STANDARD FORM OF UNION AGREEMENT

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

Agreement entered into May 1, 2016 by and between Central New York Sheet Metal Contractors Association Inc.,
(Name of Contractor or Contractor's Association)
and each business establishment individually, whether represented by a contractor association or not, hereinafter referred to as the Employer, and Local Union No. 58 of Sheet Metal Workers' International Association, hereinafter referred to as the Union for Cayuga, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, and St. Lawrence Counties in New York State.
(Specify area covered by this Agreement)

ARTICLE I

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

ARTICLE II

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

SECTION 2. Subject to other applicable provisions of this Agreement, the Employer agrees that when subcontracting for prefabrication of materials 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

SECTION 1. The Employer agrees that none but journeymen, apprentice, preapprentice 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 SMWIA shall be provided to the Employer.

ARTICLE IV

SECTION 1. The Union agrees to furnish upon request by the Employer duly qualified journeymen, apprentice, preapprentice, 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

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 limit shall become immediately effective instead of and without regard to the time limit specified in Section 1 of this Article.

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

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

SECTION 1. The regular working day shall consist of Eight (8) hours labor in the shop or on the job between eight (8) a.m. and five (5) p.m. unless modified in local negotiations and the regular working week shall consist of five (5) consecutive Eight (8) hour days labor in the shop or on the job, beginning with Monday and ending with Friday of each week. 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 at one & one-half (1 ½) 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 No.1, C)

A make-up day may be scheduled for work missed due to inclement weather, when mutually agreed between the Local Union and Employer. The make-up hours shall be paid at the regular hourly rate of pay. (See Addendum No. 1, E)

Employees shall be at the shop or project site at scheduled starting time each day and shall remain until quitting time.

SECTION 2. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day (See Addendum No. 32) or days locally observed as such, and Sunday shall be recognized as holidays. All work performed on holidays shall be paid as follows: Double Time.

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

ARTICLE VII (See Addenda No. 3, No. 4 and No. 5)

SECTION 1. When employed in a shop or on a job within the limits of the free zone 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 job back to the limits specified in Section 1 of this Article which will assure arrival at such limits at quitting time. As an alternative to the foregoing method, travel expense may be paid by a zone or other method of payment. If this alternative method is used, it will be provided in a written addendum attached hereto. 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.

The parties intend travel pay to fairly compensate employees for travel, not to place contractors at a competitive disadvantage due to geographic location or to create artificial barriers against out-of-area contractors.

ARTICLE VIII

SECTION 1. The minimum rate of wages for journeymen sheet metal workers covered by this Agreement when employed in a shop or on a job within the jurisdiction of the Union to perform any work specified in Article I of this Agreement shall be $_____ per hour, except hereinafter specified in Section 2 of this Article. (See Addendum No.1,A)

SECTION 2. On all work specified in Article I of this Agreement, fabricated and/or assembled by journeymen, apprentices, preapprentices and/or classified sheet metal workers within the jurisdiction of this Union, or elsewhere, for erection and/or installation within the jurisdiction of any other collective bargaining areas or local union affiliated with Sheet Metal Workers' International Association, whose established wage scale is higher than the wage scale specified in this Agreement, the higher wage scale of the jobsite Union shall be paid to the employees employed on such work in the home shop or sent to the jobsite.

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

1. Ventilators
2. Louvers
3. Automatic and fire dampers
4. Radiator and air conditioning unit enclosures
5. Fabricated pipe and fittings for residential installations and light commercial work as defined in the locality
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, preapprentice and classified sheet metal workers hired outside the territorial jurisdiction of this Agreement shall receive the wage scale and working conditions of the local Agreement covering the territory in which such work is performed or supervised.

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

SECTION 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. Welfare benefit contributions shall not be duplicated.

When sheet metal workers are employed temporarily outside the jurisdiction of their home local union, the parties signatory to this Agreement agree to arrange through the Health 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.

This obligation is conditioned upon a suitable reciprocity arrangement being agreed to by the trustees of such plans.

SECTION 9. Wages at the established rates specified herein shall be paid (see Addendum No. 1, B) in the shop or on the job at or before quitting time on _____ of each week, and no more than two (2) days' pay will be withheld. Alternative payroll procedures, i.e., electronic and/or automatic deposit may be negotiated locally. However, employees when discharged shall be paid in full.

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

SECTION 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, 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 Air Conditioning Contractors' National Industry Fund of the United States (IFUS) nine cents ($0.12) per hour for each hour worked on and after the effective date of this Agreement by each employee of the Employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted to IFUS, 4201 Lafayette Center Drive, Chantilly, Virginia, 20151 -1209, or for the purpose of transmittal, through Central New York Sheet Metal Contractors Association Inc..

(c). The IFUS shall submit to the Sheet Metal Workers' International Association not less often than semi-annually written reports describing accurately and in reasonable detail the nature of activities in which it is engaged or which it supports directly or indirectly with any of its funds. One time per year, the IFUS shall include in such written report a financial statement attested to by a certified public accountant containing its balance sheet and detailed statement of annual receipts and disbursements. Further specific detailed information in regard to IFUS activities or its receipts and/or expenditures shall be furnished to the Sheet Metal Workers' International Association upon written request.

(d). Grievances concerning use of IFUS funds for purposes prohibited under Section 12(a) or for violations of other subsections of this Section may be processed by the Sheet Metal Workers' International Association directly to the National Joint Adjustment Board under the provisions of Article X of this Agreement. In the event such proceeding results in a deadlock, either party may, upon ten (10) days notice to the other party, submit the issue to final and binding arbitration. The Arbitrator shall be selected by the Co-Chairmen of the National Joint Adjustment Board. The Arbitrator shall be authorized to impose any remedial order he deems appropriate for violation of this Section, including termination of the Employer's obligation to contribute to the IFUS. The authority of the Arbitrator is expressly limited to a determination of a deadlocked issue under this Section, (Section 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 to the Central New York Sheet Metal Contractors Association Inc.(the local industry fund), fifteen cents ($0.15) 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 local industry 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 violation 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. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the ITI, or for purposes of collection and transmittal through Sheet Metal Workers Local No. 58.

Effective as of the date of this Agreement the Employers will contribute to the National Energy Management Institute Committee (NEMIC), a jointly administered trust fund, three cents ($0.03) per hour for each hour worked by each employee of the Employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the NEMIC, or for the purposes of collection and transmittal through Sheet Metal Workers Local No. 58.

Effective as of the date of this Agreement the Employers will contribute to the Sheet Metal Occupational Health Institute Trust (Institute) two cents ($0.02) per hour for each hour worked by each employee of the Employer covered by this Agreement until the Institute Trustees determine that the Trust is financially self-sufficient. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the Institute, or for purposes of collection and transmittal through Sheet Metal Workers Local No. 58.

The parties agree to be bound by the separate Agreements and Declarations of Trusts establishing the International Training Institute for the Sheet Metal and Air Conditioning Industry, the National Energy Management Institute Committee, the Sheet Metal Occupational Health Institute Trust, and the Industry Fund of the United States and the separate agreements and declarations of trusts of all other local or national programs to which it has been agreed that contributions will be made. In addition, the parties agree to be bound by any amendments to said trust agreements as may be made from time to time and hereby designate as their representatives on the Board of Trustees such trustees as are named together with any successors who may be appointed pursuant to said agreements.

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

SECTION 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 _____ 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 No. 2, B)

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.

(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 Sheet Metal Workers' International Association, 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 ____ consecutive months.

ARTICLE IX

SECTION 1. Journeymen, apprentice, preapprentice and classified sheet metal 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.

SECTION 2. Journeymen, apprentice, preapprentice 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

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 a mutual agreement of the parties.

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

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

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

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

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

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

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

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.

SECTION 8. In addition to the settlement of grievances arising out of interpretation or enforcement of this Agreement as set forth in the preceding sections of this Article, any controversy or dispute arising out of the failure of the parties to negotiate a renewal of this Agreement shall be settled as hereinafter provided:

(a). Should the negotiations for a renewal of this Agreement or negotiations regarding a wage/fringe reopener become deadlocked in the opinion of the Union representative(s) or of the Employer('s) representative(s), or both, notice to that effect shall be given to the National Joint Adjustment Board.

If the Co-Chairmen of the National Joint Adjustment Board believe the dispute might be adjusted without going to final hearing before the National Joint Adjustment Board, each will then designate a Panel representative who shall proceed to the locale where the dispute exists as soon as convenient, attempt to conciliate the differences between the parties and bring about a mutually acceptable agreement. If such Panel representatives or either of them conclude that they cannot resolve the dispute, the parties thereto and the Co-Chairmen of the National Joint Adjustment Board shall be promptly so notified without recommendation from the Panel representatives. Should the Co-Chairmen of the National Joint Adjustment Board fail or decline to appoint a Panel member or should notice of failure of the Panel representatives to resolve the dispute be given, the parties shall promptly be notified so that either party may submit the dispute to the National Joint Adjustment Board.

In addition to the mediation procedure set forth above or as an alternate thereto, the Co-Chairmen of the National Joint Adjustment Board may each designate a member to serve as a Subcommittee and hear the dispute in the local area. Such Subcommittees shall function as arbitrators and are authorized to resolve all or part of the issues. They are not, however, authorized to deadlock and the matter shall be heard by the National Joint Adjustment Board in the event a Subcommittee is unable to direct an entire resolution of the dispute.

The dispute shall be submitted to the National Joint Adjustment Board pursuant to the rules as established and modified from time to time by the National Joint Adjustment Board. The unanimous decision of said Board shall be final and binding

upon the parties, reduced to writing, signed and mailed to the parties as soon as possible after the decision has been reached. There shall be no cessation of work by strike or lockout unless and until said Board fails to reach a unanimous decision and the parties have received written notification of its failure.

(b). Any application to the National Joint Adjustment Board shall be upon forms prepared for that purpose subject to any changes which may be decided by the Board from time to time. The representatives of the parties who appear at the hearing will be given the opportunity to present oral argument and to answer any questions raised by members of the Board. Any briefs filed by either party including copies of pertinent exhibits shall also be exchanged between the parties and filed with the National Joint Adjustment Board at least twenty-four (24) hours in advance of the hearing.

(c). The National Joint Adjustment Board shall have the right to establish time limits which must be met with respect to each and every step or procedure contained in this Section. In addition, the Co-Chairmen of the National Joint Adjustment Board shall have the right to designate time limits which will be applicable to any particular case and any step therein which may be communicated to the parties by mail, facsimile or telephone notification.

(d). Unless a different date is agreed upon mutually between the parties or is directed by the unanimous decision of the National Joint Adjustment Board, all effective dates in the new agreement shall be retroactive to the date immediately following the expiration date of the expiring agreement.

SECTION 9. Employers not contributing to the Industry Fund of the United States (IFUS) will be assessed a fee to be determined periodically by the Administrator of the National Joint Adjustment Board. Proceeds will be used to reimburse IFUS for costs of arbitration under the provisions of Article X.

SECTION 10. In addition to the settlement of disputes provided for in Sections 1 through 8 of this Article, either party may invoke the services of the National Joint Adjustment Board to resolve disputes over the initial establishment of terms for specialty addenda, if the provisions of Article X have been adopted in their entirety, and without modification.

Such a dispute may be submitted upon the request of either party any time that local negotiations for such an agreement have been unsuccessful. Such a dispute shall be submitted to the National Joint Adjustment Board pursuant to the rules as established and modified from time to time by said Board. The unanimous decision of said Board shall be final and binding upon the parties. There shall be no strike or lockout over such a dispute.

SECTION 11. In administering and conducting dispute resolution activities under the arbitration procedures of the Standard Form of Union Agreement, the National Joint Adjustment Board, the Sheet Metal Workers' International Association, the Sheet Metal and Air Conditioning Contractors' National Association, Inc., and their representatives, are functioning as arbitrators and not as the representative of any entity that is party to such dispute. Therefore, they shall enjoy all of the rights, privileges, and immunities afforded to arbitrators under applicable law.

ARTICLE XI

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

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

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

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

SECTION 4. It is hereby agreed that the Employer shall apply to the Joint Apprenticeship and Training Committee and the Joint Apprenticeship and Training Committee shall grant apprentices on the basis of one (1) apprentice for each three (3) journeymen regularly employed throughout the year. Provided, however, an Employer will not be entitled to a new apprentice if the Employer has an apprentice on layoff for lack of work.

SECTION 5. Each apprentice shall serve an apprenticeship of up to 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.

SECTION 6. A graduated wage scale similar to that shown below, based on the journeyman wage rate, shall be established for apprentices. The scale may vary based on local market conditions and recruiting requirements. (See Addendum No. 29)

First year —First half 40%-Second half 45%
Second year—First half 50%-Second half 55%
Third year —First half 60%-Second half 65%
Fourth year —First half 70%-Second half 75%
Fifth year (where applicable)– First half 80% - Second half 85%

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 checkoff 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.

ARTICLE XII

SECTION 1. It is hereby agreed that the Employer may apply to the Joint Apprenticeship and Training Committee and the Joint Apprenticeship and Training Committee shall grant preapprentices on the basis of one (1) preapprentice for each three (3) apprentices employed by the Employer. Provided, however, that an Employer who employs one (1) or more apprentices and at least three (3) sheet metal journeymen shall be entitled to at least one (1) preapprentice. Any apprentice of the Employer on layoff at the effective date of this Agreement must be rehired before said Employer is entitled to any preapprentice. Thereafter, the same conditions and ratios shall apply.

In the event the Employer is entitled to employ a preapprentice and the Union fails to comply with the Employer's written request to furnish a preapprentice within forty-eight (48) hours, the Employer may hire such employees and refer them to the Joint Apprenticeship and Training Committee for enrollment.

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

The wage scale for preapprentices shall be a minimum of thirty percent (30%) of the wage rate for journeymen sheet metal workers. Health and welfare coverage shall be arranged on behalf of the preapprentices by the parties.

Pension contributions will be paid on all hours worked beginning with the first payroll period after 90 days in the amount of five percent (5%) of the journeyman pension fund contribution, to the next whole cent, or a minimum of twelve cents ($0.12) per hour, whichever is greater, for each hour worked on or after the effective date of this agreement. The parties shall make all necessary arrangements so that any preapprentice being reclassified shall experience no break in benefits coverage.

ARTICLE XIII

SECTION 1. Classified workers may be employed in the following ratio:

A. one (1) classified worker for any Employer who employs an apprentice;
B. two (2) classified workers for any Employer who employs at least three (3) apprentices;
C. thereafter, the ratio will be one (1) classified worker for each additional three (3) apprentices employed.

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 not less than forty percent (40%) of the journeyman wage rate. They shall be covered by the local health and welfare plan. Pension contributions shall be the same percentage as their wage rate.

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 employees, and refer them to the Union.

ARTICLE XIV

SECTION 1. SMACNA and the SMWIA are committed to promoting productive and cooperative labor-management relations. In furtherance of this goal, the local Employers' association and 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 XV

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 XVI

SECTION 1. This Agreement and Addenda Numbers one (1) through thirty-two (32) attached hereto shall become

effective on the 1st day of May, 2016 and remain in full force and effect until the 30th day of April, 2021.

and shall continue in force from year to year thereafter unless written notice of reopening is given not less than ninety (90) days prior to the expiration date. In the event such notice of reopening is served, this Agreement shall continue in force and effect until conferences relating thereto have been terminated by either party by written notice, provided, however, that, if this Agreement contains Article X, Section 8, it shall continue in full force and effect until modified by order of the National Joint Adjustment Board or until the procedures under Article X, Section 8 have been otherwise completed.

SECTION 2. If, pursuant to federal or state law, any provision of this Agreement shall be found by a court of competent jurisdiction to be void or unenforceable, all of the other provisions of this Agreement shall remain in full force and effect. The parties agree to meet and negotiate a substitute provision. If negotiations are unsuccessful, the issue may be submitted for resolution by either party pursuant to Article X, Section 8 of this Agreement.

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

SECTION 4. Each Employer hereby waives any right it may have to repudiate this Agreement during the term of 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 Central New York Sheet Metal Contractors Association Inc. to act as its collective bargaining representative for all matters relating to this Agreement. The parties agree that the Employer will hereafter be a member of the multi-employer bargaining unit represented by said Association unless this authorization is withdrawn by written notice to the Association and the Union at least one hundred and fifty (150) days prior to the then current expiration date of this Agreement.

In witness whereof, the parties hereto affix their signatures and seal this 1st day of May, 2016.

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

The Standard Form of Union Agreement is a recommended contract form that is revised from time to time by the Sheet Metal Workers' International Association and the Sheet Metal and Air Conditioning Contractors' National Association, Inc. In establishing such a recommended contract form, neither the Sheet Metal Workers' International Association, nor the Sheet Metal and Air Conditioning Contractors' National Association Inc. has acted as the bargaining representative of any entity that may adopt all or part of the language of the Standard Form of Union Agreement. Furthermore, neither the Sheet Metal Workers' International Association nor the Sheet Metal and Air Conditioning Contractors' National Association, Inc., shall be deemed to be a party to any such collective bargaining agreement including such language.

Central New York Sheet Metal Contractors Association Inc.

By Paul Passmore
(Signature of Officer or Representative)

Local Union No. 58 of Sheet Metal Workers' International Association

(Signature of Officer or Representative)

JURISDICTION: COUNTIES
Cayuga, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence

Anthony M. Castrello
Business Manager
Financial Secretary-Treasurer

SMART
Sheet Metal, Air, Rail and Transportation

Office: 301 PULASKI STREET, SYRACUSE, N. Y. 13204
Office Phone: (315)472-4411
Office Fax: (315)472-4413

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AFFILIATED WITH:
Central-Northern Building Trades Council
Finger Lakes Building Trades Council
N.Y. State Building Trades Council
N.Y. State Council S.M.W.I.A.
Production Workers Sign Council S.M.W.I.A.
Greater Syracuse Labor Council
Central New York Labor Federation
N.Y. State AFL-CIO

Michael P. Moran
Business Representative

WAGE AND FRINGE PACKAGE
EFFECTIVE 5/1/16 THRU 4/30/21

	5/01/16 to 4/30/17	5/01/17 to 4/30/18	5/01/18 to 4/30/19	5/01/19 to 4/30/20	5/01/20 to 4/30/21
Journeyman Rate*	$ 27.46 $ 28.46*	$ 1.00 to be alloc.	$ 1.00 to be alloc.	$ 1.00 to be alloc.	$ 1.00 to be alloc.
Health & Welfare	$ 6.50				
Retirement Fund	$ 2.80				
National Pension	$ 8.41				
Education Fund	$ .65				
National Benefit Funds	$ .18				
Local Industry	$ .15	$ .16	$ .17		
National Industry	$ .12				
SASMI**	$ 1.36				
Total Package	$47.63	$48.63	$49.63	$50.63	$51.63

DEDUCTIONS FROM WAGES AFTER TAXES ARE AS FOLLOWS:

Vacation Fund -	Journeyman	Vacation Deduction	$1.00
		Pal Deduction	$ .02
		Total	$1.02 per hour
Working Dues Assessment -	Journeyman	3% Weekly Gross Wages	
	Plus	$1.34 per hour	

* Rate applies on all projects in which the total of Sheet Metal Work Contracts related to the project exceeds $10,000,000.00

** Sasmi is calculated at 3% of wages + H & W + NPF + Retirement Fund.

***SHIFT WORK**

(1) The regular wage rate plus fifteen percent (15%) of said rate for eight (8) hours work on the second shift.

(2) The regular wage rate plus twenty-five percent (25%) of said rate for eight (8) hours work on the third shift.

(3) Any hours worked past 12:00 midnight during the regular work week, regardless of the shift number and not exceeding eight (8) hours work overall, shall be paid at the rate of regular wage rate plus twenty-five percent (25%).

Addendum No. 3	Mileage	Rate $.38 per mile	Free zone 50 miles
Addendum No. 4	Travel Expense	Rate $.38 per mile	
Addendum No. 5	Room & Travel	Based on 5 days per week	
Zone 1	51 to 100 Miles	Rate $18.00 per day	
Zone 2	Over 100 Miles	Rate $80.00 per day	

In addition all days worked Saturday, Sunday, and holidays which fall on the weekend must be paid at the applicable rate.

Addendum No. 8 Foreman's Rates

Designation	Local No. 58 Members	Amount over Journeyman Rate
Shop Foreman	1 to 4 Men	$2.00 per hour
Ass't Shop Forman	5 Men & Over	$1.50 per hour
Field Foreman	4 to 7 Men	$1.40 per hour
General Foreman	8 to 11 Men	$2.25 per hour
Additional Foreman	on to Multiple of 4	$1.15 per hour
Chief Draftsman		$1.35 per hour
Shop & General Forman		$2.00 per hour
Foreman		$1.15 per hour

This is merely a wage and fringe rate sheet furnished to all contractors for immediate guidance. The new contract and its addenda will be forwarded to you as soon as it is available.

All hiring will be done through the Syracuse office of Local 58, party to contact is:

Anthony M. Castrello
301 Pulaski Street
Syracuse, NY 13204
Phone: 315-472-4411

Central New York Sheet Metal
Contractors Association Inc.

By: Paul Pinciaro

Anthony M. Castrello
Sheet Metal Workers International
Association, Local Union No. 58

By: _____

Agreed to by: _____

Company Name: _____

SHEET METAL WORKERS LOCAL NO.58 – SYRACUSE, NY
APPRENTICE WAGES AND FRINGE BENEFITS – 5/1/2016- 4/30/2017

CLASSIFICATION	BASE RATE	HEALTH & WELFARE	RETIRE MENT FUND	NATL PENS FUND	EDUC ATION FUND	NATIONAL BENEFITS	LOCAL INDUSTRY	NATIONAL INDUSTRY	SASMI FUND*	TOTAL PACKAGE		VAC/PAL FUND (DEDUCT)	WORKING ASSESSMENT (DEDUCT)
APPRENTICE													
40%	$10.98	$ 6.23		$3.36	$ .65	$ .18	$ .15	$ .12	$ .62	$22.29		$ .52	$ .55 (5%)
45%	$12.36	$ 6.23		$3.78	$ .65	$ .18	$ .15	$ .12	$ .67	$24.14		$ .52	$ .62 (5%)
50%	$13.73	$ 6.23		$4.21	$ .65	$ .18	$ .15	$ .12	$ .73	$26.00		$ .52	$ .69 (5%)
55%	$15.10	$ 6.23		$4.63	$ .65	$ .18	$ .15	$ .12	$ .78	$27.84		$ .52	$ .76 (5%)
60%	$16.48	$ 6.23		$5.05	$ .65	$ .18	$ .15	$ .12	$ .83	$29.69		$ .52	$ .82 (5%)
65%	$17.85	$ 6.23		$5.47	$ .65	$ .18	$ .15	$ .12	$ .89	$31.54		$ .52	$ .89 (5%)
70%	$19.22	$ 6.23	$1.00	$5.89	$ .65	$ .18	$ .15	$ .12	$ .97	$34.41		$ .52	$ .96 (5%)
75%	$20.60	$ 6.23	$1.00	$6.31	$ .65	$ .18	$ .15	$ .12	$1.02	$36.26		$ .52	$1.03 (5%)
80%	$21.97	$ 6.23	$1.00	$6.73	$ .65	$ .18	$ .15	$ .12	$1.08	$38.11		$ .52	$1.10 (5%)
85%	$23.34	$ 6.23	$1.00	$7.15	$ .65	$ .18	$ .15	$ .12	$1.13	$39.95		$ .52	$1.17 (5%)

DEDUCTIONS FROM WAGES AFTER TAXES ARE AS FOLLOWS:

Vacation Fund- Apprentice Vacation Deduction $ .50
Pal Deduction $ .02
Total $ .52 per hour

Working Dues Assessment – Apprentice 5% Weekly Gross Wages

* SASMI FUND CONTRIBUTION IS CALCULATED AT 3% OF WAGES + HEALTH AND WELFARE + NATIONAL PENSION FUND + RETIREMENT FUND

ADDENDA TO AGREEMENT

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ADDENDA TO AGREEMENT

The following addenda modify and supplement the **STANDARD FORM OF UNION AGREEMENT A-01-05**-executed **May 1, 2016**.

NO.1 (a) the minimum rate of wages referred to in Article VIII, Section 1, and the wage scale (total package), shall be as follows, scheduled on a per hour basis:

	Wage Rate	**Total Package**	**Wage Rate***	**Total Package***
5/1/16 to 4/30/17	$27.46	$47.63	$28.46	$48.63
5/1/17 to 4/30/18	$1.00 to be Allocated	$48.63	$1.00 to be Allocated	$49.63
5/1/18 to 4/30/19	$1.00 to be Allocated	$49.63	$1.00 to be Allocated	$50.63
5/1/19 to 4/30/20	$1.00 to be Allocated	$50.63	$1.00 to be Allocated	$51.63
5/1/20 to 4/30/21	$1.00 to be Allocated	$51.63	$1.00 to be Allocated	$52.63

*(1) On all projects in which the total of all sheet metal work contracts related to the project exceeds $10,000,000.00 the rate will be $1.00 more per hour.

(b) Modify Article VIII, Section 9 as follows: Wages at the established rates specified herein shall be paid in the shop or on the job, and the employer may withhold up to but not more than four and one-half (4 ½) days' wages, payable by Friday before 12:00 noon. However, employees when discharged or laid off shall be paid in full.

(c) Article VI, Section 1 is modified as follows: The regular work week shall consist of eight (8) hours per day and forty (40) hours per week, between the hours of 7:00 a.m. to 4:30 p.m. (unless otherwise approved by the Union Business Manager), beginning with Monday and ending with Friday of each week. In an eight (8) hour work period a fifteen minute coffee break is allotted.

(d) It is stipulated that no shorter work week will be instituted without the consent of, and after consultation with, the Union Business Manager.

(e) SFUA A-01-05, Article VI, Section 1 is modified as follows: Sunday and recognized holidays may not be scheduled as a make-up day. All work performed on these days shall be paid at the double time rate.

NO.2. (a) Effective 5/1/16, Welfare Fund Contributions shall be paid at the rate of Six Dollars and Fifty cents ($6.50) per hour for all hours worked by Journeymen and Six Dollars and Twenty Three cents ($6.23) per hour for Apprentices. This payment shall be made to Sheet Metal Workers Local Union 58 Welfare Fund. Contribution rates may increase during the term of this agreement, as monies are allocated each year.

(b) COLLECTION PROCEDURES FOR ALL FRINGE BENEFITS: All Employer contributions to the respective Funds that are set forth in this Agreement (Health, Welfare, Pension, Education Fund, SASMI, and any other fringe benefits), shall be made monthly and shall be due and payable no later than the 15th of the following month, and upon remittance forms furnished by said fund.

These Funds shall be administered pursuant to provisions of Agreements and Declarations of Trust, rules and regulations, established by the various Trustees and shall be in compliance with the Requirements of State and Federal laws governing and regulating such Trust.

The parties of this Collective Bargaining Agreement hereby agree that the signing of this Agreement shall constitute an obligation to be bound by the terms and conditions, rules and regulations of said Agreements and Declarations of Trust as if said Agreements and Declarations of Trust were fully set forth herein and made a part hereof.

The failure of any employer party to this Agreement to make proper and timely reports and contributions to the Funds shall not relieve any other employer from reporting and making contributions to these funds.

It is further agreed that any employer becoming delinquent in reporting and paying contributions due said Funds shall in addition to being liable for the amount of the delinquency, pay ten percent (10%) as and for liquidated damages, together with all expenses and costs incurred by the Trustees for the collection of said amount including legal fees of fifteen percent (15%) of the amount of the delinquency for any necessary legal services of the Fund's attorneys.

Should any delinquent employer's failure to report and make contributions to the Fund require an audit of his payroll records for the purpose of either ascertaining said employer's indebtedness or for the purpose of crediting his employees for the hours of work; such employer agrees to pay the cost of such an audit by a certified or licensed public accountant certified by the Trustees.

The Trustees may at any time check and examine the payroll records of any employer covered by this Agreement at any reasonable time at no charge to the employer, but in the event that such payroll check or examination discloses that the employer has not complied with its provisions of the Agreement and Declarations of Trust, said employer shall pay the cost of the payroll check or examination.

Notwithstanding any provision herein contained or contained in the entire Agreement, it is further agreed that the Union shall have the unequivocal right, when any Employer shall become delinquent in contributions and remittances due to the said Funds, to declare this Agreement breached by any delinquent Employer and at the options of the Union this Agreement may be considered terminated. The Union may also have the option, with respect to any delinquent Employer, to withdraw the services of members in the collective bargaining unit from the said

Employer or to strike or engage in a boycott with respect to any such delinquent Employer. In the event that the Union exercises its option in any manner under the provisions of this Addendum, the Employers agree, that as additional liquidated damages, the delinquent employer shall pay each of said delinquent Employers' employees represented by the Union said employees' regular rate of pay for all time lost from work as a result of action taken by the Union for the purpose of recovering delinquent contributions and remittances due the Funds.

The parties further agree that any action exercised by the Union and granted in this Addendum with respect to delinquent Employer(s) shall not constitute a violation of any "no strike" provisions or clauses contained in this Agreement and the employer and the employees hereby waive any and all rights under this Agreement with respect to action against the Union or its Funds, before any State or Federal agency, tribunal or court. It is expressly agreed herein that the use of the grievance and arbitration machinery set forth in this contract are waived by any such aforementioned delinquent employer.

It is agreed that to assure an orderly and equitable procedure for the collection of employer contributions that the following shall apply:

(1) Employers shall pay its contribution payment no later than the 15th day of the following month. If the employer fails to pay by that date, the employer shall be notified of his obligation to make such payment, and
(2) Employer contributions received by the Fund Office anytime prior to the 30th of that month shall not pay the 10% liquidation damages, and
(3) Employer contributions received subsequent to the 30th of the month shall be subject to the 10% liquidated damages clause, and
(4) An employer in default as of the 15th of the next month shall be liable for the strike action referred to above together with the other collection remedies and damages.

It is the express agreement and understanding that any action with respect to delinquent employers as set forth and provided for in this article is in recognition and for the purpose of protecting the rights of employees in the collective bargaining unit, their families and families and beneficiaries of said Funds.

(c) Bonding requirements For All Fringe Benefits: Each contractor must post a $10,000.00 bond with Local No.58 S.M.W.I.A. to secure payment of fringe benefit contributions. Alternatively, the Union may waive this bonding requirement provided that the Contractor remains current with the payment of monthly fringe benefit contributions.

NO.3. – Mileage (a) "Mileage" (transportation cost) shall be paid at the rate of thirty-eight cents ($ .38) per mile to each employee on all jobs requiring transportation outside the "Free Zone" if transportation is not provided by the Employer. The "Free Zone" shall consist of a zone

within a fifty (50) mile distance from each Employer's shop as measured by odometer. No "mileage" will be paid by the Employer for travel within the "Free Zone". When travel is required beyond the "Free Zone" then the "mileage cost" shall be paid at the rate of Thirty – eight cents ($ .38) per mile starting at the 51st mile from the shop to the job site. The above-referenced Thirty-eight cents ($ .38) per mile is the rate which "mileage expense" is figured during working hours.

(b) With respect to out-of-town contractors, the starting point for the determination of the "Free Zone" and for "mileage" and "travel expenses," calculation shall be from the Local No. 58 Union Hall.

NO.4. "Travel Expense" shall be paid, in addition to "mileage" at the rate of Thirty-eight cents ($ .38) per mile to each employee on all jobs requiring travel before 8:00 a.m. or after 4:30 p.m., outside the "Free Zone" (as defined in Addendum #3). His transportation expense is then computed on the basis of Seventy-six cents ($ .76) per mile (Thirty-eight cents [$ .38] " mileage expense" and Thirty-eight [$ .38] cents per mile "travel expense").

NO. 5. – ROOM AND BOARD Room and Board shall be on a two zone system and paid on a five day basis including six celebrated holidays in accordance with Article VI, Section 2 of the Standard Form of Agreement whether worked or not as follows:

Zone 1 – For Multi-Day Jobs - Room and Board of $18.00 per day from the Employer's Shop 51 to 100 miles. The employer shall have the option to pay mileage and travel expenses on a round trip basis or room and Board with one trip to the job site at the beginning of the job and one trip back at the end of the job.

For single day jobs the employer shall pay on a mileage and travel basis job to job.

Zone 2 - Over 100 miles - Room and Board rate are $80.00 per day (same basis as above).

The room and board rates payable as above stated shall be paid to employees for each day worked and for each day the employee remains on the job and is prevented from working through no fault of his own including holidays celebrated in accordance with this agreement during the work week. The employers' expenses shall be limited to a maximum of the five (5) days during the regular work week. In addition, all days worked on Saturdays, Sundays and Holidays which fall on a weekend must be paid at the applicable zone rate.

The Employer shall not be required to pay Room and Board for any day the Employee deliberately absents himself from the job. The Employer shall pay Room and Board, mileage and travel expenses in advance on all Room and Board jobs except where he agrees to pay wages in cash by quitting time on Friday and should withhold no more than two (2) days' wages. (An Employer may never withhold any Room and Board, mileage an/or travel expenses). (See Addendum 1 as to right to pay by check).

NO. 6. Article VIII, Section 10, is amended as follows: If an employer or his duly authorized representative fails to notify an employee not to report to work the following regular work day by at least 3:30 p.m., of the previous working day, the employer shall be required to employ or pay the employee two (2) hours' wages at the prevailing rate of wages provided said employee reports for work. This provision, however, shall not apply under conditions over which the employer has no control.

NO.7. Article VII, is amended as follows: If an employee is furnished a vehicle for transportation by the Employer and the traveling is done before or after the regular working hours, the employee driving shall be paid for such traveling at one and one-half times the rate. Any employees who are passengers in the company vehicle and traveling is done before or after regular working hours shall be paid travel expense at a rate of $.38 per mile for all the travel outside the "free zone" (as defined in Addendum #3).

NO.8. Foreman's designations and rates of pay shall be as follows:

(a) Each employer doing work in the jurisdiction of Local No. 58 shall be required to designate Journeymen as foreman in accordance with the addendum. These foreman ratios and requirements apply to Local No. 58 members only, and shall not be diminished by the presence of foreman or employees who have traveled into Local No. 58 from the employer's home jurisdiction.

(b) In the fabrication shops requiring one (1) to four (4) men including apprentices, the Shop Foreman's rate shall be Two Dollars ($2.00) an hour above the regular rate. If five or more men are employed on shop fabrication then, an assistant shop foreman shall be employed and his rate shall be One Dollar and Fifty cents ($1.50) an hour above the regular rate.

(c) On Field jobs requiring four (4) to seven (7) men including apprentices, the Job Foreman's rate shall be One Dollar and Forty cents ($1.40) an hour above the regular rate.

(d) On Field jobs requiring eight (8) to eleven (11) men including apprentices, a General Foreman shall be appointed and his rate shall be Two dollars and Twenty Five Cents ($2.25) an hour above the regular rate.

(e) There shall be a foreman appointed for the employer's first four (4) to seven (7) employees. There shall be a General Foreman appointed in addition to the foreman where there are eight (8) to eleven (11) employees. There shall be another foreman appointed with the addition of the twelfth employee and another with the sixteenth employee, etc., as the number of employees increases by four (4). The term employee(s), as used in this section, shall include apprentices.

(f) All shops employing draftsmen shall designate one as a Chief Draftsman and his rate of pay shall be one dollar and thirty-five cents ($1.35) over the regular rate.

Sasmi contributions on foreman rates will be the responsibility of the contractor.

NO.9. The employers shall make payments to the Sheet Metal Workers Local 58 Retirement Fund, and the National Pension Fund on behalf of all employees covered by this Agreement on all hours as follows:

Eight Dollars and Forty One cents ($8.41) per hour for Journeyman to the Sheet Metal Workers' National Pension Fund.

The Apprentice contribution rate shall be a percentage of the Journeyman contribution equal to the percentage of Apprentice wages.

Two Dollars and Eighty cents ($2.80) per hour for Journeyman, to the Sheet Metal Workers Local No.58 Retirement Fund. No monies shall be contributed to the Local Retirement Fund on behalf of Apprentices whose wage level is 40% - 65%. One Dollar ($1.00) per hour shall be contributed for Apprentices at the 70% (6000 hour) level, and continuing for the remainder of their Apprenticeship.

Contribution rates may increase during the term of this agreement, as monies are allocated each year.

NO. 10. The Employers shall deduct from wages, after taxes, one dollar and two cents ($1.02) per hour worked by all Journeyman employees covered by this Agreement and pay the deducted amount each month to the Local Union 58 Vacation/PAL Escrow Account for distribution to the Focal Point Credit Union and the PAL Fund. The Vacation Fund shall be jointly administered by trustees representing the Union and the Association in accordance with an Agreement and Declaration of Trust. On apprentices the Vacation / PAL Funds deduction shall be fifty-two cents ($ .52) per hour.

It is understood by the parties that the aforesaid deductions must be authorized by each individual employee on whose behalf the deduction is made.

NO.11. A Shop or Job Steward shall be a working employee appointed in all shops and on all jobs by the Business Manager of the Union who shall in addition to his work as a Journeyman, be permitted to perform during working hours such of his Union duties as cannot be performed at other times. The Local Union shall notify the Contractor of the appointment of each steward.

Stewards shall observe conditions of employment and conduct of members to the end that the duties and obligations of members and the provisions of the existing Standard Form of Union Agreement and Addenda shall be complied with, and shall assist whenever possible in adjusting minor differences or misunderstandings which arise, but shall immediately notify the Local Union Office regarding interpretations or application of the provisions of existing Standard Form of Union Agreement in connection with the employment of members in shops or on jobs. Stewards shall not be discriminated against by the Contractor in the performance of the duties stated herein.

The employer shall notify the Local Union prior to terminating any Shop or Job Steward, provided said Employer has been notified of the Steward's appointment as required above. The Employer agrees not to discriminate against any Steward because of the duties performed by the Steward as outlined in this Addendum. In any case a Steward's duties shall not be considered a just cause for being laid off.

In all matters involving jurisdiction of work between trades the Steward will limit his actions to calling such matters to the attention of the Local 58 Business Representatives for resolvement.

NO. 12. The Union reserves the right on behalf of its individual member not to cross the picket line of either its own or any other union in the course of their employment, and it is further agreed that in the event that such member exercises his right to refuse to cross a picket line, no disciplinary action shall be taken by the employer against such member provided that such picket line is legally established in accordance with applicable Federal and State Laws.

NO. 13. The parties agree to establish an Education and Training Fund for the prime purpose of defraying the cost of Apprentice Training and Occupational Extension Courses for Journeymen to improve the Skills needed in the industry. A Declaration of Trust shall be drawn and Trustees representing the Employers and the Union in equal number shall administer the Education Fund.

Effective 5/1/16 the Employer shall contribute the sum of Sixty-five cents ($ .65) per hour to the Local Education Fund and the following sum to the National Benefit Funds of Eighteen cents ($ .18) broken down as follows:

(a) Local 58 Education Fund Sixty cents ($ .60) Local 58 Youth to Youth ($ .05). This contribution is a result of a 5/1/91 allocation by the Local 58 membership and is remitted to the Education Fund for the Youth to Youth program.
(b) International Training Institute (ITI) twelve cents ($.12); National Energy Management Institute Committee (NEMIC) three cents ($.03); Sheet Metal Occupational Health Institute Trust (SMOHIT) two cents ($.02); Sheet Metal Workers International Scholarship Fund one cent ($.01)

The said contributions shall be submitted to the Local 58 Fund offices in such mode and manner as the Trustees shall decide. Contribution Rates may increase during the term of this agreement, as monies are allocated each year.

NO. 14. The parties to this Agreement agree to establish a joint committee (the Business Manager shall appoint the member(s) to represent the Union on the Committee) to meet periodically to discuss ways and means of improving conditions in the Sheet Metal Industry, and effecting an Equal Employment Opportunity Program. The Employers' committee shall be composed of three (3) members of the Association.

NO.15. The Trustees must agree to reassign any part of the wage increases to an employer contribution status when and if the membership of the Union desires to improve the benefit level of its Welfare, Pension, Vacation, and/or Retirement Plans.

NO.16. The Business Manager and the Employer or his representative shall arrange for a Pre-Job Conference, to establish the scope and jurisdictional assignment of the work under contract before the work is started on the job, for all jobs in the jurisdiction Local 58, as provided for in Article III, Section 1.

NO.17. (a) It is expressly agreed and included herein, for the purpose of more specifically but not by any means a limitation, that the following supplement to Article I of the Standard Form of Union Agreement shall be amended to include the handling, setting, erecting, installation, assembling, dismantling, adjustment, alteration, reconditioning, repairing, and servicing of all fans, filters of all types, blowers, sheaves, belts and guards of all kinds, plenums including prefabricated insulated casings and air chamber panels, with or without other equipment, louvers, screens, registers, grilles diffusers or all kinds, including those in connection with lighting fixtures and ceilings, dampers of all kinds, sound traps, mixing boxes, attenuators of all kinds, access doors related to air handling systems, dryers, sprayers, power and gravity ventilators, acoustical material within duct work, dust collectors and recovery systems, breeching, hoods, convector and radiator and similar enclosures and covers, with or without backs, flexible tubing and connections thereto, and all such or similar equipment involved in or in any way related to air-handling systems and to all other sheet metal work covered by this Agreement and by the Jurisdictional claims of the Sheet Metal Workers' International Association.

The Employer shall exert every possible effort to secure all work included in and covered by this Agreement. If any Employer accepts any job by contract or otherwise, and all of the work included and covered by this Agreement or considered as normally part of the job involved is not covered by this Agreement and the Union shall be free to refuse to perform any work on or for any such job and should they refuse they shall not be in violation of this Agreement.

The work jurisdiction shall also be supplemented to include (1`) convector covers (one piece), (2) convector covers for continuous wall to wall and pilaster to pilaster, (3) high pressure unit.

Each contractor agrees that the following items shall also be included as part of the work jurisdiction of the Sheet Metal Workers and as a component part of the jurisdiction described in the Standard Form of the Union Agreement pursuant to an Agreement of record between the Sheet Metal Workers' International Association and the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, AFL-CIO, dated August 31, 1956, amended January 7, 1958. The January 7, 1958 Amendment was for the purpose of clarifying Section 1, Article II of the aforesaid Agreement which consists of three sketches, namely (1) convector covers (one piece), (2) convector covers which are for continuous wall to wall pilaster to pilaster, and (3) high pressure unit.

Each contractor agrees the following items shall be included as part of the work jurisdiction of the Sheet Metal Workers and as a component part of the work jurisdiction described in the aforesaid International Agreement:

1. Convector covers and backs
2. Dampers, all types, both manual and automatic
3. Air handling equipment, to provide the necessary labor for the erection of air handling equipment
4. Louvers
5. Nesbitt bookcases or similar types
6. Ventilators

The Union agrees that notification of the above provisions shall be submitted to architects and engineers. Such notification shall be in writing.

(b) Electric Systems.

1. On all jobs where Electric Systems are installed the bidding, assignment of work and securing of all equipment under the Sheet Metal or Heating Contract shall be as outlined in No.17 (a) of this Addendum.
2. Each contractor shall secure jobs in this category as Prime Contracts whenever possible without exception.

3. If jurisdictional Agreements covering Electric Systems are in effect on a Local or National Level such agreements will be made available to all Contractors under this Agreement.

NO. 18. Nothing contained in Article X shall apply to any of the plain provisions of this Agreement specifically wage or Health and Welfare, Pension contributions, and other fringe benefit fund contributions, Union Security, and safety regulations made by the State and Federal Government for work of this type.

NO.19. This Addendum shall apply to residential Sheet Metal workers and is separately attached and signed separately by both the Union and the individual contractor where applicable.

NO.20. The parties agree that the attached form shall be signed by the employees and honored by the employer with respect to after tax deductions from wages for the Vacation Fund and for dues or work assessment.

NO.21. It is understood and agreed that with respect to the hiring of employees that the employer shall call the Union Business Manager at his office at Syracuse, New York, and give the Union the opportunity to supply such employees before seeking employees from other sources. Employers may request the referral of a specific member if the member has recently been employed by the employer and is currently receiving unemployment benefits which are being charged against the employer's experience rating.

NO.22. It is understood and agreed that should the Local Union No. 58 suspect that there may be errors by an employer in payment of wages, fringes or other contract benefits, the Local Union No. 58 may demand and the employer will supply supporting evidence of substantial compliance in writing. The Local Union No. 58 will also have the right to audit the employer's job or shop employment and/or payroll records of Local 58 members only to establish compliance with contract requirements. If errors are found, whether under payment or overpayment, the Local Union No. 58 will not charge the employer for the cost of the audit.

NO.23 NATIONAL STABILIZATION AGREEMENT OF SHEET METAL

INDUSTRY APPROVED STANDARD COLLECTIVE BARGAINING CLAUSE

The undersigned Employer and Local Union agree as follows:
The Employer shall make monthly payments of an amount equal to three (3%) of the gross earnings of each employee subject to this Agreement to the National Stabilization Agreement of Sheet Metal Industry (SASMI) Trust Fund. Gross earnings, for purposes of this Agreement, shall mean (a) total wages paid to an Employee by the Employer which are reportable by the Employee for Federal Income Tax purposes, and (b) any and all contributions paid by such Employer on behalf of the Employee to a pension and/or health and welfare fund.

The Employer agrees to adopt the National SASMI Trust as presently constituted and as the same may be amended from time to time, to be bound by all Rules and Regulations of the Plan as adopted by the Trustees, as presently existing and as the same may be amended from time to time, and to sign the Standard Participation Agreement prescribed by the Trustees as a condition of becoming a party to and participant of such Trust.

NO.24. SHIFT WORK It is agreed that when mutually agreed between the Contractor

and the Business Manager of the Union, a contractor may work on the basis of shift work for the period of time and rates agreed upon. If it is impractical for first shift to operate during regular working hours while in an occupied building, the Contractor and Business Manager or Business Agent can decide to delete the first shift and start on second.

(a) In no event, however, shall the pay and hours for such work be less than:

(1) The regular wages rate plus fifteen percent (15%) of said rate for eight (8) hours work on the second shift.

(2) The regular wage rate plus twenty-five percent (25%) of said rate for eight (8) hours work on the third shift.

(3) any hours worked past 12:00 midnight during the regular work week, regardless of the shift number and not exceeding eight (8) hours work overall, shall be paid at the rate of regular wage rate plus twenty-five percent (25%).

(b) Notification should be given 24 hours prior to shift work to employees and Business Manager.

NO.25. DUES DEDUCTION It is agreed that at the request of the Union, the employer will honor a dues deduction authorization and check-off procedure which conforms with necessary legal requirements.

NO.26. OVERTIME Saturday night shift working after 12:00 midnight, and until 8:00 A.M. Sunday, shall be paid at the rate of 1 ½ times the regular wage rate for both shop and field.

Sunday night shift working after 12:00 midnight, and until 8:00 A.M. Monday, shall be paid at the rate of 2 times the regular wage rate for both shop and field.

Sunday and Holidays shall remain double time.

NO.27. O.S.H.A. The Employer, Union and the Employees agree to abide by the provisions of the Occupational Safety and Health Act as to safety. The employer shall provide all necessary safety equipment including but not limited to: Welding Helmets, Welding Gloves, and Welding Jackets. The employer shall also provide for proper ventilitation and adequate heat in the fabrication shop.

NO.28 NON-DISCRIMINATION Both parties agree that there shall be no discrimination based on race, creed, national origin age or sex and that they shall abide by all Federal and State Laws and regulations governing such matters. The parties shall form a joint committee to assure fair employment practices.

NO.29. APPRENTICES A graduated wage scale for apprentices shall be established and maintained on the following percentage basis of the established wage rate of journeymen sheet metal workers:

Hours	Percentage
0-1,000	40%
1,001-2,000	45%
2,001-3,000	50%
3,001-4,000	55%
4,001-5,000	60%
5,001-6,000	65%
6,001-7,000	70%
7,001-8,000	75%
8,001-9,000	80%
9,001-10,000	85%

Attached is a complete schedule of Apprentice wages and Fringes.

NO. 30. MOST FAVORED NATIONS If the Union enters into a collective bargaining agreement with another party that contains terms and conditions more favorable than those contained in this agreement, then the Employer may elect to adopt that other collective bargaining agreement, after notifying the Union.

NO. 31. PREAPPRENTICE RATIO The Employer may employ pre-apprentices on the basis of one (1) pre-apprentice for every two (2) Journeymen employed by said employer, provided said employer also

employs apprentices according to the terms of his agreement based upon his normal average annual Journeyman employment, if apprentices are available in sufficient numbers. If sufficient apprentices are not available to the employer this provision shall not apply and the employer will be eligible for the above pre-apprentice ratio.

NO. 32. It is agreed that in the event a recognized holiday referred to in Article VI, Section 2 falls on a Saturday, the previous day, Friday, shall be observed as such holiday. In the event a recognized holiday falls on a Sunday, the following day, Monday, shall be observed as such holiday.

This Addenda is agreed to by the parties herein, with the understanding that said Addenda supplements and/or modified the Standard Form of Union Agreement executed on

IN WITNESS WHEREOF, the parties hereto affix their signatures and seal this

1st day of May , 2016.

CENTRAL NEW YORK SHEET METAL CONTRACTORS' ASSOCIATION, INC.

BY _____

Signature of Officer or Representative of Association of Contractor

LOCAL UNION NO.58 OF SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION

BY _____

Signature of Officer or Representative

Addendum No. 33

Addendum to CBA Adopting 2011 Alternative Schedule

The Parties, after due negotiation, hereby adopt the following Addendum to the Standard Form of Union Agreement between Central New York Sheet Metal Contractors Association, Inc. and Local Union No. 58 of Sheet Metal Workers' International Association of Sheet Metal, Air, Rail and Transportation Workers May 1, 2016 – April 30, 2021 (the "Agreement"):

This *Article/Section* relates to the Employer's obligation to contribute to the Sheet Metal Workers' National Pension Fund ("NPF" or "Fund"). The Parties have adapted the NPF's Alternative Schedule and 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 Alternative Schedule as amended from time to time. The Alternative Schedule and the Fund's Trust Document are incorporated into, and form part of, this Agreement. The Employer will increase its NPF Contribution Rate on or before the date, and in the amounts, required in the 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 Alternative Schedule in effect at the time the increases are due, 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 paid at time and one half or double time rates will be made to the Fund at one and one-half (1 ½), or two (2) times the hourly Contribution Rate respectively, unless contributions for all other funds in this Agreement are limited to straight time contributions for all hours worked. Contributions are required for vacation time, sickness, absences, and other hours for which payment is made to the employees under this Agreement unless no funds 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. The Trustees have the authority to audit the Employer's financial, payroll, wage, job or project records for determining the accuracy of contributions due to the Fund and the Employer's ability to meet its contribution obligations. If the audit reveals that inaccurate contributions or insufficient contributions have been made, the Employer agrees to pay all auditors' fees incurred in making the audit and also all legal fees and costs incurred in collecting audit fees if judicial enforcement of this provision is necessary.

4. 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. Reporting and remittance shall be done via the Fund's on-line reporting and remittance system. Failure to pay and timely file a report 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, to collect such delinquent payments, notwithstanding any other provisions of this Collective Bargaining Agreement.

The Agreement's terms continue in effect to the extent they are consistent with the 2016 Alternative Schedule.

This Addendum is entered into this 1 day of May, 2016.

Employer Association/Employer:

Central New York Sheet Metal Contractors Association, Inc.

Sign: Paul Pucciano Date: 4-13-16

For Sheet Metal Workers' International Association, Local Union No. 58

Sign: [signature] Date: 4-13-16

After signing, please send a copy to the Sheet Metal Workers' National Pension Fund, 601 North Fairfax Street, Suite 500, Alexandria, VA 22314
Attn: CBA Department, or by e-mail to apierson@smwnpf.org

Attach Exhibit A, Schedule of Contribution Rate Increases under the 2011 Alternative Schedule Attach B, Letter of Understanding between the parties, regarding increased Pension Fund Contributions.