

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



AGREEMENT

BETWEEN

SHEET METAL CONTRACTORS ASSOCIATION

OF WEST VIRGINIA

and

**INTERNATIONAL ASSOCIATION
OF SHEET METAL, AIR, RAIL AND
TRANSPORTATION WORKERS
LOCAL UNION NO. 33
PARKERSBURG DISTRICT**

EFFECTIVE

JUNE 1, 2019 through MAY 31, 2022



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

Agreement entered into this 1st day of June, 2019, by and between Sheet Metal and Roofing Contractors Association of West Virginia, hereinafter referred to as the Employer, and Local Union No. 33 - Parkersburg District of the International Association of Sheet Metal, Air, Rail and Transportation Workers, hereinafter referred to as the Union for counties of Barbour, Braxton, Calhoun, Doddridge, Gilmer, Harrison, Jackson, Lewis, Marion, Monongalia, Pendleton, Pleasants, Pocahontas, Preston, Randolph, Ritchie, Roane, Taylor, Tucker, Tyler, Upshur, Wetzell, Wirt and Wood Counties of West Virginia and Washington County, Ohio.

**ARTICLE I
SCOPE OF AGREEMENT**

SECTION 1: This Agreement covers the rates of pay and conditions of employment of all employees of the Employer engaged in, but not limited to, the (a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or nonferrous metal work and all other materials used in lieu thereof and all HVAC systems, exhaust systems, air-veyor systems and air handling systems regardless of material used, including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing, balancing and servicing of all HVAC air-handling equipment and duct work; (d) the preparation of all shop and field sketches, whether manually drawn or computer assisted used in fabrication and erection, including those taken from

original architectural and engineering drawings or sketches; and (e) all architectural work including, but not limited to: composite, ACM, insulated, double-wall & single-wall sheet metal panels, sheet metal roofs, cornice work, coping, flashing, gutters, downspouts and decorative metals; vendor supplied material is exempt (f) all other work included in the jurisdictional claims of the International Association of Sheet Metal, Air, Rail and Transportation Workers.

ARTICLE II SUBCONTRACTING

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

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

ARTICLE III EMPLOYMENT & ASSIGNMENT OF WORK

SECTION 1: The Employer agrees that none but journeymen, apprentices, and classified sheet metal workers shall be employed on any work described in Article I and further, for the purpose of proving jurisdiction, agrees to

provide the Union with written evidence of assignment on the Employer's letterhead for certain specified items of work to be performed at a 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 SMART, shall be provided to the Employer.

ARTICLE IV REFERRALS FOR EMPLOYMENT

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

ARTICLE V UNION SECURITY

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

SECTION 2: If during the term of this Agreement the Labor-Management Relations Act of 1947, shall be amended by

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

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

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

ARTICLE VI WORK DAY, WORK WEEK, & HOLIDAYS

SECTION 1: The regular working day shall consist of eight (8) hours labor in the shop or on the job, between (See Addendum A, page 28). The regular working week shall consist of five (5) consecutive eight (8) hour day's labor in the shop or on the job, beginning with Monday and ending with Friday of each week. "A work week may consist of four (4) ten hour days between Monday and Friday, which may be

required on any particular project or which may be arranged by mutual agreement between Employer/employee". All full time or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. Except as otherwise provided pursuant to Section 4 of this Article, all work performed outside the regular working hours and performed during the regular work week shall be (See Addendum A, page 28) times the regular rate. Where conditions warrant, the regular work day may consist of ten (10) hours labor on the job and the regular work week of four (4) ten (10) hour days between Monday and Friday when mutually agreed between the Local Union and Employer (See Addendum A, page 28). Employees shall be at the shop or project site at scheduled starting time each day and shall remain until quitting time.

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

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

SECTION 4: Shift work and the pay and conditions therefore shall be only as provided in an addendum attached to this Agreement. Energy conservation – Retrofit work performed

outside the regular work day in occupied buildings shall be performed under shift work conditions to be established by the local parties or by the National Joint Adjustment Board on the request of either party, if not locally provided.

ARTICLE VII TRAVEL

SECTION 1: When employed in a shop or on a job within the limits of (See Addendum C, page 31) employees shall be governed by the regular working hours specified herein and shall provide for themselves necessary transportation within the said limits from home to shop or job at starting time and from shop or job to home at quitting time, and the Employer shall provide, or pay, for all necessary additional transportation during working hours.

SECTION 2: When employed outside of the limits specified in Section 1 of this Article, and within the jurisdiction of the Union, employees shall provide transportation for themselves which will assure their arrival at the limits specified in Section 1 of this Article at regular starting time, and the Employer shall provide or pay for all additional transportation for such jobs, including transportation from such jobs back to the limits specified in Section 1 of this Article which will assure arrival at such limits at quitting time. As an alternative to the foregoing method, travel expenses may be paid by a zone or other method of payment. If this alternative method is used, it will be as provided in written Addendum attached hereto. (See Addendum C, page 31). If an Employer sends an employee to perform work outside of the territorial jurisdiction of the United States of America or Canada, travel pay and/or subsistence arrangements shall be negotiated locally.

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

SECTION 1: The minimum rate of wages for journeymen sheet metal workers covered by this Agreement, when employed in a shop or on a job within the Parkersburg District of Local Union No. 33 to perform any work specified in Article I of this Agreement, shall be \$ _____ (Sec Addendum G, page 37) per hour, except as hereinafter specified in Section 2 of this Article.

SECTION 2: On all work specified in Article I of this Agreement, fabricated and/or assembled by journeymen sheet metal workers and apprentices within the Parkersburg District of Local Union No. 33, or elsewhere, for erection and/or installation within the jurisdiction of any other collective bargaining area or local union affiliated with the International Association of Sheet Metal, Air, Rail and Transportation Workers 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 installation and light commercial work as defined in the locality.

- 6) Mixing (attenuation) boxes
- 7) Plastic skylights
- 8) Air diffusers, grilles, registers
- 9) Sound attenuators
- 10) Chutes
- 11) Double-wall panel plenums
- 12) Angle rings

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

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

SECTION 6: When the Employer has any work specified in Article I of this Agreement to be performed outside of the area covered by this Agreement and within the area covered by another Agreement with another local union affiliated with the International Association of Sheet Metal, Air, Rail and Transportation Workers, 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.

Journeyman 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 International Association of Sheet Metal, Air, Rail and Transportation Workers covering the area, then the minimum conditions of the home local union shall apply.

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

SECTION 8: Fringe benefit contributions shall not be duplicated.

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

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

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

SECTION 9: Wages at the established rates specified herein shall be paid weekly in the shop or on the job at or before quitting time. No more than five (5) days' pay will be withheld. Alternative payroll procedures, i.e., electronic and/or automatic deposit may be implemented locally. However, employees when discharged shall be paid in full.

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

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

SECTION 12: (a) Contributions provided for in Section 12(b) of this Article will be used to promote programs of industry education, training, negotiations and administration of collective bargaining agreements, research and promotion, such programs serving to expand the market for the services of the Sheet Metal Industry, improving the technical and business skills of Employers, stabilize and improve Employer-Union relations, and promote support

and improve the employment opportunities for employees. No part of any such payments however, shall be used for any other purpose except as expressly specified above.

(b) The Employer shall pay the Sheet Metal and Air Conditioning Contractors' National Industry Fund of the United States (IFUS), twelve cents (\$.12) per hour worked, on and after the effective date of this Agreement by each employee of the Employer covered by this Agreement. Payments shall be made on or before the 20th day of the succeeding month and shall be remitted to IFUS, 4201 Lafayette Center Drive, Chantilly, VA 20151-1209, or for the purpose of transmittal, through Sheet Metal and Roofing Contractors Association of West Virginia, P O Box 1402, Parkersburg, West Virginia 26101.

(c) The IFUS shall submit to the International Association of Sheet Metal, Air, Rail and Transportation Workers 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 International Association of Sheet Metal, Air, Rail and Transportation Workers upon written request.

(d) Grievances concerning use of IFUS funds for purposes prohibited under Section 12(d) or for violations of other subsections of this Section may be processed by the International Association of Sheet Metal, Air, Rail and Transportation Workers 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-Chairman of the National Joint Adjustment Board. The Arbitrator shall be authorized to impose any remedial order he deems appropriate for violation of this Section, including termination of the Employer's obligation to contribute to the IFUS. The authority of the Arbitrator is expressly limited to a determination of a deadlocked issue under this Section, (Section 12, Article VIII), and no other.

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

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

(c) The local industry fund shall furnish to the Business Manager of the Union, not less often than semi-annually, written reports describing in reasonable detail the nature of

activities in which it is engaged or which it supports directly or indirectly with any of its funds. One time per year, the Local Industry Fund shall include in such written report, a statement attested to by a certified public accountant and containing its balance sheet and detailed statement of receipts and disbursements. Further specific detailed information in regard to Fund activities or its receipts and/or disbursements shall be furnished to the Business Manager of the Union upon his written request.

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

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

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

SECTION 15: Effective as of the date of this Agreement, the Employers will contribute to the International Training Institute for the Sheet Metal and Air Conditioning Industry (ITI), twelve cents (\$0.12) per hour for each hour worked by each employee of the Employer covered by this Agreement. Payments shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the ITI, or for purposes of collection and transmittal through _____.

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

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

The parties agree to be bound by the separate Agreement and Declarations of Trusts establishing the International Training Institute for the Sheet Metal and Air Conditioning Industry, the National Energy Management Institute Committee, the Sheet Metal Occupational Health Institute

Trust, and the Industry Fund of the United States and the separate Agreements and Declarations of Trusts of all other local or national programs to which it has been agreed that contributions will be made. In addition, the parties agree to be bound by any amendments to said trust Agreements as may be made from time to time and hereby designate as their representatives on the Board of Trustees such Trustees as are named together with any successors who may be appointed pursuant to said Agreement.

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

SECTION 16: In the event that the Employer becomes delinquent in making contributions to any national or local fund, the Union may withdraw all employees from the service of the Employer within five (5) days' notice of such delinquency by the Trustees. The withdrawal of such employees from the service of the Employer shall not constitute a violation of any provision of this Agreement. (See Addendum H, page 38).

SECTION 17(a): The Employer shall comply with any bonding provisions governing local funds that may be negotiated by the local parties and set forth as a written Addendum to this Agreement. The Employer shall likewise comply with bonding requirements established by the Trustees of the National Funds. (See Addendum H, page 38)

(b) When an Employer is performing any work specified in Article I of this Agreement outside of the area covered by this Agreement, and within the area covered by another Agreement with a local union affiliated with the International Association of Sheet Metal, Air, Rail and Transportation

Workers, the Employer shall comply with uniformly applied bonding requirements of that local area that are reasonable and necessary to ensure the timely payment of any contribution that may be required to local and national funds, but in no event shall such bonds be in excess of three (3) months estimated contributions to local and national funds.

(c) An Employer that has been delinquent in making contributions to any national or local fund shall, upon written notification of the Trustees or local union, make the specified payment to such fund at weekly intervals. Such obligation shall continue until the Employer has not been delinquent in making contributions for a period of twelve (12) consecutive months. (See Addendum H, page 38).

ARTICLE IX TOOLS

SECTION 1: All journeymen, apprentices, and classified workers covered by this Agreement shall provide for themselves all necessary hand tools. The Union and the Employer shall establish a standardized tool list, which shall be set forth as a written addendum attached hereto (See Addendum I, page 57).

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

**ARTICLE X
GRIEVANCE AND ARBITRATION PROCEDURE**

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

SECTION 1: Grievances of the Employer or the Union, arising out of interpretation or enforcement of this Agreement, shall be settled between the Employer directly involved and the duly authorized representative of the Union, if possible. Both parties may participate in conferences through representatives of their choice. The local Employers' Association or the Local Union, on its own initiative, may submit grievances for determination by the Board as provided in this Section. The grievance procedure set forth in this Article applies only to labor-management disputes.

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

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

Employers' Association and both sides shall cast an equal number of votes at each meeting. Except in the case of a deadlock, a decision of a Local Joint Adjustment Board shall be final and binding.

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

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

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

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

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

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

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

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

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

All correspondence to the National Joint Adjustment Board shall be sent to the following address:

National Joint Adjustment Board
P O Box 220956 or 4201 Lafayette Center Dr.
Chantilly, VA 20153-0956 Chantilly VA 20151-1219

Section 8. Employers not contributing to the Industry Fund of the United States (IFUS) will be assessed a fee to be determined periodically by the Administrator of the National Joint Adjustment Board. Proceeds will be used to reimburse IFUS for costs of arbitration under the provisions of Article X.

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

ARTICLE XI APPRENTICES

SECTION 1: All duly qualified apprentices shall be under the supervision and control of a Joint Apprenticeship and Training Committee composed of eight (8) members, four (4) of whom shall be selected by the Employer, and four (4) by the Union. Said Joint Apprenticeship and Training Committee shall formulate and make operative such rules and regulations as they may deem necessary and which do not conflict with the specific terms of this Agreement to govern eligibility, registration, education, transfer, wages, hours, working conditions of duly qualified apprentices and the operation of an adequate apprentice system to meet the needs and requirements of the trade. Said rules and regulations when formulated and adopted by the parties hereto shall be recognized as part of this Agreement.

SECTION 2: The Joint Apprenticeship and Training Committee designated herein shall serve for the life of this Agreement, except that vacancies in said Joint Apprenticeship and Training Committee caused by resignation or otherwise, may be filled by either party hereto, and it is hereby mutually agreed by both parties hereto, that they will individually and collectively cooperate to the extent that duly qualified

apprentices be given every opportunity to secure proper technical and practical education experience in the trade, under the supervision of the Joint Apprenticeship and Training Committee.

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

SECTION 3: It is the understanding of the parties to this Agreement that the funds contributed by signatory Employers to the International Training Institute and any Local Joint Apprenticeship and Training Fund (Local JATC), will not be used to train apprentices or journeymen who will be employed by Employers in the Sheet Metal Industry not signatory to a collective bargaining agreement providing for contributions to the International Training Institute and a Local JATC. Therefore, the Trustees of the International Training Institute and Local JATC shall adopt and implement a Scholarship Loan Agreement Program which will require apprentices and journeymen employed by signatory Employers to repay the cost of training either by service following training within the Union sector of the industry or by actual repayment of the cost of training if the individual goes to work for a non-signatory Employer in the Sheet Metal Industry. The cost of training shall include the reasonable value of all International Training Institute and Local JATC materials, facilities and personnel utilized in training. If a Local JATC does not implement the Scholarship Loan Agreement, the Local JATC shall be prohibited from utilizing International Training Institute materials and programs.

SECTION 4. It is hereby agreed that the Employer shall apply to the Joint Apprenticeship and Training Committee

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

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

SECTION 5: All applicants for apprenticeship shall be at least eighteen (18) years of age and each apprentice shall serve an apprenticeship of five (5) years and such apprentices shall not be in charge of work on any job and shall work under the supervision of a journeyman until apprenticeship terms have been completed and they have qualified as journeymen. Fifth (5th) year apprentices will count in the ratio as a journeyman when applying for additional apprentices.

SECTION 6: A graduated wage scale (See Addendum T, page 85), based on the journeyman wage rate, shall be established for apprentices. The scale may vary based on local market conditions and recruiting requirements.

This Section shall not have the effect of reducing the wage progression schedule of any apprentice who was indentured prior to the effective date of this Agreement.

SECTION 7. The parties will establish on a local basis, the SMWIA Youth-to-Youth program (the program) and the procedures to enable all apprentices to participate in the program. The activities of the program that deal with organizing and other traditional union activities shall

be funded by the Local Union through a check off in compliance with the provisions of Section 302(c) of the Labor-Management Relations Act of 1947. Activities that may be funded by Employer contributions shall be so funded if, and to the extent, the parties shall agree locally to sponsor and implement the same.

SECTION 8. The parties agree that concentrated apprenticeship training is preferable to night-schooling and urge the Joint Apprenticeship and Training Committee to implement concentrated training during the term of this Agreement.

The parties recognize that previous experience in the industry can be considered when evaluating and placing sheet metal workers into the apprenticeship program and the JATC shall work cooperatively with the parties in establishing standards for placing employees into the program. The parties shall also address the need to provide continuity in health care for those workers entering the program with prior experience in the industry.

SECTION 9. The parties agree that career long skill upgrade training is necessary for an effective workforce and agree to undertake those measures available to them to encourage continuing training for sheet metal journeymen.

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

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

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

SECTION 10: Continuous Improvement Program:

(a) The parties hereto agree to establish a testing or training program which will reduce the employee hiring cost to the Employer. If the Union cannot furnish men for this type of work, the Contractor is free to use any other source of labor supply.

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

**ARTICLE XII
CLASSIFIED WORKERS**

SECTION 1: Classified workers may be employed in the following ratios (See Addendum F, page 36) in conjunction with Parkersburg District journeymen:

Classified workers may perform any work covered by Article I, of which they are capable and will work under the general direction of a journeyman. The wage rate for classified workers will be (See Addendum F, page 36).

In the event the Employer is entitled to employ a classified worker and the Union fails to comply with the Employer's written request to furnish a classified worker within forty-eight (48) hours, the Employer may directly hire such employee(s), and refer them to the Union.

**ARTICLE XIII
LABOR RELATIONS**

SECTION 1. SMACNA and SMART are committed to promoting productive and cooperative labor-management relations. In furtherance of this goal, the Local Employers' Association and Local Union agree to establish a Labor-Management Committee, which shall meet on a regular basis, but not less often than quarterly, to discuss industry issues of mutual concern. Such committees will strive to improve communications, understand and respond to industry direction and trends and resolve common issues collaboratively.

**ARTICLE XIV
NON-DISCRIMINATION**

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

**ARTICLE XV
EXPIRATION - TERMINATION OF AGREEMENT**

SECTION 1: This Agreement and any Addendums or Memorandums of Understanding attached hereto shall become effective on the 1st day of June, 2019 and remain in full force and effect through the 31st day of May, 2022 and shall continue in force from year to year thereafter, unless written notice of reopening is given not less than ninety (90) days prior to the expiration date. In the event such notice of reopening is served, this Agreement shall continue in force and effect until conference relating thereto have been terminated by either party.

SECTION 2: If, pursuant to federal or state law, any provision of this Agreement shall be found by a court of competent jurisdiction to be void or unenforceable, all of the other provisions of this Agreement shall remain in full force and effect. The parties agree to meet and negotiate a substitute provision.

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

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

SECTION 5: By execution of this Agreement the Employer authorizes the Sheet Metal and Roofing Contractors Association of West Virginia, to act as its collective bargaining representative for all matters relating to this Agreement. The parties agree that the Employer will hereafter be a member of the Multi-Employer Bargaining Unit represented by said Association unless this authorization is withdrawn by written notice to the Associations and the Union at least 150 days prior to the then current expiration date of this Agreement.

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

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

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

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

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

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

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

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

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

ADDENDUM B FOREMAN

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

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

1. Supervise and direct the work
2. Maintain an adequate stock of materials and supplies.
3. See that company rules, regulations and policies are carried out.
4. Maintain quality installations.
5. Inspect all machinery and equipment and ascertain their safety and productive condition.

6. Give and carry through effective orders
7. Maintain adequate inspections
8. Maintain good working conditions and relations for and with working force and Employer and it shall be their responsibility to assure that all company tools, equipment and materials are properly stored and secured prior to quitting time.

SECTION 2 - FOREMAN:

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

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

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

ADDENDUM C
FREE ZONE - MILEAGE - EXPENSES

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

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

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

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

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

(e) Any employee riding or driving in his personal conveyance, when leaving his contractual area or out of the jurisdiction of Local Union No. 33, shall also be compensated at the rate established by the IRS, which is presently at fifty six cents (.56) per mile for all miles driven to and from the job site using the shortest distance from where the employee leaves his home contractual jurisdiction of Local Union No. 33.

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

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

(b) When a contractor assigns men to a job site(s) and provides all necessary transportation and when employees are requested to report to shop, employees shall arrive at shop in time to reach job site at starting time. The driver will receive nine dollars and seventy-five cents (\$9.75) per hour at one and one-half (1½) times. This would equate to fourteen dollars and sixty-three cents (\$14.63) per hour from the time he arrives at the shop.

(c) If employee provides his own transportation to the site, his free zone will be computed from his residence or the shop, whichever is less. Employee will be reimbursed at the current rate established by the IRS outside free zone.

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

(e) When local contractor assigns men to a job site forty (40) miles outside the applicable free zone or in an area where back and forth travel is inappropriate due to road conditions or job conditions and the employee has to stay overnight, the

Employer will pay for lodging, plus \$40 in food allowance for each workday.

(f) All contractors, when requesting men, the free zone will be computed from the applicable referral point. When the job exists ninety (90) miles from the District office, the Employer will pay for lodging, plus \$40 in food allowance for each workday.

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

ADDENDUM D SHIFT WORK - SHOP AND FIELD

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

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

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

(c) In the event it becomes necessary to work a third shift, the parties will negotiate a schedule of such shifts. Employees

working such shift work will receive fifteen (15%) percent above the hourly rate for each hour of pay.

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

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

ADDENDUM E APPRENTICES

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

- (a) An unemployed apprentice will be hired in order of layoff dates i.e., first one laid off, first one hired in numerical order. This will cover all indentured apprentices to their assigned shops.
- (b) When an apprentice must be laid off, the least senior apprentice will be the first to be laid off.
- (c) Before an apprentice is hired, his/her former Employer will be notified and give approval before he/she is placed with another contractor. Original Employer can hire back apprentice with reasonable notice to the other contractor.

- (d) Any registered apprentice who has been laid off will be reassigned before any new apprentices or classified workers are employed. The registration agency shall be notified of all apprentice actions, such as quits, cancellations, and completions, but not transfers.
- (e) No classified worker and/or industrial worker shall displace an apprentice in the field.

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

JOB SITE APPRENTICE MANNING TABLE

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

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

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

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

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

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

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

SECTION 5: Contributions to the National Pension shall be made on all apprentices equal to the amount of the corresponding percentages of the Building Trades Rate. These graduated rates shall apply to all apprentices.

ADDENDUM F CLASSIFIED WORKERS

Thirty five (35%) percent of the taxable hourly journeyman wage rate. Classified workers shall serve a ninety (90) day

probationary period of employment during which no fringe benefits shall be paid thereafter, they shall be covered by the Local Health and Welfare Plan. Pension Contributions shall be two dollars and ninety-three (\$2.93) per hour worked effective June, 2014 and payments to SASMI shall also be required.

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

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

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

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

ADDENDUM G CONTRACT CONDITIONS AND WAGE RATES

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

Contractors Association of West Virginia.

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

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

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

SECTION 2:

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

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

(c) If the Union enters into any Agreement with any party performing work covered by terms of this Agreement and that Agreement provides for more favorable wage, hours or conditions to any other signatory Employer, the Employer, the Employers signatory hereto, after sending written notice of such intention, shall be afforded the privilege to adopt such advantages, terms and conditions, and wage sheets. (Wage Sheet Addendums pages 85, 86).

**ADDENDUM H
BONDING/BENEFIT LANGUAGE**

SECTION 1 GENERAL:

(1) The fringe benefit provisions contained in the following

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

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

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

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

* See Section 2(d) for SASMI computation

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

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

(4) All Participating Employers who are party to and bound by this Agreement hereby accept the designations of the Employer Trustees of all said employee benefit plans and any successor Trustees appointed by the Association, in accordance with the provisions of the Trust Agreement.

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

(a) TRI-COUNTY HEALTH & WELFARE FUND: The Employer agrees in addition to wages contained in this Agreement to contribute the applicable amount (see wage sheet) for each hour worked by all employees covered by this Agreement.