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# 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

September 1, 2001 through July 31, 2006



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ST LOUIS CHAPTER



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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 September 2001, 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 used in lieu thereof and of all air-veyor systems and air-handling systems regardless of material used including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing 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.

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

\*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.

JULY 2002

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, spandrels 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 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, tee-bars, 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 3(A).** 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 3(B).** 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 3(A) 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, preapprentice 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, preapprentice\* 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 and preapprentices 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.

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. 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.

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 7-Man Board hereinafter described. When applicants are referred to Employer, the proper Group status will be shown on referral slip.

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 23rd through September 1st at the rate of \$10.00 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 150 hours. A Foreman, General Foreman, or Superintendent who has had more than one year 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 150 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 150 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 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. The only exceptions, which shall be allowed in this order of referral, are as follows:

a) 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.

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

8. 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.

9. Pre-apprentices and apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Agreement between the parties.

10. Grievances arising out of interpretation or enforcement of the referral system shall be referred to a 7-Man Board comprised of three (3) contractors, appointed by SMACNA, St. Louis and three (3) appointed by the Union and one 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 Board's 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 Board 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.

11a). Effective July 1, 2000, 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.

b) Effective July 1, 2004, 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 "30-hour OSHA Construction Outreach Training Program" (Program).

## 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 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 eight (8) a.m. and four (4) 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 normal work week is 37 ½\* hours and when unemployment is 10% or less of the journeymen for a period of 30 days the work week will be 40\*\* hours and when the level of unemployment is between 20% and 30% of the journeymen for a period of 30 days the work week will be 32 or 35\*\*\* hours. The work week as described above will continue for a minimum of sixty (60) days regardless of the number employed.

- \* 5-7½ hour days
- \*\* 5-8 hour days
- \*\*\* 4-8 hour days or 5-7 hour days

The 4-8 hour or 5-7 hour days may be worked Monday through Friday at the contractors' discretion.

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

When unemployment reaches 30% of the journeymen for a period of 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 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. And, a flexible starting time as early as 7:00 A.M. may be implemented if the employees, the Employer and the Union agree. 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.

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.

An early starting time of 6:00 a.m. may be used during summer months to avoid excessive afternoon temperatures. This early starting time to be used when mutually agreed upon by the Employer, the employee and Union Business Representative.

**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 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:

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 outlined in Article VI, 3(D) 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. rate of pay shall be at straight time rate.



SECTION 3(D). Saturday Overtime: All work performed during the regular workday (Article VI, Section 1) on Saturday will be paid at 1-1/2 times the regular rate. All work performed outside of the regular working hours will be paid at 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.

**SECTION 4. Shift work and the pay and conditions therefor 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 for shop, retrofit, in-plant remodeling, and new construction to 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 week prior to starting any job fitting this category, contractor will contact the Union Office. A minimum of 5 days continuous work is needed to qualify for shift work.

Base shift rate Monday through Friday	115% of basic wage
Overtime Monday through Friday	1½ of base shift rate
Saturday – first 8 hours of work	1 ½ of base shift rate
Saturday – work after 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 on the project received overtime 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 same 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 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 (2) 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 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).

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.

Add-On and Replacement Contract as per attached or per future Service Contracts negotiated to become an Addendum to this Agreement and the term residential will be removed.

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 operation cost of said automobile at the rate of thirty cents (\$.30) 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 thirty cents (\$.30) 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.**

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 Article) per hour, except as hereinafter specified in Section 2 of this Article.**

SECTION 1(A). Effective September 1, 2001, the journeyman wage rate and fringe benefit package shall be \$38.42. Future increases in the journeyman wage rate and fringe benefit package shall be as follows: effective March 1, 2002, \$39.32; effective September 1, 2002, \$40.27; effective March 1, 2003, \$41.17; effective September 1, 2003, \$42.22; effective March 1, 2004, \$43.22; effective September 1, 2004, \$44.17; effective March 1, 2005, \$45.17; effective September 1, 2005, \$46.12; and effective March 1, 2006, \$47.12. The Union will have the right to allocate wage increases into any existing funds, including the 401(k). The contract expires on July 31, 2006.

Union agrees to put a minimum of \$0.05 a year into the Equality Fund to help maintain and increase market share and man hours.

On new residential 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 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, preapprentices, 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 employees employed on such work in the home shop or sent to the jobsite.

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

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

**SECTION 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.

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. 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(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, preapprentices 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.

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 Foremen and one General Foreman; Thirty-one (31) men to forty (40) men, four Foremen and one General Foreman; Forty-one (41) men to fifty (50) men, five Foremen and one General Foreman, and one Superintendent; Fifty-one (51) to sixty (60) men, six Foremen, one General Foreman and one Superintendent; Sixty-one (61) men to seventy (70) men, six Foremen, two General Foremen and one Superintendent; Seventy-one (71) men to eighty (80) men, seven Foremen, two General Foremen, and one Superintendent; Eighty-one (81) men to ninety (90) men, eight Foremen, two General Foremen and one 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. 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). Effective May 1, 1999, 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. 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.

**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(E) 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) twenty-three cents (\$.23) per hour for each hour worked on or after the effective date of this Agreement, 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 and Pre-apprentices, to be earmarked for PRIDE. Payment shall be made monthly on or before the 20th day of the succeeding month. (Union agrees to allow contractors to increase contributions to the Metalworking Industry Fund by up to \$0.05 during the term of this contract at the discretion of contractors.)

**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 July 1, 2000, SMACNA and Local #36 agree that a total of \$0.01 per hour to PRIDE with the exception of Apprentices and Preapprentices. 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. The actual payment will be made by SMACNA. SMACNA will have discretion over its contributions. The other \$0.01 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.

**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 Institute Trust (Institute) two cents (\$0.02) per hour for each hour worked by each employee of the Employer covered by this Agreement until the Institute Trustees determine that the Trust is financially self-sufficient. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the Institute, or for purposes of collection and transmittal through 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") seventeen cents (\$0.17) for each hour worked by an employee covered by this Agreement. The Contractors agree that the increase of \$0.04, which becomes effective September 1, 2001 is in addition to the \$1.00 wage package increase effective on September 1, 2001. 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 half of the members appointed by the Union and half by SMACNA, 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 \$.24 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' \$0.17 contributions for the preceding month.

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 ten percent (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.

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%
8,000-9,000	10%

SECTION 17. It is hereby agreed between the parties that a Pension Fund be continued in force and effect and administered equally 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. Payment shall be in accordance with the amounts listed in Wage Scale and Fringe Charts. It is further agreed that payments to the Pension 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 Pension Fund by the Employer of any employee working within the jurisdiction of the Union and who is not covered by a like Pension Plan of his parent organization. All payments to said Pension Fund shall be made on or before the 20th day of the succeeding month. The contributions made by the Employer shall be used exclusively to provide pensions to eligible employees in such form and amount as the Trustees of the Pension Fund may determine.

SECTION 17(A). The said Pension, Welfare and Vacation Funds shall be administered pursuant to an Agreement and Declaration of Trust, administered jointly by the aforesaid number of representatives. The Agreement and Declaration

of Trust together with any amendments thereto shall be considered a part of this Agreement as is set forth herein at length.

SECTION 18. 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 day of the succeeding month.

SECTION 18(A). 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 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(B) (1). A Trust Fund (called "401(k) Trust") is to be established for the "Sheet Metal Workers' Local 36 401(k) Plan" effective 9/1/96 to be administered by a Board of six Trustees, half appointed by SMACNA, St. Louis and half 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, starting 9/1/96. Administrative costs required for the 401(k) Plan will be paid by the 401(k) Trust, not by the Employers.

(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 20th 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 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 18(C). 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.

SECTION 19. 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.

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. 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 22. 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 22(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, 401(k), 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.

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 22 (C) below, from the 10th of that month.

SECTION 22(B). If the Employer becomes delinquent in payment of said Funds or Trusts, the Union shall have the power to cancel this Agreement. The power of cancellation notwithstanding, the Employer may cause this Agreement to be automatically reinstated by becoming current with such Funds or Trusts within a reasonable time; and in addition by posting either a cash bond or surety bond in relation to the number of men employed as one to three men \$5,000, four to eight men \$10,000, nine to twelve men \$20,000, thirteen to twenty-two men \$50,000. Over twenty-two men the Managing Trustees of the Pension Fund shall determine the amount of bond required. Employer shall pay all regular wages lost by his employees while this Agreement is canceled and all fees as outlined below.

SECTION 22(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 or more days; and

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 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 22(D). Thirty (30) days after execution of this Agreement by the parties hereto, all new Employers in this Union's jurisdiction shall post a cash or surety bond in the minimum amount of \$10,000 for a period of three (3) years.

SECTION 22(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. with all records pertaining to the names, classifications and Social Security numbers of the employees, their hours of work and such other information as may be required for proper and efficient administration.

SECTION 22(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 22(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 on 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 Metalworking Industry Fund.
5. Next, liquidated damages and interest owed to the Local Funds will be paid on a proportionate basis.

**SECTION 23.** 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 24.** 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 25.** 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, preapprentice and residential/light commercial specialist sheet metal workers covered by this Agreement shall provide for themselves all necessary hand tools.

**SECTION 2.** Journeymen, apprentice, preapprentice 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 3 foot or 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, shall also be entitled to appeal a deadlocked or unanimous Local Joint Adjustment Board decision, and request a Panel hearing.

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

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

**SECTION 7.** Failure to exercise the right of appeal at any step thereof within the time limit provided therefor 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.

\*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 six (6) members, three (3) of whom shall be selected by the Employer, and

three (3) by the Union. Said Joint Apprenticeship and Training Committee shall formulate and make operative such rules and regulations as they may deem necessary and which do not conflict with the specific terms of this Agreement, to govern eligibility, registration, education, transfer, wages, hours, working conditions of duly qualified apprentices and the operation of an adequate apprentice system to meet the needs and requirements of the trade. Said rules and regulations when formulated and adopted by the parties hereto shall be recognized as part of this Agreement.

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

**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 preapprentices/apprentices on the basis of one (1) preapprentice/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 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 the reverse order of hire. However, the Contractor may maintain an Apprentice who started later in the program if that Apprentice, in the Contractor's opinion and with approval of the Apprentice Committee, has demonstrated exceptional skills and/or work habits. 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 and preapprentices into the Local #36 Apprentice Program. This Committee will have the support of 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 1000 hours, the apprentice may work alone at the discretion of the employer, but cannot supervise work.

**SECTION 6.** A graduated wage scale for existing apprentices and those entering the program prior to August 1, 2006 is shown in the attached charts.

**SECTION 7.** SMACNA Contractors and Local #36 agree that the target percentages to take effect 8/1/06 for Apprentices and Pre-Apprentices will be:

Pre-1000 hours	47%	4000-5000 hours	70%
0-1000 hours	50%	5000-6000 hours	70%
1000-2000 hours	55%	6000-7000 hours	80%
2000-3000 hours	60%	7000-8000 hours	80%
3000-4000 hours	65%	8000-9000 hours	90%

The Joint Negotiating and Apprentice Committees will meet during January 2006 to determine if these percentages are appropriate to be implemented.

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 8.** The Concentrated Apprentice Training Program requires sheet metal apprentices to attend school four 5-day sessions per year. Two of these 5-day sessions would be between January and May 31st (or June 30<sup>th</sup> depending on the number of students). The other two 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.

Fifth year apprentices would attend school one 5-day session only. This session would be scheduled in December. Adding this session in the fifth year and operating the school on an 8 hour day increases the training hours to 680 hours. The pay scale for the additional half hour would be at the regular hourly rate.

Each apprentice has a four-month period between April 1st and October 1st in which they would not attend school allowing the apprentice to be employed on the job during summer months and attend school during the spring, fall and winter.

Improved learning conditions are provided to the apprentice by attending school five (5) consecutive days rather than having two-week breaks between school days.

School year for the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, and 4<sup>th</sup> year students will be 20 days.

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

**SECTION 9.** 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.

## ARTICLE XII

**SECTION 1.** It is hereby agreed that the Employer may apply to the Joint Apprenticeship and Training Committee and the Joint Apprenticeship and Training Committee shall grant preapprentices on the basis of 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 preapprentice. Thereafter, the same conditions and ratios shall apply.

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

that due to the need for applicants to give notice, etc. it may be more than 48 hours before the applicant actually reports for work.)

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

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

SECTION 2 (A). Preapprentices will be assigned from the Apprenticeship List established by the Joint Apprenticeship Committee.

SECTION 2 (B). Following 1,000 hours, the preapprentice will be indentured into the Apprenticeship Program and, if the Contractor desires, will remain with the Contractor for whom he served his preapprenticeship regardless of that Contractor's apprentice/ journeyman ratio as long as he still employs a minimum of three (3) journeymen.

SECTION 2(C). All entrants in the Apprenticeship Program will have first served as a preapprentice.

SECTION 2(D). Beginning September 1, 2002, 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 (\$0.12) per hour, whichever is greater, for each hour worked on or after the effective date of this agreement. The parties shall make all necessary arrangements so that any preapprentice being reclassified shall experience no break in benefits coverage.

### ARTICLE XIII

SECTION 1. 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.

### ARTICLE XIV

SECTION 1. This Agreement and Addenda shall become effective on the 1st day of September 2001, and remain in full force and effect until the 31st day of July 2006, 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.

**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**

**SEE SEPARATE SHEETS FOR WAGE TABLES**

**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 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 September 1, 2001 through July 31, 2006.

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.

**SEE SEPARATE SHEETS FOR WAGE TABLES**

**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 is hired, the Employer will refer the employee to the offices of the Union, which will issue any work authorization needed for a 30-day trial period. The employee may be terminated at any time during that 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. Employers in the Service/Replacement markets will require their Employees to wear appropriate viable identification.

3.3 Summer Help — Refer to Article IV, Section 1(B), Group IV Language indicated on Page 9 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 or the effective date of this Addendum, whichever is later.

**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 8:00 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. However a flexible starting time as early as 6:00 A.M. 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. Employees who are instructed to begin work later than 8:00 A.M. due to a lack of available work will also receive the one-dollar (\$1.00) premium per hour (for all hours worked) if they are scheduled to work past the regular quitting time of 4:30 P.M.

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 will receive one (1) hour's pay per day for being on "stand-by" or "on-call" regardless of the number of hours worked. If a call is not handled in a timely manner, "stand-by" pay is forfeited.

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 Master Service Journeymen and Service Journeymen will be 8% of the hourly wage at the beginning of this contract. The vacation percentage for the Master Service Journeymen and Service Journeymen will increase by 1/4% each increase date in years 2 through 5 of the contract raising the current percentage of 8% to a final percentage of 10% by the end of this contract.



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%
4000-7500 Hours	8%

Also, the vacation percentage for service apprentices, who have worked between 5,000 and 6,000 hours, will be increased to 9% by the end of this contract. Service apprentices, who have worked between 6,000 and 7,500 hours, will have their vacation percentage increased to 10% by the end of this contract. The vacation percentage will increase by ¼% each increase date in years 2 through 5 of the contract raising the current percentage of 8% to 9% and 10%, respectively.

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

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.

#### SECTION 7.

7.1 Standard Job Classifications are as follows:

**MASTER SERVICE JOURNEYMAN** must have passed Independent Service Test and Sheet Metal Test approved by the Union with input from the Contractors' Negotiating Committee. Service Test administered by an independent testing agency and Sheet Metal Test administered by the Union. Contractor may receive copy of test results from an independent testing agency.

**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 15-16 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:

<u>Number of Journeymen</u>	<u>Residential/Light Specialists</u>
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 50 journeymen, the Contractor will be entitled to one 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 September 1, 2001, the service journeyman wage rate and fringe benefit package shall be \$28.39. Future increases in the service journeyman wage rate and fringe benefit package shall be as follows: effective March 1, 2002, \$29.29; effective September 1, 2002, \$30.24; effective March 1, 2003, \$31.14; effective September 1, 2003, \$32.19; effective March 1, 2004, \$33.19; effective September 1, 2004, \$34.14; effective March 1, 2005, \$35.14; effective September 1, 2005, \$36.09; and effective March 1, 2006, \$37.09. The Union will have the right to allocate wage increases into any existing funds, including the 401(k). The contract expires on July 31, 2006.

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

Union agrees to put a minimum of \$0.05 a year into 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

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.

10.1 Grievance Procedure - Refer to Article X, Sections 1 thru 10 language indicated on pages 30 thru 34 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. Apprentices must attend classes and progress as scheduled in the wage rates, or be terminated, absent special circumstances agreed to by the Union and the Employer; it is not intended for an employee to remain as an apprentice beyond four (4) years. Even though an employee starts at a higher level than the lowest apprentice wage rate, normally such employee must complete four (4) years of apprentice class work.

11.2 The ratio of apprentices to journeymen regularly employed by the Employer, shall be on a one (1) to one (1) basis.

11.3 Applicants for the apprenticeship program should have completed a basic heating and air conditioning course or have equivalent experience. The normal apprentice program will be 7,500 hours of on-the-job training and appropriate number of hours of classroom instruction. Apprentices can work alone on jobsite but will be under supervision of a journeyman or foreman.

11.4 Service Apprentice Rates to be based on a percentage of the Service Journeyman rates (See Wage Chart).

11.5 Apprentices and pre-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.

11.6 The Employer will see that each apprentice/pre-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/pre-apprentice is receiving.

11.7 For prospects entering the Apprentice Program, one of two situations will occur:

- a. If the recruit has no experience or HVAC schooling, he will enter the program as a beginning Service Pre-Apprentice and will be required to go through the entire 7,500 hour Apprentice Program.

- b. An individual, who has completed a two (2) year school program such as Ranken or Vatterott, will be given credit for the time he spent in the schooling (e.g. - 3,000 hours). He will enter our program at that appropriate rate. The apprentice will be required to attend a portion of our school program (amount to be determined) and complete a total number of hours so that his total schooling and job hours equals or exceeds 7,500 hours.

11.8 The Concentrated Apprentice Training Program requires service apprentices to attend school four 5-day sessions per year. Two of these 5-day sessions would be between January and March 31<sup>st</sup> depending on the number of students. The other two 5-day sessions would be between August and December 31<sup>st</sup>. These dates are subject to change by the Apprentice Committee in order to meet the requirements of the International Training Institute Fund.

Improved learning conditions are provided to the apprentice by attending school five (5) consecutive days rather than attending evening and Saturday classes as has been done in the past.

School year for the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> year students will be 20 days. School year for the 4<sup>th</sup> year student will be 10 days.

Pre-apprentice and new apprentices will be required to attend a 30-hour OSHA Training Class during the regular work week before they start their regular Apprenticeship Training.

#### SECTION 12.

12.1 A pre-apprentice will be referred to a shop on the following ratio; 1 journeyman, 1 third (3rd) year apprentice, 1 pre-apprentice.

12.2 The pre-apprentice shall enter the apprentice program within one (1) year, or upon completion of the program by the third-year apprentice described in the ratio for pre-apprentice.

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

#### SECTION 13.

13.1 Other provisions of the Addendum - Refer to Article XIV, Sections 1 thru 5 language indicated on Pages 38 and 39 of the Standard Form of Union Agreement and Addendum.

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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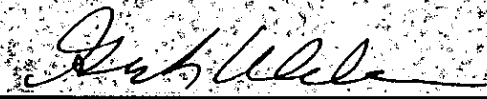
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In witness whereof the parties hereto affix their signatures and seal this 1st day of June, 20 02.

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

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 Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

Phone: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

For Local 36:

Signature: \_\_\_\_\_

Title: \_\_\_\_\_