times the regular rate. Work on Sundays and Holidays will be paid at two (2) times the regular rate. If Local #36 employees are required to work on a composite crew with other trades that are paid double time, then the Local #36 employees will receive double time.

Workers will be informed by 4:00 P.M. where they will be working the next day except for extenuating circumstances.

Employees shall be at the shop or project site at scheduled starting time each day and shall remain until quitting time. No buzzers (horns or

whistles) will be allowed to signify starting time, lunch and quitting time. Time clocks are acceptable.

Saturday may be used as a voluntary make-up day at straight time for Architectural, Decking and Siding work if one or more days are lost during the regular work week due to weather and if the member has not worked over thirty-two (32) hours for that week.

Missing portions of two (2) days equaling one (1) day will allow use of the Saturday make-up day.

This would apply to the jobsite that the men were working on and missed due to inclement weather. If these men work at another jobsite where the men are being paid overtime, they shall also receive the overtime rate.

This does not apply to Industrial or National Maintenance Agreement jobsites.

Union Hall shall be contacted when this make-up day on Saturday is to be used.

Union may make men whole when this make-up day is worked.

SECTION 2. New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, Presidential Election Day, or days locally observed as such, and Saturday and Sunday shall be recognized as holidays. If a holiday falls on a Saturday, the holiday will be observed on the proceeding Friday. When a holiday falls on Sunday, the Monday after will be observed as the holiday. **All work performed on holidays shall be paid as follows:**

Double time except as noted. Appropriate overtime rates to be based on fifteen minute increments.

SECTION 2(A). Saturday shall not be recognized as a formal holiday. The overtime for Saturday is as outlined in ARTICLE VI, SECTION 1 of this Agreement.

SECTION 3. It is agreed that all work performed outside of regular working hours during the regular workweek 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 3(A). In the event additional qualified applicants for employment were available for employment the preceding work week, permission to work overtime will not be granted unless in case of an emergency.

SECTION 3(B). In order to equalize overtime work as much as possible, preference on overtime work shall be given to employees on the job or in the shop on a rotation basis, provided the employee due to be given overtime work is qualified. Job or shop steward shall maintain and oversee an "Overtime List" to better facilitate disbursement of overtime hours. The Overtime List will only be maintained on jobs where overtime is anticipated.

SECTION 3(C). When employees covered by this Agreement work with other crafts in composite crews then the hours to be worked and the straight time or double time wage rate shall be decided by the respective Business Representative within the jurisdictional area. When working with other trades requiring work from 4:00 p.m. to 4:30 p.m., or equivalent, rate of pay shall be at straight time rate.

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

SECTION 4(A). Shift work can be utilized and will be paid at 115% of basic wage. Contractor will contact the Union Office in order to get proper forms filled out and filed. At least one (1) week prior to starting a job fitting this category, or in special circumstances as soon as possible, contractor will contact the Union Office. A minimum of five (5) days continuous work is needed to qualify for shift work or less if required by the owner.

Base shift rate Monday through Friday	115% of basic wage
Overtime Monday through Friday	1½ of base shift rate
Saturday – first eight (8) hours of work	1½ of base shift rate

Saturday – work after eight (8) hours	2 times the basic wage
Sundays and Holidays	2 times the basic wage

Overtime will be paid at double time the base wage rate (taxable wage) not double the 115%. Shift work will be granted provided, all AFL-CIO building trades crafts required to work, other than a regular workday, or first shift, work under a shift provision. If any craft, with the exception of the Sprinklerfitters, received over time in lieu of shift rate, then the sheet metal workers will receive double time rate.

SECTION 4(B). Maintenance Work Section becomes effective only with the knowledge and consent of the Union (Local Maintenance Addendum).

In-Plant Maintenance Work - Definition:

Any repair, replacement or renovation of in-plant equipment or systems and interior finish in existing commercial and industrial buildings excluding new construction.

On any work described above, the overtime rate for weekdays or Saturday will be one and one-half (1-1/2) times the regular rate of pay including SASMI, vacation pay, etc. Shift Work overtime rate for weekdays or Saturday will be one and one-half (1-1/2) times the 115% rate of pay including SASMI, vacation pay, etc. The rate of pay for Holidays and Sundays will continue to be two (2) times the regular rate of pay including SASMI, vacation pay, etc. The normal work day under this section would consist of eight (8) hours per day.

If any other craft employed by the sheet metal contractor or the sheet metal contractor's subcontractor in the plant on maintenance, repair, renovation or replacement is receiving double time wages in lieu of the time and one-half wage rate as set forth in this Agreement, the Sheet Metal Workers' International Association employees will automatically be entitled to the double time rate of pay during the period that aforementioned crafts are employed.

SECTION 5. Residential is defined as any dwelling, including nursing and retirement homes, motels, hotels and dormitories all of which are individually conditioned by separate and individual units or systems.

SECTION 5(A). Work week will be as stated in ARTICLE VI, SECTION 1.

SECTION 5(B). All overtime will be at time and one-half. The exception to the time and one-half rule is work performed after eight (8) hours on Saturdays and work on Sundays and Holidays and work described in SECTION 1 of this Article. This work will be paid at double time.

SECTION 5(C). A residential/light commercial specialist classification will be included for field work only and may be employed on the following ratio:

1-2	—	1 res./lt. com. specialist;
3-4	—	2 res./lt. com. specialists;
5-7	—	3 res./lt. com. specialists;
8-10	—	4 res./lt. com. specialists;
11-15	—	5 res./lt. com. specialists;
16-20	—	6 res./lt. com. specialists;
21-25	—	7 res./lt. com. specialists;
26-30	—	8 res./lt. com. specialists;
31-35	—	9 res./lt. com. specialists;
36-50	—	10 res./lt. com. Specialists.

For over fifty (50) journeymen, the Contractor will be entitled to one Residential/Light Commercial Specialist for every six (6) Journeymen.

For residential work only as defined in ARTICLE VI, SECTION 5, specialists may be used in the shop as well as in the field.

When employed on light commercial work, the specialist will work with a journeyman.

SECTION 5(D). Wage rates will be as set forth in ARTICLE VIII, SECTION 1(B). Effective with hours worked after 1800 hours of work, specialist will be entitled to one week's paid vacation. The vacation will be paid on the second pay period after the individual reaches the 1800 hours. This only applies to the Specialists first 1800 hours.

After a Specialist has been with an employer for one year, the Specialist needs to have completed the thirty (30) Hour OSHA Safety Training course. The employer and the Union will work together to make sure that this is accomplished.

SECTION 5(E). Residential/light commercial specialists will be hired through the hall and Employers must maintain their ratio of apprentices before utilizing residential/light commercial specialists. These ratios must be maintained through hiring and layoff situations.

SECTION 6. Service and Mechanical Installation Work.

Local 36 agrees to not file a grievance against Contractors who are currently signatory to other union crafts for performing work described above with those employees.

ARTICLE VII

SECTION 1. When employed in a shop or on a job within the limits of (see SECTION 1(B) of this Article), 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 1(A). When job is outside of "Free Zone," and said automobile of employee is used during working hours, then the Employer shall pay operating cost of said automobile at the rate of the amount set by the IRS on January 1st of each year. That rate to be used for the entire calendar year per mile per man from shop to jobsite and return to shop; however, in the event the employee does not return to the shop during working hours and remains on job at jobsite until established regular quitting time, then the Employer shall pay operating cost at the rate of the amount set by the IRS on January 1st of each year. That rate to be used for the entire calendar year per mile per man from shop to jobsite and an additional amount toward travel expense amounting to fifty percent (50%) of the amount set up by the zone in which the jobsite is located. When the Employer furnishes transportation to jobsite, it will be his responsibility to furnish transportation back to point of initiation of company transportation at or before established regular quitting time.

SECTION 1(B). Free zones and travel pay to be in accordance with the following descriptions:

Cape Girardeau Area Free Zone: All of Cape Girardeau County, Perry County, Bollinger County, Stoddard County, Scott County, Mississippi County, New Madrid County and City of Malden.

Cape Girardeau Area \$15.00 a day Zone: Dunklin County, less City of Malden, Ste. Genevieve County, St. Francois County, Madison County, Wayne County, and Butler County.

All other counties outside the above listed counties will be at the full out-of-town expenses plus travel time and mileage.

St. Louis Area Free Zone: All of St. Louis City and County, Jefferson County, Franklin County, St. Charles County, Warren County and Washington County.

St. Louis Area \$15.00 a day Zone: All of Lincoln County, St. Francois County and Ste. Genevieve County.

All other counties outside the above listed counties will be paid at the full out-of-town expenses plus travel time and mileage.

SECTION 1(C). The following counties are recognized by the Employer as being within the jurisdiction of Sheet Metal Workers' International Association Local 36: Bollinger, Butler, Cape Girardeau, Clark, Crawford, Dent, Dunklin, Franklin, Gasconade, Iron, Jefferson, Knox, Lewis, Lincoln, Madison, Maries, Marion, Mississippi, Monroe, Montgomery, New Madrid, Pemiscot, Perry, Phelps, Pike, Pulaski, Ralls, Scotland, Scott, Shelby, Stoddard, St. Charles, St. Francois, Ste. Genevieve, Warren, Washington and Wayne Counties, Missouri including the City of St. Louis, and St. Louis County.

SECTION 1(D). In the event the jurisdiction is increased, notification will be given immediately to the Employer and the added area will automatically be included in the above section.

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 as provided in a written addendum attached hereto.

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.

SECTION 2(A). On out-of-town work traveling expenses to and from jobsite and all living expenses shall be paid by the Employer. But a minimum of \$35.00 per day will be paid to each employee. Travel to out-of-town jobs shall be paid at the rate of straight time. If a man is on an out-of-town job at the request of the Contractor and a Holiday (as set forth in ARTICLE VI, SECTION 2) falls on a Tuesday, Wednesday, or Thursday, the man shall be paid subsistence for that day providing he has worked the previous work day. However, in areas where the local labor pool is sufficient to supply men needed, no subsistence is to be paid.

SECTION 2(B). If an Employer sends an employee to perform work outside of the territorial jurisdiction of the United States of America or Canada, travel pay and/or subsistence arrangements shall be negotiated locally.

ARTICLE VIII

SECTION 1. The minimum rate of wages for journeymen sheet metal workers covered by this Agreement when employed in a shop or on a job within the jurisdiction of the Union to perform any work specified in ARTICLE 1 of this Agreement shall be (see SECTION 1(A) of this A) per hour, except as hereinafter specified in SECTION 2 of this Article.

SECTION 1(A). Effective August 1, 2009, the journeyman wage rate and fringe benefit package is \$53.25. Future increases in the journeyman wage rate and fringe benefit package shall be as follows:

2/1/10 \$1.55 \$1.50 to be allocated by Local #36 + \$.04 to
Apprentice Fund for the additional operating costs

of the new Building + \$.01 to be allocated \$.005 Pride; \$.0025 Red Cross; \$.0025 United Way.

Increased the Residential Rebate from \$2.22 to \$3.00 per hour.

8/1/10	\$1.11	\$1.05 to be allocated by Local #36 + \$.04 to Apprentice Fund as above + \$.02 for Industry Funds as described below.
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2/1/11	\$1.09	\$1.05 to be allocated by Local #36 + \$.04 to Apprentice Fund as above.
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Total	\$3.75	
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The Union will have the right to allocate the above wage increases into any existing funds, including the 401(k). The contract expires on July 31, 2011.

They anticipate employees will choose to have \$.20 per increase put into the local Pension Plan. They also agreed to maintain sufficient monies being put into the Equality Fund as to keep approximately a one year reserve while continuing to utilize that Fund for the benefit of the Industry.

Union agrees to maintain one year's reserve in the equality fund to help maintain and increase market share and man hours.

On new residential work and residential replacement work Local #36 will remit \$2.22 per hour in order to equalize. The \$2.22 will remain at that amount until market demands change to maintain and increase market share. Equality Fund to allow restitution only up to ninety (90) days after the work has been completed.

SECTION 1(B). Starting rates for Residential/Light Commercial Specialist to be 40% of the journeyman's base rate. This rate shall be increased to 45% of the journeyman's base rate after six (6) months employment; to 50% of the journeyman's base rate after twelve (12) months employment; 55% of the journeyman's base rate after eighteen (18) months employment; and to 60% of the journeyman's base rate after twenty-four (24) months employment. In addition to these wages additional benefits and Industry Fund contributions will be made as per attached schedule.

SECTION 1(C). Gutter Truck Specialty Classification – See addendum.

SECTION 1(D). The Contractor shall furnish each employee with a paycheck deduction stub listing all deductions made.

SECTION 2. On all work specified in ARTICLE I of this Agreement, fabricated and/or assembled by journeymen, apprentices, and/or residential/light commercial specialists 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 journeymen 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**
- 2. Louvers**
- 3. Automatic and fire dampers**
- 4. Radiator and air conditioning unit enclosures**
- 5. Fabricated pipe and fittings for residential installations and light commercial work as defined in the locality (see 3(B)).**
- 6. Mixing (attenuation) boxes**
- 7. Plastic skylights**
- 8. Air diffusers, grilles, registers**
- 9. Sound attenuators**
- 10. Chutes**
- 11. Double-wall panel plenums**
- 12. Angle rings**

SECTION 3(A). It is further agreed that the Sheet Metal Workers Union Label shall be affixed to each item (not packaged), box, crate, or package of all items fabricated and not erected.

SECTION 3(B). Light Commercial is defined as a commercial building or rental space of 3,000 square feet or less in which no single unit exceeds twelve and one-half (12½) tons of air conditioning or 300,000 BTU's heating.

Light Commercial does not include enclosed shopping malls or tenant finish work in office buildings. However, the Negotiating Committee will review on a regular basis (not less than quarterly) the effectiveness of this definition and will be empowered to modify it as necessary.

SECTION 4. Except as provided in SECTIONS 2 and 6 of this Article, the Employer agrees that journeymen, apprentices, and residential/light commercial specialists workers hired outside of the territorial jurisdiction of this Agreement shall receive the wage scale and working conditions of the local Agreement covering the territory in which such work is performed or supervised.

SECTION 5. 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 union affiliated with the Sheet Metal Workers' International Association, and qualified sheet metal workers are available in such area. The Employer may send no more than two (2) sheet metal workers per job into such area to perform any work which the Employer deems necessary, both of whom shall be from the Employer's home jurisdiction. All additional sheet metal workers shall come from the area in which the work is to be performed. Journeymen sheet metal workers covered by this Agreement who are sent outside of the area covered by this Agreement shall be paid at least the established minimum wage scale specified in SECTION 1 of this Article but in no case less than the established wage scale of the local Agreement covering the territory in which such work is performed or supervised, plus all necessary transportation, travel time, board and expenses while employed in that area, and the Employer shall be otherwise governed by the established working conditions of that local Agreement. If employees are sent into an area where there is no local Agreement of the Sheet Metal Workers' International Association covering the area, then the minimum conditions of the home local union shall apply.

SECTION 6. In applying the provisions of SECTIONS 2, 4 and 5 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 7. 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 & Welfare Trust Fund to transmit health and welfare contributions made on behalf of the employee to the Health and Welfare Fund in the employee's home local union.

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

SECTION 7(A). It is hereby mutually agreed between the parties, that a Welfare Fund shall be continued in force and effect and administered by a Board of Trustees, three (3) of whom shall be appointed by SMACNA, St. Louis and three (3) of whom shall be appointed by the Union. Payments shall be in accordance with the Wage Scale and Fringe Charts. It is further agreed that payments to the Welfare Fund shall be an area practice and shall include all employees of the Employer covered by this Agreement. Contributions shall be made to the Sheet Metal Local 36 Welfare Fund by an Employer on any employee within the jurisdiction of the Union and who is not covered by a like Welfare Plan of his parent organization. All payments to said Welfare Fund shall be made on or before the 20th day of the succeeding month. The contributions of the Employer shall be used for the normal administration and to provide welfare benefits to eligible employees and their families in such form and amount as the Trustees of the Welfare Fund may determine.

SECTION 8. Wages at the established rates specified herein shall be paid by Check or Cash in the shop or on the job at or before quitting time on Regular Payday of each week, and no more than two (2) days pay will be withheld. However, employees when discharged, shall be paid in full. When an employee works on Saturday and/or Sunday, he will be paid for those work days by the following Friday. Where electronic data processing is used to prepare payroll checks, five (5) working days will be allowed. If employee does not receive mailed check on established payday, Contractor will hand issue another check by the end of the following workday.

SECTION 8(A). When a new hire starts work on Monday or Tuesday, he will be paid for whatever hours he works on Monday and/or Tuesday by the following Friday.

SECTION 8(B). When employees are discharged, one-half (1/2) hour's time shall be allowed for gathering their tools and clothing. All Employers shall pay employees in their employ wages in full immediately upon discharge due to a lay-off or summary dismissal. Wages at the overtime rate must be paid for all the time that expires after the hour of dismissal pending this payment. Employees will not be laid off while on vacation or approved absences or days off.

SECTION 8(C). When employees are discharged, the Employer shall provide payment of full fringe benefit package due to laid off employee(s) along with summary of fringe distribution amounts. A single check or money order must be separate from the payroll payment. This Section effective only for Contractors who have been delinquent for a total of three (3) months, during any calendar year.

SECTION 9. Journeymen, apprentices, and residential/light commercial specialists 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 10. Each Employer covered by this Agreement shall employ at least one (1) journeyman sheet metal worker who is not a member of the firm on all work specified in ARTICLE I of this Agreement. However, it will be permissible for an owner-member to be the journeyman sheet metal worker.

SECTION 10(A). One journeyman shall be appointed Foreman for every ten (10) men or fraction thereof including the Foreman employed by any one company or contractor, but the following shall prevail on each jobsite. On all job-sites where four (4) or more men are employed, there shall be one journeyman designated as Foreman; Eleven (11) to twenty (20) men, two Foremen; Twenty-one (21) to thirty (30) men, three (3) Foremen and one (1) General Foreman; Thirty-one (31) men to forty (40) men, four (4) Foremen and one (1) General Foreman; Forty-one (41) men to fifty (50) men, five (5) Foremen and one (1) General Foreman, and one (1)

Superintendent; Fifty-one (51) to sixty (60) men, six (6) Foremen, one (1) General Foreman and one (1) Superintendent; Sixty-one (61) men to seventy (70) men, six (6) Foremen, two (2) General Foremen and one (1) Superintendent; Seventy-one (71) men to eighty (80) men, seven (7) Foremen, two (2) General Foremen, and one (1) Superintendent; Eighty-one (81) men to ninety (90) men, eight (8) Foremen, two (2) General Foremen and one (1) Superintendent. The foregoing are minimum standards. On any job where a journeyman is expected to measure and/or coordinate other workers, regardless of crew size, he shall receive foreman's wages. *"This does not mean a member measuring work for themselves to install."* No employee shall perform the duties of a foreman without receiving foreman wages.

Foremen shall receive a minimum of two dollars (\$2.00) per hour above the hourly wage of the journeymen; General Foremen shall receive a minimum of two dollars and fifty cents (\$2.50) per hour above the hourly wage of journeymen; and Superintendents shall receive a minimum of three dollars (\$3.00) per hour above the hourly wage of journeymen. Should over ninety (90) men be employed on one jobsite by one Contractor, the supervisory personnel and the rates of pay will be agreed upon by the Employer and the Business Representative.

SECTION 11(A). Contributions provided for in SECTION 11(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.

SECTION 11(B). The Employer shall pay the Sheet Metal and Air Conditioning Contractors' National Industry Fund of the United States (IFUS) seven cents (\$.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. Effective August 1, 2010 contribution will increase to eight cents (\$.08) per hour. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted to IFUS, 4201 Lafayette Center Dr., Chantilly, Virginia

20151-1209, or for the purpose of transmittal, through THE ST. LOUIS METALWORKING INDUSTRY FUND. It is the intention of the parties to increase this contribution by one cent (\$.01) per year to a total of twelve cents (\$.12) per hour.

SECTION 11(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.

SECTION 11(D). Grievances concerning use of IFUS funds for purposes prohibited under SECTION 11 (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 11, ARTICLE VIII), and no other.

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.

SECTION 12(B). The Employer shall pay to the St. Louis Metalworking Industry Fund, 10405 Liberty, St. Louis, Missouri 63132 (**hereinafter referred to as the local industry fund**) sixteen cents (\$.16) per hour for each hour worked by each employee of the Employer covered by the Agreement. The Employer shall pay an additional one cent (\$.01) 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, with the exception of Apprentices, to be earmarked for PRIDE. Effective August 1, 2010 contribution will increase to seventeen cents (\$.17) per hour. **Payment shall be made monthly on or before the 20th day of the succeeding month.** It is the intention of the parties to increase this contribution by one cent (\$.01) per year to a total of twenty-one cents (\$.21) per hour.

SECTION 12(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.

SECTION 12(D). Effective February 1, 2010, SMACNA and Local #36 agree that a total of two cents (\$.02) per hour to PRIDE with the exception of Apprentices. The intention is that half of the payment, one cent (\$.01) will be credited as a payment by Local 36 and half of the payment, one cent (\$.01) will be credited as payment by SMACNA, St. Louis. The actual payment will be made by SMACNA. SMACNA will have discretion over its contributions. The other one cent (\$.01) previously paid to PRIDE will be used to increase the Local 36 Equality Fund, which will be used to pay the costs of administering drug and alcohol testing. The intention is that half (\$.005) will be credited as a payment by Local 36 and half (\$.005) will be credited as payment by SMACNA, St. Louis. Add an additional one cent (\$.01) to the Pride Fund [for a total of three cents (\$.03)] with a half cent (\$.005) of the additional to go to the Red Cross in order to assist them in

increasing their Preparedness Level from Group II to Group III. Effective February 1, 2010 increase the contribution by one cent (\$.01): an additional one-half cent (\$.005) to PRIDE, an additional quarter cent (\$.0025) to the Red Cross, and one quarter cent (\$.0025) to the United Way.

SECTION 12(E). Grievances concerning use of local industry fund monies to which an Employer shall contribute for purposes prohibited under SECTION 12 (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 13. The Union and Employer recognize that the contributions provided in SECTIONS 11(B) and 12(B) of this Article support activities that benefit the entire sheet metal industry. It is essential that Employers 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 11(B) and 12(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 14. 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 SHEET METAL WORKERS' NATIONAL BENEFIT FUNDS.

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 NEMIC, or for purposes of collection and transmittal through SHEET METAL WORKERS' NATIONAL BENEFIT FUNDS.

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

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 15. The Employer shall pay to St. Louis Sheet Metal Joint Apprenticeship and Training Fund (called herein "Apprenticeship and Training Fund") thirty-one cents (\$0.31) for each hour worked by an employee covered by this Agreement. The Apprenticeship and Training Fund is to be a jointly administered Union-Employer trust fund established and put into effect by the Union and one or more Employers; it is to be administered by a Board of Trustees with one-half (1/2) of the members appointed by the Union and one-half (1/2) by the SMACNA of St. Louis and is to otherwise comply with the provisions of Section 302(C) of the Labor

Management Relations Act of 1947. The Employer shall pay an additional twenty-three cents (\$.23) for each hour worked by an employee covered by this Agreement to the St. Louis Sheet Metal Joint Apprenticeship and Training fund to be used to pay apprentices for school time. Payment shall be made on or before the 20th day of the succeeding month.

The Union shall make a monthly contribution to the Apprenticeship and Training Fund equal to the total of the Employers' thirty-one cents (\$0.31) contributions for the preceding month.

The Contractors and Local Union agree that ten cents (\$.10 total) is for the purpose of reserves. They will be paid into the Regular Apprentice Fund but will be maintained in a separate account to be dispersed only on approval of the Negotiating Committee. In order to accomplish the JATC's goal of a one year (1) reserve, it is the Contractors' intention that this additional five cents (\$.05) contribution will continue for an additional two (2) years but will be subject to a review of economic conditions following the two (2) year period.

The Contractors agree to meet with Local #36 at least twice a year to review the Apprentice Funds (Regular and Special) to make necessary adjustments to keep both funds financially solvent.

SECTION 16. It is mutually agreed between the parties that a Vacation Plan be continued in force and effect in order to provide a vacation period for employees covered in this Agreement. To provide for this vacation period, the Employer will pay said employees employed by Employer on each payroll date an additional (10%) of their base hourly wage rate. Payments shall be made to a bank depository system formulated by a Board of Trustees, composed of equal representation from the Union and SMACNA, St. Louis. Payment shall be made on or before the 20th day of the succeeding month. All of the details of administration, periods of vacation, etc., shall be worked out by the said Trustees. The cost of the administration of said plan shall be borne by the Employer. It is agreed that the Employer shall cooperate with the Union toward the end that each employee shall take their compulsory vacation, and a Vacation Schedule shall be posted in each shop. Contractors will provide a monthly list of hours worked to the steward regarding mandatory vacations.

An employee may request that 15% or 20% be taken out for vacation and the employee will be allowed to use the funds as necessary.

Payments to the Vacation Plan for all apprentices in the program shall be as follows:

<u>Hours Worked</u>	<u>Percentage of Contribution</u>
0-1,000	2%
1,000-2,000	3%
2,000-3,000	4%
3,000-4,000	5%
4,000-6,000	6%
6,000-8,000	8%
8,000-10,000	10%

SECTION 17. The Sheet Metal Local 36 Pension Fund (Local “Pension”) shall be continued in effect, administered by a Board of Trustees, three appointed by SMACNA, St. Louis, and three (3) appointed by the Union. Employer payment to the Local Pension shall be in accordance with the amounts listed in Wage Scale and Fringe Charts for hours worked by all employees covered by the Agreement on or before the 20th day of the succeeding month. The contributions made by the Employer shall be used exclusively to provide pension benefits for eligible employees and their families in such form and amount as the Trustees of the Pension Fund may determine.

SECTION 18(1). A Trust Fund (called “401(k) Trust”) is to be established for the “Sheet Metal Workers’ Local 36 401(k) Plan’ to be administered by a Board of six (6) Trustees, one-half (1/2) appointed by SMACNA, St. Louis and one-half (1/2) by the Union. For all employees covered by this Agreement, Employer shall pay to the Trustees, 50 cents per hour as an agreed-upon contribution. Administrative costs required for the 401(k) Plan will be paid by the 401(k) Trust, not by the Employers.

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.

(2) Additional Individual Employee Elective Wage Deferral. The Employer, upon receipt of written authorization of an individual employee agrees to withhold from wages and forward to the 401(k) Trust, additional contributions elected by the employee, subject to limitations prescribed by the Plan and law.

(3) Employer agrees to report and forward monthly to the Trustees, by the 15th of the following month, all amounts withheld from wages for the 401(k) Trust and the 50 cents per hour Employer contribution.

Amounts deducted by Employers from wages of an employee are not to be treated as reducing the gross earnings of the employee upon which Employer contributions to other fringe benefit trust funds are calculated, for overtime wage calculations, or for other purposes under this Agreement. Example: an employee elects \$1.00 per hour wage deferral to be paid to the 401(k) Trust, reducing his wages by \$1.00 per hour; the 10% vacation payment and any overtime payment shall be calculated on the full wage rate, without reduction for the \$1.00 deferral to the 401(k) Trust.

(4) SMACNA, St. Louis and the Union shall promptly agree upon the terms of the Trust Agreement for the 401(k) Plan, granting the Trustees authority to establish the terms and conditions of the Plan itself. The Trust Agreement shall comply with the Section 302(c) (5) of the Labor-Management Relations Act of 1947, as amended, the Employee Retirement Income Security Act (ERISA) as amended, and other applicable federal laws. The Plan shall be in conformity with Section 401(k) of the Internal Revenue Code.

(5) All payments by Employers to the Plan shall be tax deductible. If Internal Revenue Service or a court of competent jurisdiction rules that Employer payments are not tax deductible, the parties agree to immediately amend the Plan retroactively and to take any other appropriate steps to secure such tax deductibility.

Employer agrees to provide the Trustees with information, which the Trustees request to comply with the actual deferral percentage (ADP) test and, other requirements of the Internal Revenue Code.

SECTION 19. The said Pension, Welfare, 401(k) and Vacation plans shall be administered pursuant to an Agreement and Declaration of Trust. Each Agreement and Declaration of Trust together with any amendments

thereto, including future amendments, shall be considered a part of this Agreement as if set forth herein at length.

The Employer agrees to adopt the National SASMI Trust and Plan as presently constituted and as the same may be amended from time to time, and to be bound by all Rules and Regulations of the Plan as adopted by the Trustees, as presently existing and as the same may be amended from time to time.

SECTION 20. Each Employer working under this Agreement agrees to pay to the Sheet Metal Workers National Pension Fund an amount as shown on the Wage Scale and Fringe Charts. Payment shall be made on or before the 20th day of the succeeding month.

The Sheet Metal Workers National Pension Fund shall be administered pursuant to the Agreement and Declaration of Trust and the Participation Agreement dated May 16, 1966, as heretofore and hereafter amended, executed by the Sheet Metal Workers International Association and various employers of members of the International Union who are or may become parties to this Agreement and said Agreement and Declaration of Trust and Participation Agreement shall be considered a part thereof as set forth in detail. Contributions to the National Pension Fund on behalf of apprentices shall be made at the appropriate percentage for each apprentice.

The contributions are to be stated on forms provided by the Sheet Metal Workers National Pension Fund.

SECTION 21. The Employer shall make monthly payments of an amount equal to three percent (3%) of the Gross Earnings of each employee subject to this Agreement to the National Stabilization Agreement of Sheet Metal Industry (SASMI) Trust Fund. Gross Earnings, for the purpose of this Agreement, shall mean (a) total wages paid to an employee by any Employer, which are reportable by the employee for Federal Income Tax purposes, and (b) any and all contributions paid by such Employer on behalf of the employee to the Welfare Fund, Local Pension Fund, 401(k) and National Pension Fund. Payment shall be made on or before the 20th day of the succeeding month.

SECTION 22. The Employer will deduct from the wages of each employee covered by this Agreement the assessment for each hour worked approved by the membership of Local Union 36, Sheet Metal

Workers' International Association for the Educational Building Fund and the Educational, Organizational and Public Relations Fund, and to forward said sum every month together with a summary of the hours worked during the month to the office of the Administrator of the Funds; provided that the employee has signed a written authorization for such deduction. Payment shall be made on or before the 20th of the succeeding month.

SECTION 23. When the apprentice attends school, the St. Louis Sheet Metal Joint Apprenticeship and Training Special Fund, instead of the Contractor, shall pay to the apprentice the appropriate wages, and appropriate fringe benefits (all National Benefit Funds, Vacation, EOPR and 401(k) Funds) will be remitted to the Funds on behalf of the apprentice by the Special Fund. OSHA training for apprentices to be paid for by the JATC.

SECTION 24. Employers doing work in the area covered by this Agreement and failing to pay the Vacation, Welfare, Pension, 401(k), National Pension Fund, SASMI Trust Fund, St. Louis Metalworking Industry Fund (MIF), Industry Fund of the United States (IFUS), International Training Institute (ITI), National Energy Management Institute Committee (NEMIC), Sheet Metal Occupational Health Institute Trust (SMOHIT), Apprenticeship Fund, and the Educational Building and the Educational Organizational and Public Relations Fund contributions weekly or monthly as heretofore stated shall suffer work stoppage on all their jobs and/or shops until proper payments have been brought up to date at no loss of pay to the men employed by them on their respective jobs.

SECTION 24(A). Payment to all Funds and Trusts as provided in this Agreement shall be due as follows: National Pension Fund, SASMI Trust Fund, International Training Institute (ITI), National Energy Management Institute Committee (NEMIC), Sheet Metal Occupational Health Institute Trust (SMOHIT), shall be due by the 20th of the month. Payment to Vacation Fund, Welfare Fund, Pension Fund, St. Louis Metalworking Industry Fund (MIF), Industry Fund of the United States (IFUS), Apprenticeship Fund and the Educational Building and the Educational Organizational and Public Relations Fund shall be due on the 20th day of each month for the previous month and shall be delinquent after the 20th day of that month. And payments received by the 20th day of that month will be accepted and no penalties, damages or interest will be charged.

The 401(k) payments are due by the 15th of the month and all of the above provisions are applicable.

When payments are not received by the Fund office by that 20th day, then liquidated damages and interest shall be calculated, as described in SECTION 24(C) below, from the 10th of that month.

SECTION 24(B). Withdrawal of Employees Related to Contribution Delinquencies.

Whereas, Local 36 and SMACNA desire to conform Article VIII, Section 24 of the Union Agreement to the current Standard Form language on the withdrawal of employees in the event of unpaid contributions to the Trust Funds.

Therefore, Local 36 and SMACNA agree to this Addendum to modify Article VIII, Section 24 of the Union Agreement to read as follows:

"In the event that the Employer becomes delinquent in making contributions to any national or local Fund (including the EOPR), the Union may withdraw all employees from service of the Employer within three 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 24(C). If an Employer contribution is not received by the Trust Fund Office on the date that it is due, the Employer is to pay each Trust Fund:

1. As liquidated damages, the sum of \$100.00 for each month that an Employer contribution is delinquent for one (1) or more days;
2. Interest in the amount of Employer contribution that is due at the rate of 1½% per month (1/30 of 1½% for each day).

Example: If an Employer contribution due on July 20th in the amount of \$1,000 is not received by the Trust Fund Office until August 29th, the Employer is obligated for \$100 because the payment was not received by July 20th and another \$100 because it was not received by August 20th, plus the stated rate of interest on \$1,000. The interest charge would be for forty (40) days or $40/30 \times 1\frac{1}{2}\% = 2\% \times \$1000 = \$20$ interest. The charge would be assessed for each contribution, which is owed to each trust fund for each month it is late.

SECTION 24(D). All contractors will be required to post a bond to cover fringe benefit payments in an amount to be calculated as follows.

By October 1st of each year, each contractor's number of employees for the first six months of the year will be calculated based on the formula described in ARTICLE XI, SECTION 4. Based on that number of employees, the contractor will be required to have a bond of the following size:

0 – 5 Employees	\$20,000
6 – 30 Employees	\$30,000
31 – 75 Employees	\$40,000
Over 75 Employees	\$50,000

New Contractors will be required to have a minimum of a \$20,000 bond until they have been in business long enough to qualify for the above requirements.

In addition to other remedies under this Agreement, if the contractor fails to post the bond in the amount required by this Subsection and in the form required by the Local 36 Sheet Metal Fund Office, the contractor's employer contribution to the Local 36 Sheet Metal Welfare Fund will increase by an additional 5% above the then current Employer contribution rate to the Welfare Fund for each month that the contractor has not posted the required bond.

SECTION 24(E). The Employer agrees to furnish the Trustees of the Welfare, Pension, 401(k), National Pension Fund, SASMI Trust Fund, Apprenticeship, St. Louis Metalworking Industry Fund, International Training Institute and/or Vacation Funds, Industry Fund of the U.S. any or all of the following. The Funds have the right to Audit the employer's payroll records to determine proper wage and fringe payment. During the audit process, employer agrees to provide the auditor with confidential access to the following records, and any others the auditor deems relevant, relating to the audit period:

W-2 Reports.

Federal 941 Report and MO Unemployment Report.

Payroll Registers.

Local #36 Benefit Contribution Report.

Other local union benefit reports.

Daily/Weekly time sheets from the last two (2) years if applicable.

SECTION 24(F). It is mutually agreed that any liquidated damages assessed by the Pension, 401(k), National Pension Fund, Welfare, SASMI Trust Fund, Apprenticeship, St. Louis Metalworking Industry Fund, Industry Fund of the U.S., International Training Institute, Educational Building Fund/Educational Organizational and Public Relations Fund (EBF/EOPR), and/or Vacation Fund Trustees for failure of the Employer to pay Pension, 401(k), Welfare, SASMI Trust Fund, Industry Fund of the U.S., St. Louis Metalworking Industry Fund, Apprenticeship, International Training Institute and/or Vacation Fund contributions monthly as set forth in the Trust Agreements and this Addendum to the contract shall be binding.

SECTION 24(G). Allocation of Partial Payments for Delinquent Contributions and Union Dues deducted from wages. If the Fund Office and the Trustees of the Local Funds receive a partial payment of delinquent contributions and Union dues deducted from employee wages, the partial payment shall be allocated based upon the following formula:

1. Delinquent elective wage deferrals and employer contributions to the Sheet Metal Workers' Local 36 401(k) Plan will be paid in their entirety.
2. Next, delinquent contributions to the Sheet Metal Local 36 Vacation Fund will be paid in their entirety.
3. Next, delinquent Union dues deducted from employee wages will be paid in their entirety.
4. Next, delinquent contributions to all other Local Funds will be paid on a proportionate basis including the St. Louis Sheet Metal Apprenticeship Fund, the Sheet Metal Local 36 Welfare Fund, the Sheet Metal Local 36 Pension Fund, and the St. Louis Metalworking Industry Fund.
5. Next, liquidated damages and interest owed to the Local Funds will be paid on a proportionate basis.

SECTION 25. Employer shall carry Workers' Compensation and Unemployment insurance on all employees covered in the bargaining unit. It is further agreed when an employee is injured during working hours in shop or on job, said employee shall be paid for the time required to visit a physician during the day of injury.

SECTION 26. It is hereby mutually agreed that a joint committee be established to investigate working conditions of the employees relating to safety and sanitation and refer violations to the Joint Adjustment Board. Safety equipment shall be furnished by the Contractor and will be in accordance with the Federal Occupational Safety and Health Act. The Contractor will be responsible for enforcing the rules and the employee will be responsible for complying with these rules. Employer to furnish hard hats, cutting goggles, welding hoods and lenses, and hearing protection. Employee to furnish safety shoes, and be properly attired. OSHA Training for journeymen to be paid for by SMOHIT, if approved by SMOHIT. If not, OSHA training for journeymen to be paid for by the Contractor. The costs to be paid refer to trainers and miscellaneous, not labor costs.

SECTION 27. Local 36 agrees to create a workmanship guarantee. A joint committee will be formed to develop and implement a promotion campaign using the guarantee as its focal point. In addition, the Contractors agree to insist that work is performed in accordance with SMACNA Standards. The committee shall have the authority to expend monies as necessary for the promotion of the new program.

ARTICLE IX

SECTION 1. Journeymen, apprentice, and residential/light commercial specialist sheet metal workers covered by this Agreement shall provide for themselves all necessary hand tools.

SECTION 2. Journeymen, apprentice, and residential/light commercial specialist 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. Company name to be permanently attached to truck, whenever possible. Local 36 will supply Union logo on any truck when Contractor is willing to allow it. 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.

SECTION 2(A). Employees in the residential field may use their own personal conveyance to transport and use a three (3) foot or four (4) foot step ladder furnished by the Employer. In addition to above, all bargaining unit employees may use their own personal conveyance to transport and use a hand drill and service cord furnished by the Employer.

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 the Article applies only to labor-management disputes.

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

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

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

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

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

For the purposes of this Section, an Employer who is party to the Labor Agreement of the area in which the work in dispute is performed, but has no permanent shop within the area served by the Local Joint Adjustment Board that rendered the unanimous decision,

may also be entitled to appeal a deadlocked or unanimous Local Joint Adjustment Board decision, and request a Panel hearing.

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

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

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

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 the 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 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 local where the dispute exists as soon as convenient, attempt to conciliate the differences between the parties and bring about a mutually acceptable agreement. If such Panel representatives or either of them conclude that they cannot resolve the dispute, the parties thereto and the Co-Chairmen of the National Joint Adjustment Board shall be promptly so notified without recommendation from the Panel representatives. Should the Co-Chairmen of the National Joint Adjustment Board fail or decline to appoint a Panel member or should notice of failure of the Panel representatives to resolve the dispute be given, the parties shall promptly be notified so that either party may submit the dispute to the National Joint Adjustment Board.

In addition to the mediation procedure set forth above or as an alternate thereto, the Co-Chairmen of the 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 SECTION 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.

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 representative, are functioning as arbitrators and not as the representative of any entity that is party to such dispute. Therefore, they shall enjoy all the rights, privilege, and immunities afforded to arbitrators under applicable law.

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

ARTICLE XI

SECTION 1. All duly qualified apprentices shall be under the supervision and control of a Joint Apprenticeship and Training Committee composed of an equal number of trustees, half of whom shall be selected by 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.

SECTION 2(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. Regularly employed journeymen will be

determined by dividing the total number of journeymen, foremen, general foremen and superintendent hours worked the previous six (6) months by 900 hours. Contractors must be current with local and international fringe benefits to receive apprentices. **An Employer will not be entitled to a new apprentice if the Employer has an apprentice on layoff for lack of work.** During a reduction in workforce, apprentices will be laid off in reverse order of hire. However, the intention of this requirement is not to force a contractor to employ an apprentice who is not performing to such standards as will ensure continued employment as a journeyman. Therefore, contractors may retain an apprentice or apprentices who started later in the program if that apprentice (or those apprentices) has/have demonstrated superior skills and/or work habits. The Apprentice Committee should have documentation of prior and ongoing problems with an apprentice before he is terminated. The Apprentice Committee will not approve this exception for contractors who layoff apprentices receiving higher wages merely to employ apprentices making lower wages.

The Committee may not grant apprentices without the consent of the Business Manager of the Union; however, if a Contractor complies with the terms of this Agreement and the rules of the Apprentice Committee, the consent will not be unreasonably withheld.

In order for Journeyman to remain current on technological changes in the industry, the Joint Apprenticeship Committee will develop appropriate continuing education programs for Journeymen. SMACNA Contractors and Local #36 will make extra effort to encourage their journeymen to participate in the programs.

There will be established a Joint Committee of representatives of Local #36 and SMACNA, St. Louis for the purpose of studying methods and making recommendations to improve recruitment of apprentices into the Local #36 Apprentice program. This Committee will have the support of the SMACNA, St. Louis to implement those recommendations in order to insure top quality applicants into the Local #36 Apprentice Program.

SECTION 5. All applicants for apprenticeship shall have at least a high school diploma or a G.E.D. and **each apprentice shall serve an apprenticeship of five (5) years and such apprentices shall not be in charge of work on any job and shall work under the supervision of a journeyman until apprenticeship terms have been completed and they have qualified as journeymen.** During the last 2000 hours, the apprentice

may work alone at the discretion of the employer, but cannot supervise work.

SECTION 6. A graduated wage scale for apprentices as shown below.

Apprentice Percentages:

	Before <u>8/1/06</u>	<u>8/1/06</u>	After <u>8/1/07</u>
0-1000	47%	47%	50%
1000-2000	50%	50%	52%
2000-3000	53%	54%	55%
3000-4000	54%	57%	60%
4000-5000	55%	60%	65%
5000-6000	60%	65%	70%
6000-7000	60%	65%	70%
7000-8000	70%	75%	80%
8000-9000	70%	75%	80%
9000-10000	85%	85%	90%

For all apprentices in the program, the new percentage schedule for apprentices shall apply. (See wage and fringe benefit charts).

CONCENTRATED APPRENTICE TRAINING PROGRAM (CAT)

SECTION 7. The Concentrated Apprentice Training Program requires sheet metal apprentices to attend school four (4) five (5)-day sessions per year. Two (2) of these five (5)-day sessions would be between January and May 31st (or June 30th depending on the number of students). The other two (2) five (5)-day sessions would be between August and December 31st. These dates are subject to change by the Apprentice Committee in order to meet the requirements of the International Training Institute Fund.

The apprentices will attend 160 hours of training per year for the first four (4) years.

New apprentices will be required to take and complete a drafting class at night before they start their Apprentice Training. New apprentices will also be required to attend a thirty (30)-hour OSHA Training Class during the regular workweek before they start their Apprenticeship Training.

SECTION 8. An Employer may hire one relative of an owner who might logically succeed to ownership as an apprentice and the Joint Apprenticeship and Training Committee agrees to indenture same. This section effective only with the knowledge and consent of Union.

SECTION 9. Beginning with Apprentices graduating from the Apprentice program after January 1, 2010, they will graduate from the Apprentice Program as currently, however, they will remain at 90% wage level (with 100% fringes being paid on them) until they have passed the exam and have obtained their St. Louis County Journeyman Mechanical (or equivalent) License. Then they will be entitled to Journeyman's wages.

SMACNA, St. Louis agrees to send a letter to any Contractor paying an individual in this category above scale to strongly encourage that individual to obtain everything necessary to legitimately get to the 100% level.

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 an apprentice on the basis of the provisions detailed in ARTICLE XI, SECTION 4. Any apprentice of the Employer on layoff at the effective date of this

Agreement must be rehired before said Employer is entitled to any apprentice. Thereafter, the same conditions and ratios shall apply.

In the event the Employer is entitled to employ an apprentice and the Union fails to respond to the Employer's written request to furnish an apprentice within forty-eight (48) hours, the Employer may hire such employees and refer them to the Joint Apprenticeship and Training Committee for enrollment. The process of finding an applicant may take up to two (2) weeks, due the necessity of passing a drug test and physical plus the applicant may have to give a two (2) week notice to his current Employer.

Apprentice wage and fringe benefit rates will be in accordance with the wage chart included in this Agreement.

SECTION 1(A). Apprentices will be assigned from the Apprenticeship List established by the Joint Apprenticeship Committee.

SECTION 1(B). The apprentice will be indentured into the Apprenticeship Program and, if the Contractor desires, will remain with the Contractor for whom he began his apprenticeship regardless of that Contractor's apprentice/ journeyman ratio as long as he still employs a minimum of three (3) journeymen.

SECTION 2. National 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 (\$.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 apprentice being reclassified shall experience no break benefits coverage.

ARTICLE XIII

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 the local Union agree to establish a labor-management committee, which shall meet on a regular basis, but not less 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.

SECTION 2. "HVAC – Sheet Metal EXPERTISE".

- Use for Partnerships and Advertising Issues.
- Should be hung at all shops, offices, gang-boxes, Union Hall, JATC, and handed out in Apprenticeship Applicant Packages.

HVAC & SHEET METAL

E – Excellence

X – Pert

P – Professional

E – Education/Excellence

R – Responsibility/Respect for others/by others

T – Tradition/Training

I – International/Integrity

S – Safety
E – Experience/Eliminate waste

SECTION 3. Need ACTIVE Architectural Contractors and Union Committee to be proactive about problems with Carpenters, Ironworkers, and Roofers.

ARTICLE XIV

SECTION 1. Owner-Members. Whereas, Local 36, Sheet Metal Workers International Association, AFL-CIO (Local 36) and the St. Louis Chapter, Sheet Metal and Air Conditioning Contractors National Association (SMACNA) desire to clarify, the Employer's obligation to report hours and pay contributions on individuals classified "Owner-Members".

Therefore, effective August 1, 2008, Local 36 and SMACNA agree to this Addendum to the Standard Form of Union Agreement effective August 1, 2009 through July 31, 2011 and its successor agreements (Union Agreement).

- A.) Owner-Member defined. An Owner-Member is an individual who meets each of the following tests: (1) Participates in the management of an Employer who is signatory to the Union Agreement; (2) Has an ownership interest in an Employer or whose spouse, parent, or child has an ownership interest in an Employer; and (3) Performs worked covered by the Union Agreement.
- B.) Notwithstanding any other provision in the Union Agreement, effective August 1, 2008, from any Owner-Member employed by an Employer, and Employer must report and contribute 150 hours per month to the Local 36 Sheet Metal Welfare Plan (Welfare Plan), the Local 36 Sheet Metal Pension Plan (Pension Plan), and the Sheet Metal National Pension Fund (NPF). With respect to the other Trust Funds and the EOPR, the Employer must report and contribute for Owner-Members based upon actual hours worked with the tools by the Owner-Member under the Union Agreement.
- C.) The monthly reporting form will be modified so that Owner-Members are identified and different hours can be reported on Owner-Members to the Welfare Plan, the Pension Plan and the NPF from the other Trust Funds and the EOPR.

ARTICEL XV

SECTION 1. This Agreement and Addenda shall become effective on the 1st day of August 2009, and remain in full force and effect until the 31st day of July 2011, 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 1(A). Any conflict between a term or condition of the Standard Form of Union Agreement and the Addendum to the Standard Form of Union Agreement is to be resolved in favor of the latter as long as it is not a detraction from the Standard Form of Union Agreement.

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 the 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 the Agreement, or during the term of any extension, modification or amendment to this Agreement.

SECTION 5. By execution of the Agreement the Employer authorizes SMACNA, St. Louis 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 fifty (150) days prior to the then current expiration date of the Agreement.

SECTION 6. 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.

GUTTER TRUCK ADDENDUM
to
STANDARD FORM OF UNION AGREEMENT
between
ST. LOUIS CHAPTER, SHEET METAL AND AIR CONDITIONING
CONTRACTORS NATIONAL ASSOCIATION
and
SHEET METAL WORKERS' INTERNATIONAL
ASSOCIATION, AFL-CIO
LOCAL 36

SECTION 1.

1.1 All Gutter Truck personnel must be hired through Local 36 Referral System. If the Union cannot supply the Contractor with qualified people forty-eight (48) hours after the request, the Contractor may seek his employees from other sources provided the Union is notified immediately upon employment.

1.2 Gutter Company Employees must work 9,000 hours before being eligible to take the journeyman test. Gutter Company Employees, who pass the journeyman test, may be placed in an architectural shop.

1.3 Gutter Company Employees, who have not passed the journeyman test or completed an apprenticeship, after 15,000 hours may be placed at an architectural shop, after giving a thirty (30)-day notice, if work is available through the Hiring Hall. Each Gutter Company Employee that is placed in an architectural shop will be required to attend the apprentice school at their own cost.

1.4 If a Gutter Company Employee returns to a Gutter Company from an architectural shop, the rate of pay will be the Gutter Company rate.

1.5 Gutter Company Employees must go before the Business Agent and through the Hiring Hall before leaving one company to go to another.

1.6 Gutter company Employees are encouraged to take night classes to prepare for the journeyman's test. There is no cost for night classes if completed.

1.7 All sheet metal workers are encouraged to attend classes at the Apprenticeship School to keep up with the latest developments in the trade regardless of whether they have passed the journeyman test or not.

SECTION 2.

2.1 A voluntary make-up day on Saturday for straight time will be allowed only in the case where a complete weekday's work was lost due to inclement weather. The Contractor must contact the Union for approval before scheduling a make-up day.

2.2 No employee will be obligated to work Saturdays for straight time against his will nor will any form of repercussion be carried out against an employee who chooses not to work a straight-time Saturday. A minimum of twenty-four (24) hours notice must be given an employee prior to a straight-time Saturday, unless rained-out day is a Friday.

SECTION 3..

3.1 A minimum of one (1) Gutter Truck Foreman, one (1) Gutter Truck Operator or one (1) Gutter Truck Assistant who receives either the Gutter Truck Foreman or Gutter Truck Operator scales is required on each Gutter crew. An additional Gutter Truck Assistant will be allowed to assist at the Employer's option. Owners, office or shop personnel do not count toward Gutter crew ratio.

3.1(a) One (1) of every four (4) employees will be a Gutter Truck Foreman.

3.2 Contractor must supply the Union with a list of Gutter Truck crews. A Gutter crew may operate without its Gutter Truck Foreman, Gutter Truck Operator or Gutter Truck Assistant receiving Gutter Truck Foreman or Gutter Truck Operator rate, if that person calls in sick. Chronic absenteeism will not be tolerated. If there is a change in Gutter Truck crews it must be done on the first day of the week and be effective the entire week unless the Union is notified prior to the change.

SECTION 4. Wages and fringes - see attached charts for wage and fringe benefits effective August 1, 2009 through July 31, 2011.

4.1 New Gutter Truck Assistant will be on probation for a period of ninety (90) days before any fringes are to be paid. After ninety (90) days fringes

are to be paid in accordance with the fringe benefit charts effective at that time. The new Gutter Truck Assistant will also be required to join the Union after eight (8) days and have all necessary paperwork completed.

4.2 If any employee is paid more than required by the agreement, the overpayment must also show on the employee's paycheck stub.

SECTION 5. All present employees to be "red circled". Red circled employees may not be laid off until all "new hired" employees have been laid off. New hired employee is anyone hired after May 1, 1989. If "red circled" employee is laid off due to lack of work, he must be the first rehired when work picks up. "Red circled" employees making more than amounts required by this agreement shall not have any part of their wage and fringe benefit package reduced.

**SERVICE
and
REPLACEMENT ADDENDUM
to
STANDARD FORM OF UNION AGREEMENT
between
ST. LOUIS CHAPTER, SHEET METAL AND
AIR CONDITIONING CONTRACTORS
NATIONAL ASSOCIATION
and
SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION,
AFL-CIO LOCAL 36**

SECTION 1.

1.1 This Addendum covers the rates of pay, rules and working conditions of all employees of the Employer engaged in repairing, replacing and servicing of all heating and air conditioning systems and the architectural sheet metal work on such residences. It does not cover initial installations.

1.2 Residential shall be defined as any dwelling, including nursing and retirement homes, motels, hotels and dormitories all of which are individually conditioned by separate and individual units or systems.

SECTION 2.

2.1 None of the work covered by this Addendum shall be subcontracted by the Employer, except to another Employer that is party to an agreement with the Union.

SECTION 3.

3.1. The day that an employee, other than an apprentice, is hired, the Employer will refer the employee to the offices of the Union, which will issue any work authorization needed for a thirty (30)-day trial period. The employee may be terminated at any time during that thirty (30)-day period by the Employer; the Employer need state no reason for such termination; the grievance procedure may not be used by the employee nor by the Union to challenge any such termination. After the "initial" eight (8) days applicant must become a member of the Union. Employees covered

by this Addendum will be required by their Employer, or prospective employer, to sign an Authorization/Release to allow the Employer to obtain background information on the Employee.

3.2 In order to project a professional image, the Employer reserves the right to require service technicians to wear company-approved apparel. Cost to employees not to exceed 50% of total cost.

3.3 Employers in the Service/Replacement markets will require their Employees to wear appropriate visible identification.

3.4 Summer Help -- Refer to ARTICLE IV, SECTION 1(B), Group IV Language indicated on Page 12 of the Standard Form of Union Agreement and Addendum.

SECTION 4.

4.1 The Employer agrees to require membership in the Union, as a condition of continued employment, of all employees performing any work covered by this Addendum within 8 days from the beginning of such employment.

4.2 When an employer has five or more individuals working under this Addendum, the Union reserves the right to appoint one of those individuals to the position of Steward. The Steward is to be a working Steward and retains the same rights, obligations and restrictions as Stewards described within the main contract.

SECTION 5.

5.1 The regular workweek shall start on Monday and end on Friday. The regular workday shall consist of eight (8) hours labor between 6:00 A.M. and 4:30 P.M. All work performed outside of regular work day shall be paid at one and one-half (1 1/2) times the regular rate. The 6:00 A.M. starting time may be implemented if the employees, the Employer and the Union agree. Any employee who is scheduled to begin his regular eight (8) hour working day later than 8.00 A.M. will be considered to be on 'Shift Work" and shall receive an additional one dollar (\$1.00) per hour above his base wage scale. Such "Shift Work" scheduling shall be on a voluntary basis with the consent of the employee, the Union and the Employer.

During the months of January, February, September, and October, a flexible starting time as early as 6:00 A.M. or as late as 10:00 A.M. may be implemented if the employees, the Employer and the Union agree. During the above months, employee will not be considered on "Shift Work" if he begins between 6:00 A.M. and 10:00 A.M. inclusive. Once the parties agree to a flexible start time, it will not fluctuate until returning to the normal starting time.

5.2 When instructed by the Employer, the designated employee or employees will receive one (1) hour's pay per day for being on "stand-by" or "on-call" regardless of the number of hours worked. It is agreed that stand-by pay will be paid in the amount of base wage plus vacation. No fringes will be paid on stand-by. If a call is not handled in a timely manner, "stand-by" pay is forfeited.

When a call is made, the employee will be paid from the time he leaves his home through the time he finishes the call. He will not be paid for the drive home. If performing multiple calls, he will be paid for the drive time between calls, but not for the drive home. If picking up a van/truck from the shop, he will be paid from departure from the shop until return to the shop.

5.3 Except in emergency situations, the Employer must notify the employee the day before of his work assignment for the following day. The employee must call during regular working hours for the next day's assignment.

SECTION 6.

6.1 Vacation percentages for all Service Journeymen will be 10% of the hourly wage.

6.2 Vacation will be computed on a percentage of the base hourly wage rate of a Service Journeyman. A graduated scale for apprentices will be implemented as follows:

0 -1000	Hours	4%
1000-2000	Hours	5%
2000-3000	Hours	6%
3000-4000	Hours	7%

4000-5000	Hours	8%
5000-6000	Hours	8.5%
6000-7000	Hours	9.25%
7000-8000	Hours	10%

6.3 One (1) week vacation will be allowed between May 1 through September 30.

6.4 New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, Presidential Election Day, or days locally observed as such and Saturday and Sunday shall be recognized as Holidays. if a Holiday falls on a Saturday, the Holiday will be observed on the preceding Friday. When a Holiday falls on Sunday, the Monday after will be observed as the Holiday. All work performed on Holidays shall be paid as follows: One and one-half (1 1/2) times the regular rate.

However, an employee may work the following holidays at straight time if agreed upon by the employee, the employer, and the union: Martin Luther King Day; Veterans Day; and the day after Thanksgiving.

SECTION 7.

7.1 Standard Job Classifications are as follows:

SERVICE JOURNEYMAN shall be capable of performing all residential installation and be able to work on all units of work contracted by the Company including residential and light commercial service on a limited basis with little or no additional training. Light commercial is defined as twelve and one-half (12 1/2) ton units and under.

RESIDENTIAL/LIGHT COMMERCIAL SERVICE SPECIALIST -- Refer to ARTICLE VI, SECTION 5, Language indicated on Pages 27-28 of the Standard Form of Union Agreement and Addendum.

Service Specialist will be allowed for Service work under the same category as Residential/Light Commercial Specialists in the main contract. Wages and fringes to be as agreed upon in the main contract. No maximum limit on number of Specialists. A residential/light commercial specialist classification will be included for field work only and may be employed on the following ratio:

Number of Journeymen Residential/Light Specialists

1-2	– 1 res./lt. com. specialists;
3-4	– 2 res./lt. com. specialists;
5-7	– 3 res./lt. com. specialists;
8-10	– 4 res./lt. com. specialists;
11-15	– 5 res./lt. com. specialists;
16-20	– 6 res./lt. com. specialists;
21-25	– 7 res./lt. com. specialists;
26-30	– 8 res./lt. com. specialists;
31-35	– 9 res./lt. com. specialists;
36-50	– 10 res./lt. com. specialists;

For over fifty (50) journeymen, the Contractor will be entitled to one (1) Specialist for every six (6) journeymen.

For residential work only as defined in ARTICLE VI, SECTION 5 of the main contract, specialists may be used in the shop as well as in the field.

An outside contracted Service Training Program may be adopted with the approval of the Apprentice Committee for Residential/Light Commercial Specialists.

SECTION 8.

8.1 Effective August 1, 2009, the service journeyman wage rate and fringe benefit package shall be \$43.22. Future increases in the service journeyman wage rate and fringe benefit package shall be as follows:

Effective Increase

Date Amount

2/1/10 \$1.55 \$1.50 to be allocated by Local #36 + \$.04 to Apprentice Fund for the additional operating costs of the new Building + \$.01 to be allocated \$.005 Pride; \$.0025 Red Cross; \$.0025 United Way.

Increased the Residential Rebate from \$2.22 to \$3.00 per hour.

8/1/10	\$1.11	\$1.05 to be allocated by Local #36 + \$.04 to Apprentice Fund as above + \$.02 for Industry Funds as described below.
2/1/11	\$1.09	\$1.05 to be allocated by Local #36 + \$.04 to Apprentice Fund as above.
Total	\$3.75	

The Union will have the right to allocate wage increases into any existing funds, including the 401(k). The contract expires on July 31, 2011.

The members shall have the right to allocate all funds including contributions to the Local 36 Pension Fund.

They anticipate employees will choose to have twenty cents (\$.20) per increase put into the local Pension Plan. They also agreed to maintain sufficient monies being put into the Equality Fund as to keep approximately a one year reserve while continuing to utilize that Fund for the benefit of the Industry.

Union agrees to maintain one year reserve in the equality fund to help maintain and increase market share and man hours.

8.2 Any employee receiving a higher basic hourly wage rate at the time the Employer signs this agreement shall be paid no less than that rate.

8.3 Increases are to be given to all employees, regardless of present wage level. See attached charts for the applicable negotiated increase.

8.4 Employees 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.

8.5 New Hires -- Refer to ARTICLE VIII, SECTION 8(A), language indicated in the Standard Form of Union Agreement and Addendum.

8.6 The Employer agrees to be bound by the terms of all of the fringe benefit trust agreements provided for in the Standard Form of Union Agreement in effect at the time work is performed by such an employee. Fringe benefit contributions shall be made pursuant to the terms of such Standard Form of Union Agreement.*

Amounts or percentages to be paid to the Funds listed below will be in accordance with Wage and Fringe Benefits Charts for the Service and Replacement Addendum.

Below Page numbers will change in reference to the book.

Standard Form of Union Agreement, ARTICLE VIII:

Welfare Fund*	SECTION 7, - 7(A)	Page 34-35
Industry Fund (MIF-IFUS)	SECTION 11(A-D)	Page 37-38
	SECTION 12 (A-E)	Page 38-40
International Training Fund	SECTION 14	Page 40
Apprentice Fund	SECTION 15	Page 41-42
Vacation Fund	SECTION 16	Page 42-43
E.O.P.R. Fund**	SECTION 18	Page 43-44
National Pension Fund	SECTION 17	Page 43
Local Pension Fund	SECTION 18(A)	Page 43
401(k) Fund	SECTION 18(B-C)	Page 43
SASMI***	SECTION 19	Page 44-45

In order to maintain and increase man hours and market share in the Service Addendum, Sheet Metal Workers' Local 36 agrees to continue the Clean and Check and Replacement Reimbursement Program and SMACNA agrees to aggressively and competitively bid the work.

***S.A.S.M.I. payments in the Service Addendum will ONLY be required for the Residential/Light Commercial Service Specialist category.

8.7 Employer will sign any participation agreement requested by any of these Trust Funds. Unless otherwise specified, payments are to be made to such party and place as directed by the trustees of each of the funds.

8.8 When a Full Sheet Metal Journeyman is performing residential replacement work, Local #36 will remit \$2.22* per hour to the contractor. The \$2.22* will remain at that amount until market demands change to maintain and increase market share. Equality Fund to allow restitution only up to ninety (90) days after the work has been complete.

(* - It is agreed that the \$2.22 will increase to \$3.00 effective 2/1/10.)

SECTION 9.

9.1 Employee will supply all hand tools, including gauges. Contractors will supply all testing equipment, torches, and power tools with the understanding that if they are lost by the responsible member, then he must replace them. But, if they wear out due to normal use, the Contractor must replace them. The Contractor will furnish testing instruments only if apprentice candidate does not own them.

HEATING/AIR CONDITIONING REFRIGERATION SERVICE PROGRAM TOOL LIST

Pipe Wrenches - 10 - 14'
Refrigeration Manifold Gauge Set
Tubing Cutter (0' - 1 1/8")
Flaring Tool - (1/4" - 3/4")
Set of Swedgers - (1/8' - 7/8")
Refrigeration Valve Wrenches
Set of Allen Wrenches - (1/16" - 1/2")
Pocket Mirror
Crescent Wrenches - (6" - 8" - 10" - 12" - 14")
Socket Set - 3/8" Drive (1/8" - 1")
Pocket Thermometer - (-20 Degree/+ 200 Degree)
Flashlight
Steel Tape Measure and 6' Rule
Set of Files
Hack Saw - Keyhole Saw
Wire Brush
Claw Hammer and Tinner Hammer
Pair of Folders
Tin Snips (Straight - Left and Right)
Scratch Awl
Pliers - (Needle nose and Regular)
Wire Strippers and Cutters
Set of Screwdrivers (Straight and Phillips)
Nut Drivers - (1/4" - 5/16" - 3/8" - 7/16" and 1/2")
Set of End and Box End Wrenches (5/16" - 1")

9.2 *It is hereby mutually agreed that a joint committee be established to investigate working conditions of the employees relating to safety and sanitation and refer violations to the Joint*

Adjustment Board. Safety equipment shall be furnished by the Contractor and will be in accordance with the Federal Occupational Safety and Health Act. The Contractor will be responsible for enforcing the rules and the employee will be responsible for complying with these rules. Employer to furnish hard hats, cutting goggles, welding hoods and lenses and hearing protection. Employee to furnish safety shoes, and be properly attired. OSHA Training for Journeymen to be paid for by SMOHIT if approved by SMOHIT. If not, OSHA training for journeymen to be paid for by the Contractor. The costs to be paid refer to trainers and miscellaneous, not labor costs.

9.3 When a company vehicle is taken home in the evening the employee will be expected to be on the job or in the shop at starting time and stay until quitting time.

9.4 If the vehicle is picked up at the shop or some other location, the employee will not leave that location until starting time and must have the vehicle back at the same location at quitting time. Otherwise, the proper rate of pay will apply for travel time.

9.5 If community statute or regulation prevents taking the company vehicle home and parking it overnight, the employee will have to pick up the vehicle at the shop or alternate location. In this circumstance only, the employee will be expected to be on the job at starting time and remain until quitting time.

SECTION 10. Grievance Procedure - Refer to ARTICLE X, SECTIONS 1 thru 8 of the Standard Form of Union Agreement and Addendum.

SECTION 11.

11.1 The Employer, under the conditions of this Addendum, and when hiring new employees, will determine the status of each employee as an apprentice or journeyman.

11.2. **Recruiting:** A contractor may recruit new candidates on his own and will also interview two (2) to three (3) Apprentice candidates or out of work residential specialists if qualified. The Contractor will then make a determination as to which candidate(s) he feels can make a career in our industry. For those candidates interviewed and not chosen, the contractor will advise the JATC as to the reason(s) he(they) were not chosen.

11.3 Employing: After making his choice, the Contractor will employ the individual as a Specialist. During this Specialist period, the Contractor will give the employee an introduction to various phases of the industry. The Contractor will make every effort to confirm that the employee will make a good candidate for our program. It is the intention that every applicant entering the Service/Replacement Apprenticeship program will have obtained the equivalent of a basic trade school education in the Service/Replacement field (such as Ranken or Vatterott). The employee may retain his position as a Specialist for a reasonable period of time in order to be able to obtain this trade school education. During this period, the prospective Apprentice will be tested by the school to determine his proper position in the school. Apprentices will be required to complete a thirty (30) hour OSHA Training Class during the regular work week by the end of their first year. The employer will have the candidate execute a “non-compete agreement” prior to the candidate entering the Apprenticeship program.

11.4 Enrolling: At the next Apprenticeship starting period, February 1 or August 1, the Contractor will enroll the employee in the Apprenticeship program.

11.5 School Training: There will be a concentrated apprenticeship training program. The Apprentice will attend school for five (5) weeks at a time. There will be four (4) five (5) week training sessions for each Apprentice which will be attended in consecutive February and August sessions. Therefore, the Apprentice will complete his schooling within his first two (2) years of the program. It is intended that the first February training session attended will concentrate on air conditioning maintenance and service, while the first August training session will concentrate on heating maintenance and service. During these four (4) five (5) week training sessions, if the School Instructor(s) feel an Apprentice is in need of more training, then it will be that student’s responsibility to attend additional classes on his own time.

11.6 On-the-Job Training: Following each of the first two (2) Apprenticeship School training sessions, upon return to the Contractor, the Apprentice will ride with a Journeyman with a goal of learning the “on-the-job” portion of the work. The Journeyman to assist in training regarding:

- A. Customer Service and Treatment;
- B. Time Cards;
- C. Job tickets and paperwork;

- D. Performing Furnace and Air Conditioner Maintenance;
- E. Preparation of Apprentice Time Sheets.

The Apprentice will ride with a Journeyman for six (6) weeks after each of his first two (2) Apprentice Training School sessions. The Apprentice will maintain a log sheet and have the Journeyman sign-off on the sheet each day. This will serve as a time sheet for the Apprentice to be paid. In addition, this Log Sheet will be used by the Contractor to send to Local #36. Local #36 will reimburse the Contractor for the cost of the Apprentice for the six (6) weeks on the following basis: On residential work, the Contractor will be reimbursed for 100% of the Apprentice cost and on light commercial work, the Contractor will be reimbursed for 67% of the Apprentice cost. It is anticipated that the two (2) six (6) week sessions following the first two (2) Apprentice School Training sessions will occur within three (3) months of the end of the school session. Workloads, weather and other circumstances, may extend the six (6) weeks to three (3) months. However, it is understood that Local #36 will reimburse for only six (6) weeks after each of the first two (2) school sessions.

11.7 Training Make-up: The first two (2) five (5) week training sessions will concentrate mostly on service. The second two (2) five (5) week sessions will consist of a mix of approx. 67% service and 33% replacement.

11.8 Completion of Program: By the end of the program, the Apprentice will be required to become NATE certified and to obtain his St. Louis County Service Journeyman Mechanical License or equivalent Service Journeyman Mechanical License.

11.9 The ratio of apprentices to journeymen regularly employed by the Employer shall be on a one (1) to one (1) basis. Apprentices can work alone on jobsite but will be under the supervision of a journeyman or foreman.

11.10 Service Apprentice Rates to be based on a percentage of the Service Journeyman rates.

For existing Apprentices (see wage chart).

Change wage percentage on NEW Service Apprentices and Service Apprentice Program expands to 8,000 hours. The following wage percentages for Service Apprentices would apply to all Apprentices.

	Before <u>08/01/06</u>	<u>8/1/06</u>	After <u>8/1/07</u>
0-1000	50%	47%	50%
1000-2000	58%	50%	52%
2000-3000	67%	54%	55%
3000-4000	75%	57%	60%
4000-5000	83%	60%	65%
5000-6000	92%	65%	70%
6000-7000	96%	65%	70%
7000-8000	N/A	75%	80%

11.11 Apprentices will receive “working hours” credit for hours spent attending manufacturer sponsored training seminars. Satisfactory proof of attendance must be provided to Apprentice Committee. If the employee is paid by the Employer, while he attends such classes, he will receive full credit for the time spent. If the employee is not paid, he will receive one-half (1/2) credit.

11.12 The Employer will see that each apprentice gets equal on-the-job training and experience in all aspects of the “Service and Replacement” industry. Including, but not limited to, service calls, start-ups, installations, etc. The intent is to develop a well-rounded journeyman, not specialists in only one (1) area of the trade. The Apprentice Committee will implement work report forms similar to the ones used for Construction Apprentices. These forms will be used to monitor the training that each apprentice is receiving.

SECTION 12.

12.1 An apprentice will be referred to a shop on the following ratio; one (1) journeyman, one (1) third (3rd) year apprentice, one (1) starting apprentice.

12.2 See Wage Charts for total wage and fringe benefit packages.

SECTION 13.

13.1 Other provisions of the Addendum - Refer to ARTICLE XIII, SECTIONS 1 thru 5.

13.2 A subcommittee will meet sixty (60) days prior to the expiration of the Standard Form of Union Agreement to discuss the terms of this segment of the contract.

See separate sheets for wage tables.

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The following changes were agreed upon for future dates:

Article IV, Section 13 (P16). Change this to Section 14 and incorporate some wording of the International's Code of Excellence and include references to the Code of Excellence. A sub-committee will be appointed to develop appropriate contract language.

Effective Increase

<u>Date</u>	<u>Amount</u>	
2/1/10	\$1.55	\$1.50 to be allocated by Local #36 + \$.04 to Apprentice Fund for the additional operating costs of the new Building + \$.01 to be allocated \$.005 Pride; \$.0025 Red Cross; \$.0025 United Way. Increased the Residential Rebate from \$2.22 to \$3.00 per hour.
8/1/10	\$1.11	\$1.05 to be allocated by Local #36 + \$.04 to Apprentice Fund as above + \$.02 for Industry Funds as described below.
2/1/11	\$1.09	\$1.05 to be allocated by Local #36 + \$.04 to Apprentice Fund as above.
Total	\$3.75	

Effective Feb. 1, 2010, the following changes to take place:

- A. Article IV, #7, Lines 8 – 11. Change to the following:
“A Foreman, General Foreman, or Superintendent who has had more than six (6) months of service with the Employer may be recalled within a period of one (1) year with the employee’s consent.”

- B. Article VIII, Section 3(B); Change the definition of Light Commercial to:

“Light Commercial is defined as a commercial building or rental space of 6,000 square feet or less in which no single unit exceeds twenty-five (25) tons of air conditioning”.

Effective Aug. 1, 2010, the following changes to take place:

- A. Article VIII, Section 11(B), Increase IFUS contribution by \$.01 per year over five (5) years bringing the total contribution to \$.12.
- B. Article VIII, Section 12(B) Increase contributions to the St. Louis Metalworking Industry Fund by \$.01 per year over five years, bringing the total to \$.28. The Pride, Alcohol/Drug Testing, Red Cross contributions are in addition to these.
- C. Rotation of Apprentices. Agreed to form a Committee to make a recommendation for the Industry.

In witness whereof the parties hereto affix their signatures and seal this
1st day of August, 2009.

SMACNA, St. Louis Chapter of Sheet Metal and Air Conditioning Contractor's National Association.

By: _____  _____
George "Butch" Welsch

Local Union No. 36 of Sheet Metal Workers' International Association

By _____  _____
David C. Zimmermann

ACCEPTANCE OF AGREEMENT

I/WE hereby certify that I/WE have read and have full knowledge of the terms and conditions of this Agreement, on this _____ day of _____, 20_____.

I/WE hereby agree to be bound by and subject as required by the terms of this Agreement.

Company: _____

Address: _____

City: _____

Phone: _____

Signature: _____

Title: _____

For Local 36:

Signature: _____

Title: _____