



AGREEMENT

by and between

**WHEELING AREA SHEET METAL &
ROOFING CONTRACTORS' ASSOCIATION
DIVISION OF THE OHIO VALLEY
CONSTRUCTION EMPLOYERS COUNCIL, INC.**

and

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

July 1, 2015 to June 30, 2019

**SHEET METAL WORKERS' LOCAL UNION NO. 33
WHEELING DISTRICT AGREEMENT**

Preamble

This Agreement entered into this 1st day of July, 2015 by and between the WHEELING AREA SHEET METAL & ROOFING CONTRACTORS' ASSOCIATION, Division of the OHIO VALLEY CONSTRUCTION EMPLOYERS COUNCIL, Inc., hereinafter referred to as the "Employer" and LOCAL UNION NO. 33 - WHEELING DISTRICT of THE INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL AND TRANSPORTATION WORKERS, hereinafter referred to as the "Union" having jurisdiction over Brooke, Hancock, Marshall and Ohio Counties in West Virginia; Belmont, Jefferson, Harrison and Monroe Counties in Ohio.

**ARTICLE I
SCOPE OF WORK**

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 non-ferrous metal work and all other materials used in lieu thereof and of all air-veyor systems and air-handling systems regardless of materials used including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing, servicing and balancing 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; (e) metal roofing; and (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 job site to any contractor, sub-contractor or other person or party who fails to agree in writing to comply with the conditions of employment contained herein including, without limitations, those relating to union security, rates of pay and working conditions, hiring and other matters covered hereby for the duration of the project.

SECTION 2. Subject to other applicable provisions of this Agreement, the Employer agrees that when subcontracting for prefabrication of materials covered herein, such prefabrication shall be subcontracted to fabricators who pay their employees engaged in such fabrication not

Virginia; Belmont, Jefferson, Harrison and Monroe Counties in Ohio, shall have preference for maintenance of their jobs and be the last to be laid off.

ADDENDUM G
Bonding & Benefit Language

SECTION 1. General:

(1) If at any time during the term of this Agreement an Employer should pay an employee covered by this Agreement by a check which, for one reason or another, fails to clear through the bank, said Employer is required to pay cash in the future.

(2) 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.

(3) 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

(a) Tri County Health and Welfare	- hours worked
(b) National Pension Fund	- hours worked
(c) International Training Institute	- hours worked
(d) SASMI	- 3% of gross
(e) NEMI	- hours worked
(f) Annuity	- hours worked
(g) Local Apprentice Fund/Jymn Upgrade	- hours worked
(h) SMW Wheeling District LMCC, Inc.	- hours worked
(i) Orientation Fund	- hours worked
(j) C.A.P.	- hours worked
(k) Project Best	- hours worked
(l) S.M.O.H.I.T.	- hours worked
(m) Sheet Metal Scholarship Fund	- hours worked
(n) Local Pension Fund	- hours worked
(o) Administrative Dues	- hours worked

acknowledge, accept and agree to be bound by the Plan and Plan documents of each of said employee benefit plans. The participating Employers 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.

(4) 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.

(5) 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.

SECTION 2. Contribution:

(1) The Participating Employers shall contribute to each and every employee benefit plans (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 AND WELFARE:** Seven dollars and nineteen cents (\$7.19) per hour for each hour an employee works. This includes other hours for which payment is required by the collective bargaining agreement. (Subject to change).

(b) **NATIONAL PENSION FUND:** Five dollars and nineteen cents (\$5.19) per hour for each hour an employee works. This includes vacation time, overtime hours, sickness absences and other hours for which payment is required by the collective bargaining agreement. (Subject to change).

This Addendum G, Section (b) relates to the Employer's obligation to contribute to the Sheet Metal Workers' National Pension Fund ("NPF" or "Fund"). The parties adopt the First Alternative Schedule in this Collective Bargaining Agreement ("Agreement"). The parties acknowledge receipt of the First Alternative Schedule, the Rehabilitation Plan and NPF Trust Document. This Agreement incorporates by reference the First Alternative Schedule, the Rehabilitation Plan, the Fund's Trust Document and Plan Document. The Employer agrees to contribute consistent with the timing and amount of the Contribution Rate increases established in this Agreement and as required under the First Alternative Schedule as amended from time-to-time. The Employer will increase its NPF Contribution Rate on or before the date, and in the amounts, required in the First Alternative Schedule.

1. For the duration of this Agreement and any renewals or extensions thereof, the Employer shall make monthly NPF contributions at the hourly Contribution Rate provided for under this Agreement and as required by the FIP, including the FIP Option selected hereunder. The Employer shall contribute for each Hour of Work, worked by each employee for whom contributions are due under this Agreement.
2. An Employer shall start contributing on an employee starting with the employee's first hour of employment with the Employer, with the exception of acceptable probationary periods provided under the various fringe Trust Documents.
3. The Employer shall contribute at such time and in such manner as the Fund requires. Contributions for each Covered Employee shall be due the Fund on or before the twentieth (20th) day of each month, based on the Covered Employee's Hours of Work in the preceding month. Contributions and remittance data shall be transmitted electronically via the National Benefit Funds' secure online Internet Payment System ("IPS"), accessible at www.smwnbf.org (contact the IPS Support Team via email at ips@smwnbf.org or by calling 1-800-231-4622). Failure to pay and timely file reports shall constitute a delinquency in violation of the Employer's obligation under this Agreement, the FIP, the Trust Document and the Employee Retirement Income Act of 1974, as amended ("ERISA"). A delinquent Employer is liable for payment of additional charges for interest, liquidated damages, attorney's fees and collection costs in accordance with the Trust Document. Notwithstanding any other provision of this Agreement to the contrary, the Fund's Trustees may take whatever steps they deem necessary or appropriate to collect delinquencies or enforce their terms of the FIP, the Plan Document, or Trust Document, including but not limited to legal action, recommendation for the withdrawal of labor, and termination of the Employer's status as a Contributing Employer to the Fund.
4. If at any time the Fund deems it necessary or appropriate, it may examine the Employer's financial, payroll, wage, job or project records to determine the accuracy of contributions due to the Fund and the Employer's ability to meet its contributions, the employer agrees to pay auditors' fees, interest, liquidated damages, and any legal fees and costs incurred in collection, in accordance with the Trust Document. Failure to submit to an examination(s), or provide complete access to the requested records, will subject the Employer to all costs incurred to compel the Employer to comply in addition to all other amounts due under the Trust Document.
5. Should the Fund notify the Local Union that the Employer is delinquent in any payments due the Fund, the Local Union shall withdraw labor upon 24 hours notice to the Employer.

6. Notwithstanding the payment of Employer contributions, eligibility for NPF benefits is determined under the provisions of the NPF Plan Document.

(c) INTERNATIONAL TRAINING INSTITUTE: Twelve cents (\$0.12) cents for hours 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 Fund, or for purposes of collection and transmittal through

(Name of local transmittal office).

(d) S.A.S.M.I.: Three (3%) percent of the gross earnings of its Building and Construction Journeymen, Apprentice, Industrial Residential and Specialty Employees to the Stabilization Agreement of Sheet Metal Industry Trust Funds, hereinafter referred to as SASMI, established and administered jointly by the International Association of Sheet Metal, Air, Rail and Transportation Workers and the Sheet Metal Contractors with an equal number of Union and Employer Trustees to provide benefits pursuant to a qualified plan (copy of which is attached hereto) during periods of unemployment. The Employer agrees to forward these Funds to the Sheet Metal Workers' National Benefits Funds.

(e) NEMI: Three cents (\$0.03) 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 Fund, or for the purposes of collection and transmittal through

(Name of local transmittal office).

(f) SHEET METAL WORKERS LOCAL 33 PROFIT SHARING ANNUITY PLAN ("Annuity Fund"). The Employer agrees to pay three dollars and thirty cents (\$3.30) per hour worked, which sum or sums shall be paid each month into the Annuity Fund by the Employer not later than the 20th day of the following month. The Fund is to be jointly administered by the Trustees of the Annuity Fund as provided for in the Trust Agreement covering the subject matter. All Employer contributions into the Annuity Fund will be made on an hourly basis based upon hours worked. The contribution rate for apprentices shall be as provided for in Article XI and Addendum I of the Collective Bargaining Agreement, regardless of seniority.

(g) LOCAL APPRENTICE FUND/JOURNEYMAN UPGRADE FUND: Forty-two cents (\$0.42) per hour for each hour an employee works thirty-five cents

(\$.35) for Local Apprentice Fund and seven cents (\$.07) Journeyman Upgrade Fund.

(h) SHEET METAL WORKERS WHEELING DISTRICT LMCC, INC: Nine cents (\$.09) per hour for each hour an employee works.

SECTION 1: Wheeling District apprentices may receive a per diem, set by the SMWLMCC, plus a Health and Welfare contribution based on forty (40) hours at the current hourly rate for the week that the apprentice is attending their regular scheduled apprenticeship classes.

SECTION 2: Each 2nd year Wheeling District apprentices will be reimbursed up to \$100 for required tool expenses upon proof (see Addendum H, Tool List).

(i) ORIENTATION FUND: Two cents (\$.02) per hour for each hour an employee works.

(j) CONSTRUCTION ADVANCEMENT PROGRAM: There has been established a Trust known as "The Construction Advancement Program of the Ohio Valley Construction Employers Council, Inc." referred to herein as the "Fund." The Fund shall be administered solely and exclusively by the Trustees appointed pursuant to the provisions of the Trust instrument, and the activities of the Fund shall be financed as set forth below.

The Employers signatory to this Agreement and/or performing work in accordance with the terms hereof, shall pay to the Fund the sum of eighteen cents (\$0.18) per hour for each hour worked per employee covered by this Agreement

Said contributions to be paid to the Trustees appointed by the Ohio Valley Construction Employers Council, Inc., in the amount under the terms hereof as reported on a combined fund reporting form to be established hereunder. Contributions to the Fund shall be administered by the Construction Advancement Program of the Ohio Valley Construction Employers Council, Inc., pursuant to the provisions of the Declaration of Trust dated the 21st day of July, 1961, a copy of which is available for inspection by interested parties and which Declaration of Trust is incorporated by reference and made part of this Agreement.

The Construction Advancement Program of the Ohio Valley Construction Employers Council, Inc., is created out of recognition by Employers of construction labor of the responsibility of collectively sharing in defraying the cost of conducting, administering and servicing every phase of Labor/Management relations.

Specifically, the monies collected by the Fund shall be used as follows:

- 1) Employer expenses incurred in the promotion of stability of relations between labor and management.
- 2) Employer expenses incurred in maintaining facilities for the adjustment of grievances.
- 3) Employer expenses incurred in maintaining facilities for and assisting in the joint administration of all fringe benefit funds.
- 4) Employer expenses incurred in maintaining facilities for and assisting in the joint administration of apprenticeship, manpower training, education and other job up-grading programs.
- 5) Employer expenses incurred in maintaining facilities for and conducting of safety education and accident prevention programs.
- 6) Employer expenses incurred in promoting other Employer activities such as legitimate markets, standardization of contracts and research.
- 7) Employer expenses incurred in maintaining facilities for assuring that the users of construction service and the general public obtains the highest standards of such construction service.

The Fund shall not be used for lobbying in support of anti-labor legislation or to subsidize contractors during a period of any work stoppage or strike.

It is specifically understood that the Union will not be required nor called upon to enforce the collection of the foregoing Fund. It is further understood and agreed that the Employer will serve and hold the Union harmless from any litigation connected or any way affected with the foregoing Fund.

It is agreed by and between the parties that any Employer not desiring to contribute to the Construction Advancement Program established in this Agreement, shall, as an alternative, contribute the equal amount of monies to the Local Joint Apprenticeship Funds.

(k) CONSTRUCTION INDUSTRY LABOR/MANAGEMENT COOPERATION COMMITTEE (PROJECT BEST) :

SECTION 1. The parties agree to participate in the Construction Industry Labor/Management Cooperation Committee (Project Best), under authority of Section 6(b) of the Labor/Management Cooperation Act of 1978, 29 U.S.C. S 175 (a) and Section 302(c)(9) of the Taft-Hartley

Act, 29 U.S.C. S 186(c)(9). The permissible purposes of this Committee include the following:

Effective as of the date of this Agreement, the Employers signatory to this Agreement shall, through mutual agreement, contribute the amount of fifteen cents (\$0.15) per hour worked under this Agreement on a monthly basis to the Construction Industry Labor/Management Cooperation Committee (Project Best). Payment shall be made monthly 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 _____
(Name of Company)

- 1) To improve communication between representatives of labor and management, and engender cooperative and harmonious relations between labor and management in the construction industry;
- 2) To provide workers and Employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- 3) To provide a forum for open and honest discussion of problems confronting employees and Employers in the construction industry;
- 4) To study and explore ways of increasing productivity of both labor and management, and of eliminating potential problems which reduce the competitiveness and inhibit the economic development in the construction industry;
- 5) To enhance the involvement of workers in making decisions that affect their working lives, and to improve the quality of work life for employees in the construction industry;
- 6) To expand and improve working relationships between workers and managers;
- 7) To avoid disputes between labor and management before they arise, and to assist in promptly and fairly resolving disputes when they do arise;
- 8) To promote the use of safe, efficient, high quality construction services in development, maintenance, and rehabilitation of industrial and commercial facilities;
- 9) To seek to maintain a productive dialogue with users of construction services;
- 10) To foster the development of craft skills and high quality training in the construction industry;

11) To foster improvements in occupational safety and health and other working conditions in the construction industry;

12) To engage in other lawful activities incidental or related to the accomplishment of these purposes.

SECTION 2. The Committee shall function in accordance with, and as provided in, the governing documents of the Committee and subsequent amendments thereto.

SECTION 3. The Employers party to this Collective Bargaining Agreement shall, through mutual agreement, contribute the amount of fifteen cents (\$0.15) per hour worked under this Agreement on a monthly basis to the Construction Industry Labor/Management Cooperation Committee (Project Best). The monies of the Committee shall be at all times segregated from other Union or Employer assets, and shall not be used or controlled by the Unions or Employers party to this Agreement, but shall be administered solely by the Committee and its duly authorized representatives for the purposes permitted.

SECTION 4.

a. To implement good cost effectiveness and practices, the Employer and the Union shall take the steps necessary to foster such changes in accordance with the general goals and concepts developed by the Committee to increase competition in the industry.

b. The Committee shall have the authority to consider complaints filed under Article 9A by construction users and/or by signatory Unions or Employers and make findings on compliance with this Agreement.

(1) **S.M.O.H.I.T.:** 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 Trust, or for purposes of collection and transmittal through

(Name of local transmittal office)

(m) **SHEET METAL SCHOLARSHIP FUND:** One cent (\$0.01) per hour for each hour an employee works.

(n) **LOCAL PENSION FUND:** Four dollars and Sixty cents (\$4.60) per hour for each hour for which an employee works. (Subject to change).

This Addendum pertains to the Employer's obligation to contribute to the Sheet Metal Workers' Local Pension Fund ("LPF" or "Fund"), and is intended to implement the additional funding rules under the Employee

Retirement Income Security Act of 1974, as amended, that apply to the LPF because its actuary has certified that it is in Critical Status.

The Employer will contribute to the LPF the amounts as set forth in this Agreement per hour for each hour of Covered Employment by an Employee of the Employer. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted to the LPF office as designated by the Fund Trustees. The Parties agree to be bound by the terms of the plan and trust documents governing the LPF, including the Rehabilitation Plan or any Funding Improvement Plan, as well as schedules and amendments to the foregoing.

The Parties have adopted the LPF's 2009 Alternative Schedule and agree to contribute consistent with the Contribution Rate requirements, including required increases set forth below or in the Alternative Schedule. The 2009 Alternative Schedule is incorporated by reference into this Agreement. For each year during the term of this Agreement, the Employer's LPF Contribution Rate will be increased by the 1st day of April of each such year and in the amount required for such year in the 2009 Alternative Schedule.

(o) ADMINISTRATIVE DUES: The Employer agrees to deduct one dollar and ninety-five cents (\$1.95) per hour for each hour worked by an employee, (Subject to change).

The parties agree to be bound by separate Agreements and Declarations of Trust 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 separate agreements and declarations of trust 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 3. Reporting Forms:

(1) All participating Employers shall report to the Administrator(s) of the aforesaid employee benefit plans, or such other duly appointed depository, for all hours paid (or otherwise contributed for) by all employees participating in the employee benefit plans on forms provided by the Trustees of the Plans. It shall be the obligation of the Employers to have and use the official reporting forms. If an Employer maintains his payroll records and information on computer or other electronic equipment and desires to use and submit such forms,

Retirement Income Security Act of 1974, as amended, that apply to the LPF because its actuary has certified that it is in Critical Status.

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subject to rejection by the administrators along with the official reporting forms.

(2) All reports shall be for the full calendar month last preceding. However, an Employer may use other reporting periods subject to rejection by the Administrator.

SECTION 4. Time of Payment of Contributions:

(1) All Participating Employees shall remit all fringe benefit amounts due and owing on or before the Fringe Benefit Payment date, which is hereby established as the 20th day of each calendar month (or the first business day thereafter if the 20th day of the month is not a business day), for all hours in the prior calendar month. If the Participating Employer remits his payment by mail and the envelope is posted with a postage stamp, if the stamp is cancelled by the U.S. Postal Service on or before the 20th day of the month (or the first business day thereafter if the 20th day of the month is not a business day), it shall be deemed to have been paid timely, regardless of the date of the actual receipt. If the Participating Employer remits his payments by mail and his envelope is posted with an office postage meter, the payment must be received by the 20th day of the month (or the first business day thereafter if the 20th day of the month is not a business day) to be deemed paid timely. If the Participating Employer causes the fringe benefit payments to be delivered to the Union office, it shall be stamped as to the date and time of receipt, and if it is stamped by the Union office or postmarked on or before the 20th day of the month (or business day), it shall be deemed paid timely.

(2) An Employer who is delinquent in the timely remittance of fringe benefit payments more than once per calendar year or more than thirty (30) days late at the time shall make future payments and deductions on a weekly basis within seven (7) days following the close of the work week for a period of one (1) year.

(3) If a Participating Employer has not remitted the total fringe benefit and payroll deductions due and owing to any Plan or Fund collected by the International Association of Sheet Metal, Air, Rail and Transportation Workers, Local No. 33 - Wheeling District and filed the official reporting forms by the Fringe Benefit Payment date as aforesaid, the said Employer shall be liable to the Trustees of each employee benefit plan as to which the said Employer is in default for liquidated damages in such amount as shall be established by the Trustees of each Plan by a promulgation of Rules and Regulations, in accordance with the Trust Agreements. The Trustees shall notify all Participating Employers of all promulgation's of Rules and Regulations establishing and revising the liquidated damage of charges and any terms, conditions and provisions thereof in advance of the enforcement thereof; but by acceptance and participation in this promulgation's on and after their effective dates.

(4) If a Participating Employer is in violation of the provisions hereof, in addition to the provisions thereof, the Participating Employer shall be liable to the Trustees of each said employee benefit plan as to which said Employer is delinquent or in default, for reasonable attorneys' fee in any court of law, arbitration proceedings and/or federal or state administrative agency and cost actually expended by the Trustees to enforce the said Employers' compliance with the provisions of this Agreement. Unless such Trustees, Unions or Associations have acted to the contrary, the liquidated damages shall be considered ten percent (10%) of all monies owed which must be collected by Local No. 33 - Wheeling District and/or National/Local Pension Plan or any successor depository collection agent. All such liquidated damages and delinquent contributions which remain unpaid shall also accrue interest at an interest rate of twelve percent (12%) per annum until such time as they are paid.

(5) The contributions for the above plans shall be paid to Sheet Metal Workers' Local 33 Funds, P.O. Box 636945, Cincinnati, OH 45263-6945.

SECTION 5. Employers Delinquency Control:

(1) The Trustees of the several employee benefit plans may establish Payroll Audit Programs, which shall be binding upon the parties. The Trustees shall also have the right to determine who shall bear the cost of the audit, provided however that if the audit fails to disclose any current or past deficiencies, the Fund shall pay the cost of the audit. The Trustees shall notify the Participating Employer, in writing, of their desire to audit, and allow sufficient notice for the Participating Employer to make available in his premises those payroll records and other records, reports and data reasonably necessary to conduct the audit in accordance with generally accepted auditing standards. The Trustees and their agents and employees shall conduct the audits at such time and place and manner as to minimize the inconvenience to the Participating Employer; and they shall preserve the confidentiality of all information obtained.

(2) All Employers shall furnish evidence of bonding by an insurance company in the amount of eight thousand dollars (\$8,000.00) at the office of the International Association of Sheet Metal, Air, Rail and Transportation Workers Local No. 33 - Wheeling District to assure prompt payment by the Employees to said fringe funds: Health and Welfare, Pension and other funds as required by this Agreement. Such bond shall be issued exclusively for the purpose of securing payment of said fringe benefits. Those Employers employing three to five men shall be required to furnish a ten thousand dollar (\$10,000.00) bond. Those Employers employing six to ten men shall be required to furnish a twelve thousand dollar (\$12,000.00) bond. Those Employers employing eleven to fourteen men shall be required to furnish a fourteen thousand dollar (\$14,000.00) bond. Those Employers employing fifteen men shall be required to furnish a sixteen thousand dollar (\$16,000.00) bond, and shall also be required to furnish an additional

eight thousand dollar (\$8,000.00) bond for each additional five men who have employed members of the Union during the preceding twenty-four (24) month period. Employers, who have made all of the payments as aforementioned without default, are hereby exempt from furnishing a bond, until such time as they become in default. Upon becoming in default, an Employer will be required to furnish a bond which will be released at the expiration of the first twenty-four (24) month period during which there has been no default. Any Employer who has provided written notification to Local No. 33 - Wheeling District that he has ceased employment within the jurisdiction of this Agreement shall be entitled to a release of the bond ninety (90) days after the payment of the aforementioned payments.

(3) In the event of a violation of this Section by an Employer, the Union shall withdraw its men from said Employer until such time as said Employer complies with the requirements of this Section. The Union shall also have the right to picket over this violation.

(4) **Right to Work Stoppage and Payment of Waiting Time.** Upon five (5) days' notice in writing by certified mail to the Employer given by the Union that he is delinquent in any contributions and/or deductions under this Agreement and, citing all penalties, that his men will be withdrawn in order to enforce the payment of contributions and/or deductions due under this Agreement, employees will be withdrawn from the job to effect collection of delinquent contributions and/or deductions and shall be paid a full day's wages for each day they are off the job until the Employer brings his payment current.

(5) This remedy shall be in addition to all other remedies available to the Union and the Trustees and may be exercised by the Union, anything in this collective bargaining agreement to the contrary notwithstanding. Such withdrawal of employees to collect contributions to the Trusts Funds and deductions for the Savings Program and Working Dues/Assessments shall not be considered a violation of this Agreement on the part of the Union and it shall not be a subject of arbitration. The provisions of this Section shall not be applicable to the collection of contributions to the Labor Relations Division of the Builders Exchange for the Employer.

(6) The grievances and arbitration provisions provided in this Agreement shall not limit Local No. 33 - Wheeling District's ability to take economic action against a delinquent Employer, including, but not limited to, picketing, withholding men and leafletting.

SECTION 6. Additional Provisions:

(1) In the event that any employee benefit plan provided for in this Agreement paid for by Participating Employer Contributions is reduced or eliminated because of Governmental action, the net savings, if any, to said Employer attributable to said governmental action shall be paid to the employee and/or Employer (in reverse order) as wages

computed as an increase in the hourly rate of pay. The increase, if any, shall be effective as of the first day the governmental action is effective. Net savings is hereby defined to be the difference between the cost of the participating Employer's contribution to the funds, and the total cost to the Employer of the Governmental program which caused the reduction in or elimination of the program. The Employer agrees that in the event the cost of benefits provided by the National Pension Fund shall be increased as a result of passage of Federal or State legislation mandating changes in funding and/or vesting requirements, it will increase its contributions in an amount sufficient, in the judgment of an actuary selected by the Trustees of the Pension Fund, to maintain at the current level and on a sound actuarial basis all benefits then being provided for present and prospective covered employees, said increase in contribution to commence on the first (1st) day of the month following the effective date of the aforementioned legislation. Any increase shall be deducted from the total wage package. If all or any part of any fringe benefit (except Industry Fund) is dropped, it shall revert to wages.

(2) If the federal government institutes wage controls in any form and any portion of this Collective Bargaining Agreement is deferred or cut back, the parties shall meet promptly; and, if the action of the federal government which caused the deferral or cutback make it legally permissible to do so, the parties shall attempt to reallocate the monetary equivalent of the deferred or cutback wages or benefits in a manner that complies legally with the action of the federal government.

(3) If it is not legally permissible to reallocate the deferred or cutback portion, the Employer shall commence paying the wage and/or benefit rate that was deferred or cutback when and if it becomes legally permissible to do so.

(4) It is acknowledged and agreed by the parties that upon the making of all contributions required of them by this Agreement, Participating Employer shall have no other or further obligation or responsibility to pay for, provide or otherwise fund any fringe benefits; it being the acknowledged intention of all parties that benefits from all employee benefit plans shall be limited to those which can be financed from the respective Trust Funds. The Participating Employers shall not be liable or responsible for the failure of the Trustees to secure, pay or provide the benefits contemplated in the employee benefit plans for any participant or beneficiary. The obligation of the Participating Employers shall be and is hereby expressly limited to the payment of contributions to the Trust Funds and no more, unless otherwise provided by law. If at any time any of the employee fringe benefit Trust Funds shall not be sufficient to pay out and provide all of the benefits provided for in the employee benefit plans, the Trustees shall take such action as may be necessary and desirable in

connection with the reduction of the then existing benefits in order that the cost of the benefits shall not be greater than that which can be paid from the Trust Fund. Without limiting the generality of the foregoing, it is expressly acknowledged and agreed that the Participating Employer shall have no responsibility or obligation to increase its contributions to the Trust Fund beyond that otherwise expressly provided for herein. It is expressly acknowledged, understood and agreed that the Participating Employer does not guarantee any benefits to any participant or beneficiary; the obligation and responsibility of the Participating Employer being expressly limited to its obligation to make agreed contributions into the Trust Fund.

(5) In the event that the parties hereto desire to alter the allocation of funds from the overall economic wage package negotiated by the parties and reflected in this Agreement, to increase or decrease the amount of money being contributed to any and/or all of the existing employee benefit plans or deductions they may do so upon the express conditions precedent that: (a) The Trustees of any plan affected acknowledge and agree in writing; (b) The Union shall have the right to make changes for Health and Welfare and Pension contributions and any such change amends this Agreement and becomes effective upon the date requested by the Union, provided the Employer gives a sixty (60) day notice of such change.

(6) If the International Association of Sheet Metal, Air, Rail and Transportation Workers, National Pension, or other funds fall below predetermined safe financial level of operation, then the contribution rate shall be increased by the amount determined to be needed by the Trustees, or benefits would be reduced to protect the safe financial level. Any increase shall be deducted from the total wage package.

(7) For all employees who perform work covered by this collective bargaining agreement (unit should be specified or readily identifiable), who are participants in the National Pension Fund (the "Fund"), by virtue of work for the Employer or any other employer, contributions shall begin on the first day of employment, except as otherwise expressly provided below.

In the case of any employee who is employed by the Employer and who performs work for such Employer which is not construction work, the Employer shall not make contributions for such employee during the first ____ days (not to exceed 90). Of his employment with the Employer, whether or not such days of employment are consecutive, and such employee shall not become a covered employee in the Fund until the day after the end of such 90 days of employment.

The Employer shall report to the Fund all hours worked by every employee covered by the collective bargaining agreement (or if

specific classification, the classification should be specified) and remit contributions not later than the 20th day of the month following the month in which any covered work is performed. The Employer will provide any and all information about employees working under this agreement, whether Fund participants or not, upon request of the Fund and will otherwise agree to abide by the Fund's Agreement and Declaration of Trust, which is incorporated by reference herein. The Employer agrees to designate truthfully those employees who do not perform construction work, and the Employer further acknowledges that the Fund intends to rely on such designation for all purposes under the Fund Plan and Trust contribution

ADDENDUM H

Tools

SECTION 1. There shall be no restrictions on the full use of tools and equipment and slowdowns, standby crews and/or featherbedding practices will not be tolerated.

SECTION 2. No employee shall furnish or rent to the Employer any tools, scaffolds, trucks or equipment other than specified in Article IX. Journeymen and Apprentice and classified Sheet Metal Workers covered by this Agreement shall provide for themselves the following necessary hand tools.

Tool Box	Scratch Awl
Screw Drivers	Drift pin
Tongs	Vice Grips
Straight Snips	Level
Small Whitney Punch	Pliers
6' Folding Rule	25' Pull Tape
Crescent Wrench	Chisels
Dividers	Aviation Snips (left and right)
Combination Square	Center Punch
Tinner Hammer	Standard 3/8 drive socket set
Pop Rivet Gun	

Tool Protection: It is agreed that the Employer will provide a safe place with a lock for the storage of employee's tools and equipment on any job lasting more than one work day.

It is further agreed that the Employer will provide a heated place for the men to eat lunch and change clothes between October 1st and April 1st on any job lasting more than five (5) days.

Composite Crew: When working in a composite crew the Employer will furnish tools for the Sheet Metal Worker. When a composite crew is

**AGREEMENT
SHEET METAL WORKERS'
LOCAL UNION NO. 33
AKRON DISTRICT**

**Agreement between
EAST CENTRAL OHIO SMACNA**



and

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



Effective: June 1, 2017

Expires: May 31, 2022

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**STANDARD FORM OF
UNION AGREEMENT
(As Modified)**

Sheet Metal, Roofing, Ventilating and Air Conditioning Contracting Divisions of the Construction Industry.

This Agreement, entered into this 1st day of June, 2017 by and between the Akron, Canton, Mansfield Roofing and Sheet Metal Contractors' Association, Inc., dba East Central Ohio SMACNA whether represented by a Contractors' Association or not, hereinafter referred to as the "Employer", and Local Union No. 33 - Akron District of International Association of Sheet Metal, Air, Rail and Transportation Workers, hereinafter referred to as the "Union", having jurisdiction over Ashland, Carroll, Coshocton, Crawford, Holmes, Medina, Portage, Richland, Stark, Summit, Tuscarawas, and Wayne Counties in Ohio.

**ARTICLE I
Scope of Work**

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

Section 2: Market Preservation and Recovery: With the rise of non-union competition and infringements by other craft unions, sheet metal workers and signatory contractors in recent years have suffered significant declines in the share of the market of work within the jurisdiction of the International Association of Sheet Metal, Air, Rail and Transportation Workers. It is the intent of all parties of this Agreement to take strong measures to reverse these trends and provide for the long term health of the union employing industry, by making it mandatory that the signatory contractor exhaust all efforts for the purchase of all distribution of air products, specifically, but not limited to, VAV boxes, fan (powered or not), make up of air units, fans, air distribution devices, grills and diffusers, and assign them completely to the sheet metal workers employed by him.

Section 3: The Employer also agrees to furnish within ten (10) days of request by the Union, completed forms as required by State and/or Federal Department of Labor for purposes of prevailing wage surveys by county. Occasional or out-of-town contractors shall complete and submit to the Union, said forms immediately upon start of a job within the bounds of Local No. 33.

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: Withholding taxes and social security deductions shall be based on the gross hourly wage. The hourly working dues shall be deducted from the gross hourly wages of ALL employees, Welfare, Pensions, Apprentice Fund, International Trust Institute, Construction Industry Development Board and N.E.M.I. contributions are Employer contributions and are not to be included as part of the taxable wage.

Section 10: Wages at the established rates specified herein shall be paid by payroll check, direct deposit, or cash in the shop or on the job at or before quitting time on Friday of each week and no more than five (5) days’ pay will be withheld. However, employees when laid off shall be paid one (1) hour before layoff. When employees are laid off or discharged, they shall be paid by all employers in payroll check or other legal tender on the job immediately. Any wages owed will be mailed and postmarked within twenty-four (24) hours on the next regular work day after termination. Any sheet metal employee laid off or terminated who is not paid in full within twenty-four hours (determination will be the official U.S. Postal Service postmark) will receive fifty dollars (\$50.00) pay, plus an additional fifty dollars (\$50.00) pay for each day his check is not received or postmarked. There will be a seventy-five dollar (\$75.00) penalty fee for any check that is given to a member from an employer with insufficient funds and the employer must pay any additional charges incurred by the employee as a result of those insufficient funds.

(72) hours of any accident.

Section 7: The SMART Code of Excellence was adopted by the membership.

ADDENDUM K Shop or Job Steward

Section 1: A Steward shall be promptly appointed by the Business Manager or his Representative, who shall notify the Employer or his Representative of such appointment within twenty four (24) hours by phone and confirmed within one (1) week by mail. The Steward shall be an employee who is working on the job and shall be a member of Local Union No. 33, Akron District. The Steward shall be retained as long as one (1) or more men are working on any operation, such job or shop, so long as he is qualified to perform such available work. The Steward shall not be interfered within the reasonable performance of his Union duties.

Section 1(a): Stewards shall have no authority whatsoever to call, order, or create a strike or work stoppage. The Steward shall report all serious matters to the Union Officers.

Section 2: The job or shop Steward shall be a working steward and shall perform the duties of a journeyman sheet metal worker and shall report to the Business Representative or to the office of Local Union No. 33 - Akron District, any violations of this Agreement. When employed at a construction site, the Steward shall be given adequate time on the job to check for any reported infraction of this Agreement. or work being done under the jurisdiction of the International Association of Sheet Metal, Air, Rail and Transportation Workers. Before the steward leaves his work assignment, he must report to his Foreman.

Section 3: In the event the Employer wishes to discharge or transfer a Steward, the Steward shall notify the Union. If the Business Manager or his Representative and the Employer or his Representative, cannot agree on discharge or transfer of the Steward, the Union shall, within forty-eight (48) hours, refer the matter to the Local Joint Adjustment Board, as provided in Section 2 of Article X. If this dispute is not settled by the Local Joint Adjustment Board, Section 3 and Section 4 of Article X shall be applicable to such dispute.

Section 4: When the Employer has three (3) or more journeymen sheet metal workers working overtime on a job site or shop, the Steward shall be one of the journeymen working overtime.

Section 5: The job or shop steward shall report to the office of Local Union No. 33 - Akron District all requests of Employers for overtime work and the names of journeymen and apprentices working overtime.

Section 6: The Steward is obligated to see if all employees on the job are in good standing with Local Union No. 33 - Akron District, and check to see whether all employees have the necessary hand tools as provided in Article IX, Section 1.

ADDENDUM L 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 party to an Agreement relating to the fringe benefit programs described herein.

A check-off of dues and assessments, when approved by Local Union No. 33 - Akron District membership, will be made at anniversary dates of contract, plus a maximum of one more time per year if necessary. A forty-five (45) day notice is required. It shall be the Central Depository's duty to disperse the monies to the proper funds. This option shall also apply to Employer contribution to the Industry Fund.

(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 herebefore and/or hereafter amended, establishing the following, if applicable:

(a) National Pension Fund	(hours worked)
(b) International Trust Institute	(hours worked)
(c) NEMI	(hours worked)
(d) SMOHIT	(hours worked)
(e) SMWISF	(hours worked)
(f) Local Pension Fund	(hours worked)
(g) Annuity Fund	(hours worked)
(h) Health & Welfare Fund	(hours worked)
(i) Local Apprentice Fund	(hours worked)
(j) Working Dues	(hours worked)
(k) CIDB	(hours worked)
(l) C.A.T. Reimbursement Fund	(hours worked)

acknowledge, accept and agree to be bound by the Plan and Plan documents of each of said employee benefit plans. The participating Employers 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.

Section 2: Contributions:

(1) The Participating Employers shall contribute to each and every employee benefit plans (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) **NATIONAL PENSION FUND:** The Employer agrees, in addition to wages contained in this Agreement, to contribute the amount of seven dollars and seventy-one cents (\$7.71) per hour for each hour worked effective to all employees covered by this Agreement, subject to change.

This Addendum L, Section 2(a) relates to the Employer's obligation to contribute to the Sheet Metal Workers' National Pension Fund ("NPF" or "Fund"). The parties adopt the First Alternative Schedule in the Collective Bargaining Agreement ("Agreement"). The parties acknowledge receipt of the First Alternative Schedule, the Rehabilitation Plan and NPF Trust Document. This Agreement incorporates by reference the First Alternative Schedule, the Rehabilitation Plan, the Fund's Trust Document and Plan Document. The Employer agrees to contribute consistent with the timing and amount of the Contribution Rate increases established in this Agreement and as required under the First Alternative Schedule as amended from time-to-time. The Employer will increase its NPF Contribution Rate on or before the date, and in the amounts required in the First Alternative Schedule.

1. For the duration of this Agreement and any renewals or extensions thereof, the Employer will contribute to the NPF the negotiated rate per this Agreement and as required by the First Alternative Schedule in effect at the time the increases are due and the Trust Document, for each hour or part of an hour for which an Employee covered by this Agreement receives the basic hourly wage rate. Contributions for those hours for which wages are paid at time and one-half or double time wage rates will be made to the Fund at one and one-half (1 ½) or two (2) times the hourly NPF Contribution Rate respectively, unless this Agreement does not require the contributions for any other fund to be increased at one and one-half, or two times the hourly contribution rate respectively, for such hours. The Employer shall contribute for hours for which payment is due to the employees under this Agreement such as vacation time, sickness, absences, and school, unless no funds for which cents-per-hour contributions are due under this Agreement require payment for hours for which a Covered Employee is paid but does not perform services.
2. Contributions shall be paid starting with the employee's first day of Covered Employment (as defined in the Plan Document).
3. All contributions shall be made at such time and in such manner, as the Trustees require. Employers shall submit a remittance report and the required contributions to the Fund Office no later than the twentieth (20th) of the month following the month when Covered Employment was performed. Employers should report and contribute via the Fund's on-line reporting and remittance system at www.smwnpf.org.
4. The Fund may audit the Employer's financial, payroll, wage, job or project records for determining the accuracy of Fund contributions and the Employer's ability to meet its

contribution obligations. If the audit reveals that an Employer made inaccurate contributions or failed to pay contributions in full, Employer agrees to pay interest, liquidated damages and fees, as the Trust Document requires. Failure to timely pay and file remittance reports constitutes a delinquency in violation of the Employer's obligation under this Agreement, the Trust Document and ERISA. The Trustees may take whatever steps they deem necessary, including legal action and termination of the Employer and/or termination of Covered Employment for service with the Employer, to collect such delinquent payments, notwithstanding any other provisions of this Collective Bargaining Agreement.

(b) INTERNATIONAL TRAINING INSTITUTE: Twelve cents (\$0.12) for hours worked by each employee of the Employer covered by this Agreement.

(c) N.E.M.I.: Three cents (\$0.03) for each hour worked by each employee of the Employer covered by this Agreement

(d) S.M.O.H.I.T.: 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.

(e) S.M.W.I.S.F.: One cent (\$0.01) per hour for each hour for which an employee receives pay.

(f) LOCAL PENSION FUND: The Employer agrees, in addition to wages contained in this Agreement, to contribute the amount of five dollars and eighteen (\$5.18) cents per hour for each hour worked to all employees covered by this Agreement, subject to change.

This Addendum L, Section 1 pertains to the Employer's obligation to contribute to the Sheet Metal Workers' Local Pension Fund ("LPF" or "Fund"), and is intended to implement the additional funding rules under the Employee Retirement Income Security Act of 1974, as amended, that apply to the LPF because its actuary has certified that it is in Critical Status.

The Employer will contribute to the LPF the amounts as set forth in this Agreement per hour for each hour of Covered Employment by an Employee of the Employer. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted to the LPF office as designated by the Fund Trustees. The Parties agree to be bound by the terms of the plan and trust documents governing the LPF, including the Rehabilitation Plan or any Funding Improvement Plan, as well as schedules and amendments to the foregoing.

The Parties have adopted the LPF's 2011-2024 Preferred Schedule and agree to contribute consistent with the Contribution Rate requirements, including required increases set forth below or in the Alternative Schedule. The 2011-2024 Preferred Schedule is incorporated by reference into this Agreement. For each year during the term of this Agreement, the Employer's LPF Contribution Rate will be determined by the 1st day of June of each such year and in the amount required for such year in the 2011-2024 Preferred Schedule.

(g) ANNUITY FUND: The Employer agrees in addition to wages contained in this Agreement to contribute five dollars and thirty cents (\$5.30) per hour for each hour worked to all

employees covered by this Agreement, and fifty (50%) percent of the applicable amount to apprentices, as reflective on the wage sheet.

(h) HEALTH AND WELFARE: The Employer agrees in addition to wages contained in this Agreement to contribute the amount of seven dollars and sixty-five cents (\$7.65) per hour for each hour worked by all employees covered by this Agreement; subject to change.

(i) LOCAL JOINT APPRENTICE AND TRAINING COMMITTEE FUND: Eighty cents (\$0.80) per hour for each hour an employee works. To be administered by the J.A.T.C.

(j) WORKING DUES ASSESSMENT: The Employer agrees to deduct _____ per hour for each hour worked by every employee for Local Union No. 33, working dues assessment. Subject to change.

(k) CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB), formally the Labor Relations Division (LRD): It is hereby agreed between the parties that all Employers (including balance contractors) shall deposit twenty-nine (\$0.29) cents per hour for all hours worked by journeymen and apprentices. It is hereby agreed that over the course of the contract term, East Central Ohio SMACNA may vote to increase the contribution up to, but no more than thirty-seven cents (\$0.37) per hour for all hours worked.

The Construction Industry Development Board (CIDB) is employer funded and organized for the purpose of, but not limited to improving business conditions, for, and the advancement of, employers in the construction industry in the State of Ohio in accordance with the CIDB Trust Agreement.

Payments to the fund shall be in accordance with the instructions on the monthly contribution forms. If an Employer does not make this contribution, in lieu of it, he must contribute the same amount to the Local Apprenticeship Fund.

(l) C.A.T. REIMBURSEMENT FUND: Twenty cents (\$0.20) per hour for each hour an employee works. To be administered by the J.A.T.C

(2) The parties agree to be bound by separate Agreements and Declarations of Trust 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 Trusts, and the separate Agreements and Declarations of Trust 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 3: Reporting Forms: (1) All participating Employers shall report to the Administrator(s) of the aforesaid employee benefit plans, or such other duly appointed depository, for all hours paid (or

otherwise contributed for) by all employees participating in the employee benefit plans on forms provided by the Trustees of the Plans. It shall be the obligation of the Employers to have and use the official reporting forms. If an employer maintains his payroll records and information on computer or other electronic equipment and desires to use and submit such forms, subject to rejection by the administrators, along with the official reporting forms.

(2) All reports shall be for the full calendar month last proceeding. However, an Employer may use other reporting periods subject to rejection by the Administrator.

Section 4: Time of Payment: (1) All Participating Employers shall remit all fringe benefit amounts due and owing on or before the fringe benefit payment date, which is hereby established as the ***15th day of each calendar month (or the first business day thereafter if the 15th day of the month is not a business day), for all hours in the prior calendar month. If the Participating Employer remits his payment by mail and the envelope is posted with a postage stamp, if the stamp is canceled by the U. S. Postal Service on or before the 15th day of the month (or the first business day thereafter if the 15th day of the month is not a business day), it shall be deemed to have been paid timely, regardless of the date of the actual receipt. If the Participating Employer remits his payments by mail and his envelope is posted with an office postage meter, the payment must be received by the 15th day of the month (or the first business day thereafter, if the 15th day of the month is not a business day) to be deemed paid timely. If the Participating Employer causes the fringe benefit payments to be delivered to the Union office or postmarked on or before the 15th day of the month (or business day), it shall be deemed paid timely.

*** A "wire transfer" provision shall be a voluntary provision. For those Contractors who use wire transfer money is due on the 20th (paying with check, money will be due on the 15th).

(2) An Employer who is delinquent in the timely remittance of fringe benefit payments more than once per calendar year or more than thirty (30) days late at the time shall make future payments and deductions on a weekly basis within seven (7) days following the close of the work week for a period of one (1) year.

(3) If a Participating Employer has not remitted the total fringe benefit and payroll deductions due and owing to any Plan or Fund collected by the International Association of Sheet Metal, Air, Rail and Transportation Workers, Local 33 - Akron District and filed the official reporting forms by the fringe benefit payment date as aforesaid, the said Employer shall be liable to the Trustees of each employee benefit plan as to which the said Employer is in default for liquidated damages in such amount as shall be established by the Trustees of each Plan by a promulgation of Rules and Regulations, in accordance with the Trust Agreements. The Trustees shall notify all Participating Employers of all promulgation's of Rules and Regulations establishing and revising the liquidated damage of charges and any terms, conditions and provisions thereof in advance of the enforcement thereof; but by acceptance and participating in this promulgation's on and after their effective dates.

(4) If a Participating Employer is in violation of the provisions hereof, in addition to the provisions thereof, the Participating Employer shall be liable to the Trustees of each said employee benefit plan as to which said Employers delinquent or in default, for reasonable attorney's fee in any court of law, arbitration proceedings and/or federal or state administrative agency and cost actually expended by

the Trustees to enforce the said Employer's compliance with the provisions of this Agreement. Unless such Trustees, Unions or Associations have acted to the contrary, the liquidated damages shall be considered ten percent (10%) of all monies owed which must be collected by Local No. 33 - Akron District and/or National/Local Pension Plan or any successor depository collection agent. All such liquidate damages and delinquent contributions which remain unpaid shall also accrue interest at an interest rate of twelve percent (12%) per annum until such time as they are paid.

(5) The contributions for the above plans shall be paid to Local Union No. 33 - Akron District at the Sheet Metal Workers' Benefit Funds, 12515 Corporate Drive, Parma, Ohio 44130. Contributions for the Pension Fund or any other Sheet Metal Workers' National Benefit Fund should be paid to Sheet Metal Workers' National Benefit Funds, _____.

Section 5: Employers Delinquency Control: (1) The Trustees of the several employee benefit plans may establish Payroll Reviews and/or Audit Programs, which shall be binding upon the parties, to permit a review of a Participating Employer's records by the Fund or an Agent of the Funds. The Trustees shall also have the right to determine who shall bear the cost of the review, provided, however, that if the review fails to disclose any current or past deficiencies, the Fund shall pay the cost of the review. The Trustees shall notify the Participating Employer, in writing, of their desire to review the Participating Employer's records, and allow sufficient notice for the Participating Employer to make available in his premises those payroll records and other records, reports and data reasonably necessary to conduct a review in order to determine whether contributions are being made in accordance with the collective bargaining agreement. The Trustees and their agents and employees shall conduct the review at such time and place and manner as to minimize the inconvenience to the Participating Employer; and they shall preserve the confidentiality of all information obtained.

(2) All Employers shall furnish evidence of bonding by an insurance company in the amount of twelve thousand dollars (\$12,000.00) at the office of the International Association of Sheet Metal, Air, Rail and Transportation Workers, Local Union No. 33 - Akron District, to assure prompt payment by the Employers to said fringe funds: Health and Welfare, Pension and other funds as required by this Agreement. Such bond shall be issued exclusively for the purpose of security payment of said fringe benefits. Those Employers employing three (3) to five (5) men shall be required to furnish a fifteen thousand dollars (\$15,000.00) bond. Those Employers employing six (6) to ten (10) men shall be required to furnish an eighteen thousand dollars (\$18,000.00) bond. Those Employers employing eleven (11) to fifteen (15) men shall be required to furnish a twenty thousand dollar (\$20,000.00) bond and shall also be required to furnish an additional twelve thousand dollar (\$12,000.00) bond for each additional five (5) men in excess of fifteen (15) men, provided, however, that those Employers who have employed members of the Union during the preceding twenty-four (24) month period and who have made all of the payments aforementioned without default, are hereby exempt from furnishing a bond, until such time as they become in default. Upon becoming in default, an Employer will be required to furnish a bond which will be released at the expiration of first twenty-four (24) month period during which there has been no default. Any Employer who has provided written notification to Local Union No. 33 - Akron District that he has ceased employment within the jurisdiction of this Agreement shall be entitled to a release of the bond ninety (90) days after the payment of the aforementioned payments.

(3) In the event of a violation of this Section by an Employer, the Union shall withdraw its men from said Employer until such time as said Employer complies with the requirements of this Section.

The Union shall also have the right to picket over this violation.

(4) Right to Work Stoppage and Payment of Waiting Time: Upon five (5) days' notice in writing by certified mail to the employer given by the Union that he is delinquent in any contributions and/or deductions under this Agreement and, citing all penalties, that his men will be withdrawn in order to enforce the payment of contributions and/or deductions due under this Agreement, employees will be withdrawn from the job to effect collection of delinquent contributions and/or deductions, and shall be paid a full day's wages for each day they are off the job until the Employer brings his payment current.

This remedy shall be in addition to all other remedies available to the Union and the Trustees may be exercised by the Union, anything in this Collective Bargaining Agreement to the contrary notwithstanding. Such withdrawal of employees to collect contributions to the Trusts Funds and Working Dues/Assessments shall not be considered a violation of this Agreement on the part of the Union and it shall not be a subject of arbitration. The provisions of this Section shall not be applicable to the collection of contributions of the Construction Industry Development Board.

(5) The grievances and arbitration provisions provided in this Agreement shall not limit Local Union No. 33 - Akron District's ability to take economic action against a delinquent Employer, including, but not limited to, picketing, withholding men and leafleting.

Section 6: Additional Provisions: **(1)** In the event that any employee benefit plan provided for in this Agreement paid for by Participating Employer Contributions is reduced because of Governmental action, the net savings, if any, to said Employer attributable to said action shall be paid to the employee and/or Employer (in reverse order) as wages computed as an increase in the hourly rate of pay. The increase, if any, shall be effective as of the first day the action is effective. Net savings is hereby defined to be the difference between the cost of the Participating Employer's contribution to the funds, and the total cost of the Employer of the action which caused the reduction of the program. The Employer agrees that in the event the cost of benefits provided by the National Pension Fund shall be increased as a result of passage of federal or state legislation mandating changes in funding and/or vesting requirements, it will increase its contributions in an amount sufficient in the judgment of an actuary selection by the Trustees of the Pension Fund, to maintain at the current level and on a sound actuarial basis all benefits then being provided for present and prospective covered employees, said increase in contribution to commence on the first (1st) day of the month following the effective date of the aforementioned legislation. Any increase shall be deducted from the total wage package. If all or any part of any fringe benefit (except Industry Fund) is dropped, it shall revert back to wages.

(2) If the federal government institutes wage controls in any form and any portion of this Collective Bargaining Agreement is deferred or cut back, the parties shall meet promptly; and, if the action of the federal government which cause the deferral or cutback make it legally permissible to do so, the parties shall attempt to reallocate the monetary equivalent of the deferred or cutback wages or benefits in a manner that complies legally with the action of the federal government.

(3) If it is not legally permissible to reallocate the deferred or cutback portion, the Employer shall commence paying the wage and/or benefit rate that was deferred or cutback when and if it becomes legally permissible to do so.

(4) It is acknowledged and agreed by the parties that upon the making of all contributions required of them by this Agreement, Participating Employers shall have no other or further obligation or responsibility to pay for, provide or otherwise fund, any fringe benefits; it being the acknowledged intention of all parties that benefits from all employee benefit plans shall be limited to those which can be financed from the respective Trust Funds. The Participating Employers shall not be liable or responsible for the failure of the Trustees to secure, pay or provide the benefits contemplated in the employee benefit plan for any participants or beneficiary. The obligation of the Participating Employers shall be and is hereby expressly limited to the payment of contributions to the Trust Funds and no more, unless otherwise provided by law. If at any time any of the employee fringe benefit Trust Funds shall not be sufficient to pay out and provide all of the benefits provided for in the employee benefit plans, the Trustees shall take such action as may be necessary and desirable in connection with the reduction of the then existing benefits in order that the cost of the benefits shall not be greater than that which can be paid from the Trust Fund. Without limiting the generality of the foregoing, it is expressly acknowledged and agreed that the participating Employer shall have no responsibility or obligation to increase its contributions to the Trust Fund beyond that otherwise expressly provided for herein. It is expressly acknowledged, understood and agreed that the Participating Employer does not guarantee any benefits to any participant or beneficiary; the obligation and responsibility of the participating Employer being expressly limited to its obligation to make agreed contributions into the Trust Fund.

(5) In the event that the parties hereto desire to alter the allocation of funds from the overall economic wage package negotiated by the parties and reflected in this Agreement, to increase or decrease the amount of money being contributed to any and/or all of the existing employee benefit plans or deductions they may do so upon the express conditions precedent that: (a) the Trustees of any plan affected acknowledge and agree in writing, (b) the Union shall have the right to make changes for Health and Welfare and Pension contributions and any such change amends this Agreement and becomes effective upon the date requested by the Union, provided the Employer is given a forty-five (45) day notice of such change.

(6) If the International Association of Sheet Metal, Air, Rail and Transportation Workers, National Pension, or other funds fall below predetermined safe financial level of operation, then the contribution rate shall be increased by the amount determined to be needed by the Trustees, or benefits would be reduced to protect the safe financial level. Any increase shall be deducted from the total wage package, as per paragraph 2 of Section 1 of this Article.

ADDENDUM M

Business Representative

The Business Manager, or his Representative, shall have the privilege during working hours to enter any shop, or to go on any job to transact whatever business they may have to perform, upon notification to the Company or the job site superintendent.

ADDENDUM N

Union Shop/Owner Member

Section 1: A sheet metal shop or sheet metal business shall not be considered a union sheet metal shop or union sheet metal business unless the owners sign and remain parties to this Agreement, or