AGREEMENT

between

THE FORT WAYNE AREA SHEET METAL CONTRACTORS' ASSOCIATION, INC.

and

LOCAL UNION NO. 20 OF THE

INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL AND TRANSPORTATION WORKERS (SMART)

SHEET METAL | AIR | RAIL | TRANSPORTATION

SMART®

STANDARD FORM OF UNION AGREEMENT

July 1, 2017 through June 30, 2020

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

Agreement entered into this First Day of July, 2017, by and between the Fort Wayne Area Sheet Metal Contractors' Association, Inc., and each business establishment individually, whether represented by a contractor association or not, hereinafter referred to as the Employer, and Local Union No. 20 of the International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART), hereinafter referred to as the union for Adams, Allen, Blackford, Cass, DeKalb, Grant, Howard, Huntington, Jay, LaGrange, Miami, Noble, Steuben, Wabash, Wells, and Whitley Counties of Indiana.

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 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 the International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART).

See Addendum I.

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.

See Addendum II.

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.

See Addendum III.

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.

See Addendum IV.

ARTICLE V

SECTION 1. Subject to the provisions of the Labor Management Relations Act, 1947, as amended, it shall be a condition of their employment that all employees covered by this Agreement who are members of the Union in good standing on the date of execution of this Agreement shall remain members in good standing during the period of their employment; and those who are not members of the Union on the date of execution of this Agreement shall, on the 30th day following execution of this Agreement, become and remain members of the Union while employed by the Employer and covered by this Agreement. It shall also be a condition of employment hereunder that all employees covered by this Agreement shall, on or after the 30th day following the employee's first employment by the Employer become and remain members of the Union throughout the period of their employment with the Employer.

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 provisions is lawful only after compliance with certain conditions precedent, this Article shall be deemed to take effect as to involved employees immediately upon compliance with such conditions.

SECTION 4. The Employer agrees to deduct Union dues, assessment or service fees (excluding fines and initiation fees) from each week's pay of those employees who have

authorized such deductions in writing, irrespective of whether they are Union members. Not later than the twentieth (20th) 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.

See Addendum V.

ARTICLE VI

SECTION 1. The regular working day shall consist of eight (8) hours labor in the shop or on the jobsite 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. 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.

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.

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, Day after Thanksgiving, Christmas Day, or days locally observed as such and Sunday shall be recognized as holidays. All work performed on holidays shall be paid as follows: (when any one of the above falls on a Saturday, the preceding Friday shall be recognized as a work week holiday, and when any one of the above days falls on a Sunday, the following Monday shall be recognized as a work week holiday), and Sunday shall be recognized as holidays. Federally recognized Veterans Day is not a holiday and will not be a required working day. All work performed on holidays shall be paid at double the regular hourly rate. Work performed on Saturdays shall be paid as follows: Up to ten (10) hours of work performed on Saturday shall be paid at one and one-half (1-1/2) times the regular hourly rate. All work over ten (10) hours performed on Saturdays shall be at two (2) times the regular hourly rate.

SECTION 3. It is agreed that all work performed outside 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 to 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.

See Addendum VI.

ARTICLE VII

SECTION 1. When employed in a shop or on a job within the limits of (see Addendum VII) employees shall be governed by 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 the transportation for themselves which will assure their arrival at the limits specified in SECTION 1 of this Article at the 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 foregoing method, travel expenses 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.

See Addendum VII.

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 (See Addendum VIII) per hour, except as hereinafter specified in SECTION 2 of this Article.

SECTION 2. On all work specified in Article I of this Agreement, fabricated and/or assembled by journeymen, 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 the International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART), 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 of the SFUA.

SECTION 5. Except as provided in sections 2 and 6 of this Article, the Employer agrees that journeyman, 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 the Agreement to be performed outside of the area covered by this Agreement and within the area covered by another Agreement with another local union affiliated with the International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART), and qualified sheet metal workers are available in such area, the Employer may send no more than two (2) sheet metal workers per job into such area to perform any work which the Employer deems necessary, both of whom shall be from the Employer's home jurisdiction. All additional sheet metal workers shall come from the area in which the work is to be performed. Journeymen sheet metal workers covered by this Agreement who are sent outside of the area covered by this Agreement shall be paid at least the established minimum wage scale specified in SECTION 1 of this Article but in no case less than the established wage scale of the local Agreement covering the territory in which such work is performed or supervised, plus all necessary transportation, travel time, board and expenses while employed in that area, and the Employer shall be otherwise governed by the established working conditions of that local Agreement. If employees are sent into an area where there is no local Agreement of the International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART) covering the area then the minimum conditions of the home local union shall apply.

SECTION 7. In applying the provisions of SECTION 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 the employees working temporarily outside of 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 weekly in the shop or on the job at or before quitting time on Friday of each week and no more than two (2) day's 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 ($0.09) 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 twentieth (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 Fort Wayne Area Sheet Metal Contractors Association Industry Fund.

(c). The IFUS shall submit to the International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART) not less often than semi-annually written reports describing accurately and in reasonable detail, the nature of activities in which it is engaged or which it supports directly or indirectly with any of its funds. One time per year, the IFUS shall include in such written report a financial statement attested to by a certified public accountant containing its balance sheet and detailed statement of annual receipts and disbursements. Further specific detailed information in regard to IFUS activities or its receipts and/or expenditures shall be furnished to the International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART) 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 International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART) 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 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 Fort Wayne Area Sheet Metal Contractors Association Industry Fund (the Local Industry Fund), thirty-one ($0.31) cents 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 monthly on or before the twentieth (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 the Local Industry Fund activities or its receipts and/or disbursements shall be furnished to the Business Manager of the Union upon 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 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 shall 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. In the event that such hourly contribution rate is changed during the term of this Agreement, such change shall become effective during the next anniversary date of this Agreement. Payment shall be made on or before the twentieth (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 electronically through the National Benefit Funds.

Effective as of the date of this Agreement the Employers shall 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. In the event that such hourly contribution rate is changed during the term of this Agreement, such change shall become effective during the next anniversary date of this Agreement. Payment shall be made on or before the twentieth (20th) day of the succeeding month and shall be remitted as designated by the Trustees of the NEMIC, or for purposes of collection and transmittal electronically through the National Benefit Funds.

Effective as of the date of this Agreement the Employers shall 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. In the event that such hourly contribution rate is changed during the term of this Agreement, such change shall become effective during the next anniversary date of this Agreement. Payment shall be made on or before the twentieth (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 electronically through the National Benefits Funds.

The parties authorize the trustees of all National Funds (as defined below) to cooperatively establish uniform collection procedures to provide for efficient and effective operation of the various National Funds. The parties recognize that the National Funds can receive and process contribution reports and remittances electronically. The parties agree to encourage employers to utilize the electronic reporting and remittance system.

The parties agree to be bound by, and act in accordance with, the respective Plan Documents, Agreements and Declarations of Trusts and/or Trust Documents establishing or governing the International Training Institute for the Sheet Metal and Air Conditioning Industry, and the National Energy Management Institute Committee, the Sheet Metal Occupational Health Institute Trust (SMOHIT), and the Industry Fund of the United States and to the extent that this Agreement requires contributions to the following funds, the Sheet metal Workers' national Pension Fund, National Stabilization Agreement of the Sheet metal Industry Trust Fund, Sheet Metal Workers' National Health Fund, Sheet Metal Workers' International Association Scholarship Fund, Sheet Metal Workers' National Supplemental Savings Plan (collectively, "National Funds"), as applicable and the separate agreements and declarations of trusts of all other local or national programs and benefit plans 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 or plan documents 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 three days notice of such delinquency by the trustees. The withdrawal of such employees from the service of the Employer shall not constitute a violation of any provisions of this Agreement.

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 International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART), 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 forty-eight (48) consecutive months.

SECTION 18. The Employer and the Union recognize that, during the term of this Agreement, the Sheet Metal Workers' National Pension Fund (NPF) will notify the parties of the Fund's status under the Pension Protection Act of 2006. It is anticipated that the Fund will be in critical status. Consequently, the Employer and the Union further recognize that a surcharge may be imposed upon contributions to the Fund, and that the Fund may adopt a rehabilitation plan, incorporating alternative schedules of benefits and contributions, during the term of this Agreement.

The parties agree that a schedule described above will be deemed to be adopted automatically if, in accordance with this Agreement, the Union allocates or reallocates a portion of the wage and fringe-benefit package, or where the agreement provides for an automatic allocation or reallocation of the wage and fringe-benefit package, that is sufficient to cover fully any increases in contribution rates to the NPF under that schedule.

It is undesirable to pay a surcharge upon pension contributions, with no resulting improvement in pension benefits. Accordingly, in the absence of a reallocation as provided above, at such time as the Trustees of the Fund furnish the Employer and the Union with alternative schedules as provided above, either party may re-open this Agreement upon thirty days written notice to the other, for the purpose of reaching agreement upon the adoption of one of those schedules. During the negotiations, the parties shall give due recognition to the desirability of maintaining pension benefits in light of economic conditions in the local area.

The parties agree further that the schedule described above will become part of this Agreement, and will be incorporated by reference herein, on the date the schedule is adopted or is deemed to have been adopted automatically in accordance with the terms above. The parties will not take any action or actions inconsistent with the NPF's Rehabilitation Plan or Funding Improvement Plan of which the schedule is a part, as modified or amended from time-to-time.

See Addendum VIII.

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.

See Addendum IX.

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

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

SECTION 3. Grievances not disposed of under the procedure prescribed in Section 2 of this Article, because of a deadlock or failure of such Board to act, may be appealed jointly or by either party to a Panel, consisting of one (1) representative appointed by the Labor Co-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 the International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART) 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, and 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, damages, or other compensation.

SECTION 6. In the event of non-compliance within thirty (30) calendar days following the mailing of 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 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.

***All correspondence to the National Joint Adjustment Board shall be sent to the following address: National Joint Adjustment Board, P.O. Box 220956, Chantilly, Virginia 20153-0956 or 4201 Lafayette Center Drive, Chantilly, Virginia 20151-1219.**

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-Chairman 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 International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART), the Sheet Metal and Air Conditioning Contractors' National Association, Inc. and their representatives, are functioning as arbitrators and not as the representative of any entity that is party to such dispute. Therefore, they shall enjoy all the rights, privileges, and immunities afforded to arbitrators under applicable law.

See Addendum X.

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 four (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 experiences 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 an Educational 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 Educational Loan Agreement, the Local JATC shall be prohibited from utilizing International Training Institute materials and programs.

SECTION 4. It is hereby agreed that the Employers 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 journeyman.

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.

First Year	First half	45%	-	Second half	50%
Second Year	First half	55%	-	Second half	60%
Third Year	First half	65%	-	Second half	65%
Fourth Year	First half	70%	-	Second half	75%
Fifth Year	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 day school apprenticeship training is preferable to night-schooling and urge the Joint Apprenticeship and Training Committee to continue day school 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.

See Addendum XI.

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 a 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 two (2) year unless the preapprentice has been found to be qualified as an applicant by the JATC.

The wage scale for a preapprentice shall be a minimum of thirty percent (30%) of the wage rate for journeyman 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.

See Addendum XII.

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.

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 fifty percent (50%) 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. Fort Wayne Area Sheet Metal Contractors' Association, Inc., 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 I through XVII attached hereto shall become effective on the first day of July 2017 and remain in full force and effect until the thirtieth day of June 2020, 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, the 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 Fort Wayne Area 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 fifty (150) days prior to the then current expiration dates of this Agreement.

In witness whereof, the parties hereto affix their signatures and seal this first (1st) day of July 2017.

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 NONUNION 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 International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART) and the Sheet Metal and Air Conditioning Contractors' National Association, Inc. In establishing such a recommended contract form, neither the International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART), 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 International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART) 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.

SIGNED: FORT WAYNE AREA SHEET METAL CONTRACTORS ASSOCIATION, INC.

BY:	B. A. Romines Sheet Metal	Brent Romines
BY:	Bott Mechanical Company Inc.	Lisa Bott
BY:	Bright Sheet Metal Co., Inc.	Phil Meyers
BY:	S.W. Watkins LTD. DBA Dirig Sheet Metal	Stanley Watkins
BY:	Graves Sheet Metal Company, Inc.	Charles Graves
BY:	Grice Engineering	Jason Grice
BY:	HM White	Christopher Hulbert
BY:	Industrial Maintenance Specialist, Inc.	Ronda Jones
BY:	JK ICE Ventures, Inc.	Kenneth W. Wilson
BY:	J-N Sheet Metal Company	Nancy Galuoppo
BY:	JTD Spiral	Daniel T. Morris
BY:	McGuff Supply, Inc.	Peter Kuzma
BY:	Morris Sheet Metal	James R. Morris

SIGNED BY:

FT. WAYNE AREA CONTRACTOR'S ASSOCIATION	**INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL AND TRANSPORTATION WORKERS (SMART) LOCAL UNION NO. 20**
James R. Morris, President	J. Scott Parks, Business Manager, Financial Secretary/Treasurer
	Darryl E. Esterline, Business Representative Ft. Wayne Area

ADDENDUM I
Ref: Article I

SECTION 1. Employer Qualifications

(a). Unemployment Insurance. The Employer agrees to carry Unemployment Insurance regardless of the number of men he employs. All unemployment compensation payments are to be filed with the Indiana Employment Security Division.

(b). Workmen Compensation Insurance. The Employer shall carry Workmen's Compensation Insurance on all employees and shall furnish the Union with a certificate indicating such coverage. Such certificate shall be current and shall be furnished to the Union at least annually. The failure to carry Workmen's Compensation, and to furnish the Union with a Certificate shall be grounds for immediate cancellation of the agreement on the part of the Union by giving a 72-hour written notice to the Employer. All workmen shall promptly report all accidents to the Employer in accordance with the requirements of insurance companies and the State Industrial Board. An employee injured on the job shall not suffer any loss of pay for the necessary doctor/hospital visits on the day the injury occurred.

If at any time during the term of this Agreement, assuming both parties to this Agreement desire to do so, it will be deemed permissible to enter into a "collectively bargained Workman's Compensation Insurance Program" in lieu of the insurance coverage specified above in paragraph 1, of Section 1(b) of this Addendum.

(c). Each Employer signatory to this Agreement agrees to maintain a place of business in accordance with applicable zoning regulations for his type of operation and agrees to maintain proper and safe equipment necessary for his particular operation. He further agrees to maintain all licenses required by state, Federal, and municipal governments, which are pertinent to his business.

(d). The parties understand that it is an impossible task to spell out in complete detail the work of the bargaining unit. Accordingly, even though specific work may not be specifically spelled out, it will nevertheless be considered as and treated as part of the bargaining unit work if it has been traditionally performed by bargaining unit employees and this shall apply irrespective of any new methods, processes or materials which are used as a substitute for other methods of performing the work. In such latter instance the work shall nevertheless be considered bargaining unit work.

SECTION 3. Business Agent's Access to Premises

(a). The authorized Union Representative shall be allowed entry into the Employer's shop at all times that work is in progress, breaks, and lunch-time. Entry shall be at the Union Representative's discretion with Employer notified at the time of entry.

SECTION 4. Recognition Clause for a 9(a) Collective Bargaining Agreement under the National Labor Relations Act.

Inasmuch as the Union has submitted proof and the Employer's bargaining representative is satisfied that the Union represents a majority of its employees in the bargaining unit described herein, the representative recognizes the Union as the exclusive collective bargaining agent for all employees within that bargaining unit, on all present and future jobsites within the jurisdiction of the Union, unless and until such time as the Union loses its status as the employee's exclusive representative as a result of an NLRB election requested by the employees. However, in the event a petition is filed with the NLRB, either before or after the expiration of this Agreement, the Union and the Employer (including any Employer assenting to this Agreement subsequent to its effective date) agree that the appropriate bargaining unit shall consist of all employees of all Employers signatory to this Agreement.

ADDENDUM II

Ref: Article II

SECTION 2(a). Integrity Clause: A "bad-faith employer" for purposes of this Agreement is an Employer that itself, or through a person or persons subject to an owner's control, has ownership interests (other than a non-controlling interest in a corporation whose stock is publicly traded) in any Business entity that engages in work within the scope of SFUA Article I hereinabove using employees whose wage package, hours, and working conditions are inferior to those prescribed in this Agreement or, if such business entity is located or operating in another area, inferior to those prescribed in the Agreement of the sister local union affiliated with the International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART), AFL-CIO in that area.

(b). An Employer is also a "bad-faith employer" when it is owned by another business entity as its direct subsidiary of any other subsidiary within the corporate structure thereof through a parent-subsidiary and/or holding-company relationship, and any other business entity within such corporate structure is engaging in work within the scope of SFUA Article I hereinabove using employees whose wage package, hours, and working conditions are inferior to those prescribed in this Agreement or, if such business entity is located or operating in another area, inferior to those prescribed in the Agreement of the sister local union affiliated with the International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART), AFL-CIO in that area.

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

(d). In the event any Employer signatory to or bound by this Agreement shall be guilty of fraudulent conduct as defined above, such Employer shall be liable to the Union for liquidated damages at the rate of $500.00 per calendar day from the date of failure to notify the

Union until the date on which the Employer gives notice to the Union. The claim for liquidated damages shall be processed as grievance in accordance with, and within the limits prescribed by, the provisions of SFUA Article X.

SECTION 3(a). Work Preservation Clause: The Employer agrees that no evasion of the terms, requirements, and provisions of this Agreement will take place by the setting up of another business to do work covered by this Agreement, or in any other way attempt to or actually evade or nullify responsibility hereunder. If and when the Employer shall perform any work of the type prohibited by SECTION 2, hereof, the terms and conditions of this Agreement shall be applicable to all such work.

(b). In the event that the conditions set forth in the paragraph above are met but the Agreement is not deemed applicable to the non-signatory entity, then the Employer shall be liable to the Union for all damages incurred.

SECTION 4(a). Management Rights: Employer and Union agree that the Employer shall, at all times during the term of this Agreement, retain the sole and exclusive right to manage the affairs of its business and to direct its employees in the performance of their duties. Such management rights shall include but are not limited to: the right to plan, direct, and control operations; the right to determine the amount of work needed, to change or modify schedules and working hours, to assign work, to assign foremen, to establish and adjust shifts, and to require overtime when necessary to meet the customer's requirements; the right to transfer or subcontract work; the right to establish reasonable work rules and regulations for the purposes of increasing efficiency, including rules for attendance, health and safety, dress, use of cell phones, smoking, appearance, and behavior/conduct; and the right to hire employees, transfer employees, suspend employees, lay off employees, and discharge employees for just cause. This list of specific management rights shall not restrict or be construed as a waiver of any of the management rights not listed, except for those management rights that are specifically restricted by other provisions of this Agreement or by the National Labor Relations Act.

ADDENDUM III

Ref: Article III, Section I

SECTION 1. Work to Be Performed Statement can be found in the Referral Agreement under ADDENDUM II, Ref: Article II, SECTION 1 (Effective March 13, 2012).

SECTION 2. The Employer agrees to complete a "Report of Construction Contractor's Wage Rates" – Form WD-10 – as provided by the U.S. Department of Labor, for all jobs and provide the Union with a copy of same. WD-10 – Report of Construction Contractor's Wage Rates can be found in the Referral Agreement under ADDENDUM II, Ref: Article II SECTION 2 (Effective March 13, 2014).

ADDENDUM IV
Ref: Article IV

SECTION 1(a). Lay Off: Employer to notify the member, no later than one (1) hour prior to layoff. Members shall be given an opportunity to make contact for other employment at this time. Also, the last one (1) hour of layoff day, Members shall have an opportunity to prepare themselves for employment and must be paid in full via written check at that time of lay-off, or via direct deposit, with funds available the next day. Employee shall be provided pay stub to show direct deposit has been submitted day of lay off.

SECTION 1(b). When an Employer is to reduce their workforce in any manner, the Employer will make every effort to call the Union Hall and report the number of the member(s) to be laid off the day prior to the layoff.

SECTION 2(a). When an employee is going to be sent to a maintenance agreement jobsite, the Employer and the Union will make every effort to notify the member one (1) day in advance that he is going to be sent to the project.

SECTION 2(b). When an Employer requires employees to use a time card, clock or other time checking device, the employee shall be allowed five (5) minutes on company time in which to check out.

SECTION 2(c). The Union will keep a list of members who will be employed and stay employed at 80% of journeyman's rate to use as Resolution 78 help for jobs requesting such help.

SECTION 3. The Employer shall hire from the unemployed list of the jurisdictional area as described by this Agreement.

3(a). The Employer reserves the right to hire any unemployed person whose name is on the unemployed list.

3(b). No member will be employed without a referral slip from the local Union office.

ADDENDUM V
Ref: Article V

SECTION 1(a). Working Dues Check-Off: The Employer agrees to deduct, for the period of this Agreement and upon receipt of written authorization from each employee of the Employer, from the net wages of each employee, initiating such authorization, the sum specified through the written authorization for a working dues check off. It is clearly understood that the sum per payroll hour's deduction is in addition to the member's regular dues. (All such monies thus withheld shall be deposited bi-weekly for withholding at the depository designated by the Local Union. All such monies deposited will be credited by the depository to Local Union No. 20 Account.) The Union shall indemnify and save the Employer harmless against any and all claims, demands, lawsuits or other forms of liability that

may arise out of or by reason of action taken by the Employer in making payroll deductions as herein provided.

Effective July 1, 2014, all Working Dues Check-off payments shall be paid on a bi-weekly basis for every hour worked the preceding week for each employee covered by this Agreement.

The parties recognize that during the term of this Agreement, the Sheet Metal Workers Local 20 Health & Benefit Fund (Fund Office) could acquire the capability to receive and process contribution reports and remittances electronically. In that event, the parties agree that, after training in the process has been offered to the Employer, the Fund Office may require that reports and remittances be submitted electronically.

SECTION 4(a). With reference to this Agreement, no discrimination shall be exercised by an Employer or Union party to this Agreement with regard to race, creed, sex, age, or ethnic background.

The parties to this Agreement agree to fully comply with all of the provisions of Title VII of the Civil Rights Act of 1964, Presidential Executive Order 11246 and the Indiana Fair Employment Practices Act with respect to selection, training and employment of apprentices and trainees; to the referral practices in connections with applicants for employment; and to all employment practices; including job promotion and working conditions with respect to all workers and supervisory employees, to the end that no discrimination shall be practiced in respect to age, sex, relation, race, color, mental or physical handicap, or national origin. This also includes veterans (Vietnam era, etc.)

As used in this document, the terms "he", "his" or similar masculine pronouns shall be construed to include the feminine alternatives of such pronouns. Such terms are used solely for grammatical purposes and shall not be construed to limit this contract or its application on the basis of sex, race, national origin or any other classifications.

(b). Picketing: The Employer agrees that it shall not be a violation of any term, provisions or requirement of this Agreement if employees covered by this Agreement refuse to cross or work behind any legal picket line established by any bona-fide union, provided the strike, or picket line is authorized or sanctioned by the Union involved or by the International Union of the Union that called the strike or established the picket line or is authorized or sanctioned by a Central Labor, Building and Construction Trades, Metal Trades, or other recognized Council of Unions having jurisdiction of the area involved. No employee covered by this Agreement shall be requested or required to perform any work operations that were being performed by persons on strike.

ADDENDUM VI

Ref: Article VI

SECTION 1(a). The regular working day shall consist of eight (8) previously established hours between 7:00 A.M. and 5:30 P.M. and the standard working week shall

consist of five (5) consecutive eight (8) hour days beginning with Monday and ending with Friday of each week.

(1) Rest Breaks

The Employer agrees to provide two (2) rest breaks per day: One (1) to be scheduled in the morning and one (1) to be scheduled in the afternoon. Breaks shall be limited to ten (10) minutes duration. In the event work is performed more than eight (8) hours, in a day, one (1) additional rest break per every two (2) hours worked will be provided. These are paid rest breaks and are in addition to the normal thirty (30) minute lunch break. Breaks will be taken in close proximity of the work area.

(b). In the event a job in the field is shut down during the standard work week for reasons beyond the control of the Employer, the Employer may, with the consent of the Union and the employees involved, extend the work week or work day up to ten (10) hours, in order that the employee has a full forty (40) hour week and construction progress may be maintained. Work performed during such extended workweek, or workday, which excludes Saturday and Sunday, shall be paid at straight-time hourly rates up to forty (40) hours.

(c). Except as provided, all work performed outside of the standard work week or more than eight (8) hours in any one (1) day, or more than forty (40) hours in any one (1) week, shall be paid at time and one-half (1½) except for Sundays, holidays, and work in excess of ten (10) hours in any one (1) day shall be paid at two (2) times the regular hourly rate. Work performed on Saturday shall be paid as follows: Up to ten (10) hours of work performed on Saturday shall be paid at one and one-half (1½) times the regular hourly rate. All work over ten (10) hours performed on Saturday shall be paid at two (2) times the regular hourly rate.

(d). Starting Time: An early starting time may be used to avoid excessive afternoon temperatures. This early starting time is to be used when mutually agreed upon by Employer, and employees, and Union Business Representative.

SECTION 2(a). New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day or days locally observed as such (when any one of the above falls on a Saturday the preceding Friday shall be recognized as a work week holiday, and when any one of the above days falls on a Sunday the following Monday shall be recognized as a work week holiday), and Sunday shall be recognized as holidays. Federally recognized Veterans Day is not a holiday and will not be a required working day.

The company will allow the employees to report to work one (1) hour late or leave one (1) hour early for the purpose of voting on "Election Day." "Election Day" meaning the day of any primary or general election held in Indiana. This shall be a non-compensated hour.

All work performed on holidays shall be paid at double the regular hourly rate.

SECTION 3(a). Shift Work: The Business Manager or Business Agent of Local No. 20 shall be notified when shift work will be performed. If the employer fails to notify the

Business Manager or Business Agent within 24 hours of shift work beginning, pay will be determined in accordance to collective bargaining agreement.

(b). If the shift is necessary, it will be recorded in the Union office as shift work job.

No employee shall be required to work at nights unless at least eight (8) hours will have elapsed between his day work assignment and the night work assignment.

No employee shall suffer a loss of working pay as a result of shift work that would reduce his working pay below forty (40) hours for the week.

(c). Shift work shall consist of eight (8) consecutive hours, and the hourly rate for shift work shall be 1.10 times the regular hourly rate in the field and $3.00 (10% of the base wage for July 1, 2017, maintained throughout the term of the Agreement), plus the regular hourly rate in the shop, with double time being the maximum pay. Apprentices, Pre-Apprentices, Classified Workers and other classifications will be paid on a percentage of the $3.00, based on their current base wage.

During the regular work week two (2) consecutive hours worked in conjunction with the shift work hours shall be paid at one and one-half (1½) times the shift work hourly rate. All other hours worked in conjunction with the shift work shall be paid at two (2) times the regular hourly rate.

(d). After any employee works eight (8) hours and continues to work without having a minimum of eight (8) hours between shifts and goes into overtime pay, his overtime pay will continue and all continuous work will be established overtime rate and will not revert back to straight time until a minimum of eight (8) hours have elapsed.

ADDENDUM VII

Ref: Article VII

SECTION 1(a). In Area Travel Expense: If the job is within a thirty (30) mile radius of the Employer's shop or the employee's residence (whichever is closer to the job) no mileage shall be paid. If the job is outside the thirty (30) mile radius, mileage shall be paid from the shop of the Employer or the employee's residence (whichever is closer to the job) less the thirty (30) mile free zone each way. Mileage shall be paid at the per mile rate allowable by the Internal Revenue Service.

(b). Parking: The Employer will pay up to fifteen dollars ($15.00) per day for parking unless parking is provided. Parking receipt shall be provided in order to collect.

SECTION 2(a). Out Of Area Travel Expense: On all projects outside the geographical jurisdiction of Local No. 20, the employee shall be paid a travel allowance of ninety ($90.00) dollars per work day plus one round trip per job at the per mile rate allowable by the Internal Revenue Service. Mileage shall be paid from the shop of the Employer or from the employee's residence (whichever is closer to the jobsite) to the job less the thirty (30) mile free zone each way.

The employee shall be at the job at starting time and he shall not leave until quitting time.

(b). On all projects within a radius of eighty (80) miles from the Employer's shop or the employee's residence (whichever is closer to the jobsite), the Employer is to pay each employee in Local Union No. 20, the per mile rate allowable by the Internal Revenue Service, each way per day worked for a car expense, less the thirty (30) mile expense free zone.

(c). On all projects outside the eighty (80) mile radius, the employee will be reimbursed at ninety ($90.00) dollars per day worked plus one round-trip per job. In no case shall travel expense be less than that paid by the local agreement in which the project is located. If the job requires the employee to be away from the jobsite for a period of five (5) consecutive workdays, one (1) additional round trip per incident shall be paid.

(d). Also, if the sheet metal worker comes home on weekends, he shall travel on his own time, and be back to his job on Monday morning at starting time.

(e). The Employer shall have the option to pay mileage in lieu of ninety ($90.00) dollars per diem.

(f). For contractors who have an established place of business outside the jurisdictional area of Local 20 (Fort Wayne Area), travel expenses shall be the same as stated in ARTICLE VII, Section 2. The starting point for calculating mileage shall be Sheet Metal Workers' Local Union No. 20 Union Hall, 3019 Waynewood Drive, Fort Wayne, IN 46899, or employee's residence, whichever is closer.

SECTION 3(a). Transportation Furnished by Employer:

1. Mileage is eliminated in all cases.

2. If employee travels outside regular working hours, they shall be paid their straight time hourly rate, less benefits, going to and from the jobsite at the rate of fifty (50) miles per hour (less the 50-mile free zone).

ADDENDUM VIII
Ref: Article VIII

Fort Wayne Area Wage Rates: Journeyman (A)

SECTION 1(a).

Effective	*07/1/17**	*07/1/18***	*07/1/19****
Base Rate	*$30.00*		
*****401 (a) Plan*	*.30*		
Journeyman Working Dues Check-off (Deduct)	*(1.82)*		
Health & Welfare	*9.15*		
National Pension	*12.38*		
S.A.S.M.I. (3%)	*1.56*		
SUBTOTAL	*$53.39*		
Local Education	*.89*		
International Training Institute ($0.12), NEMIC ($0.03), SMOHIT ($0.02) and Scholarship Fund ($0.01)	*.18*		
Industry Fund	*.31*		
IUCSAT	*.08*		
LMCC	*.03*		
TOTAL WAGE PACKAGE	*$54.88*	*$56.28*	*$57.58*

**Effective July 1,2017 - $1.75*
***Effective July 1,2018 - $1.40*
****Effective July 1,2019 - $1.30*

****Effective July 1, 2017, the 401(a) contribution rate for Journeyman A may increase as a result of periodic allocations. If there is an increase to the Journeyman A, then Journeyman B, C, D, E and F will also increase according to the amount allocated to Journeyman A.

NOTE: There is a voluntary after tax deduction to the Federal Credit Union and Savings Plan of a minimum of forty-five ($0.45) per hour worked for each first-year apprentice and a minimum of ninety cents ($0.90) per hour worked for all other members covered by this Agreement.

Voluntary PAL per Addendum VIII, SECTION 9(a), at up to $0.05 cents per hour worked. The following classifications of Journeyman (B - F) indicate taxable wages for a Journeyman electing to have a higher 401(a) contribution level. All other fringes are the same as for Journeyman (A) above.

JOURNEYMAN (B)	EFFECTIVE 07/01/17
Taxable Wage	$29.00
Overtime Wage (x 1.5)	$44.00
Overtime Wage (x 2)	$59.00
401 (a) Plan	$ 1.30

JOURNEYMAN (C)	EFFECTIVE 07/01/17
Taxable Wage	$28.00
Overtime Wage (x 1.5)	$43.00
Overtime Wage (x 2)	$58.00
401 (a) Plan	$ 2.30

JOURNEYMAN (D)	EFFECTIVE 07/01/17
Taxable Wage	$27.00
Overtime Wage (x 1.5)	$42.00
Overtime Wage (x 2)	$57.00
401 (a) Plan	$ 3.30

JOURNEYMAN (E)	EFFECTIVE 07/01/17
Taxable Wage	$26.00
Overtime Wage (x 1.5)	$41.00
Overtime Wage (x 2)	$56.00
401 (a) Plan	$ 4.30

JOURNEYMAN (F)	EFFECTIVE 07/01/17
Taxable Wage	$25.00
Overtime Wage (x 1.5)	$40.00
Overtime Wage (x 2)	$55.00
401 (a) Plan	$ 5.30

NOTE: First through fifth year Apprentice contribution rate for 401(a) is twenty ($0.20) cents per hour.

All apprentices may elect to have a higher 401(a) contribution level as indicated below.

The following classifications of Apprentice (B) indicate taxable wages for an Apprentice electing to have a higher 401(a) contribution level.

APPRENTICE (B) PERIOD 1	EFFECTIVE 07/01/17
Taxable Wage	$12.50
Overtime Wage (x 1.5)	$19.25
Overtime Wage (x 2)	$26.00
401 (a) Plan	$ 1.20

APPRENTICE (B) PERIOD 2	EFFECTIVE 07/01/17
Taxable Wage	$14.00
Overtime Wage (x 1.5)	$21.50
Overtime Wage (x 2)	$29.00
401 (a) Plan	$ 1.20

APPRENTICE (B) PERIOD 3	EFFECTIVE 07/01/17
Taxable Wage	$15.50
Overtime Wage (x 1.5)	$23.75
Overtime Wage (x 2)	$32.00
401 (a) Plan	$ 1.20

APPRENTICE (B) PERIOD 4	EFFECTIVE 07/01/17
Taxable Wage	$17.00
Overtime Wage (x 1.5)	$26.00
Overtime Wage (x 2)	$35.00
401 (a) Plan	$ 1.20

APPRENTICE (B) PERIOD 5	EFFECTIVE 07/01/17
Taxable Wage	$18.50
Overtime Wage (x 1.5)	$28.25
Overtime Wage (x 2)	$38.00
401 (a) Plan	$ 1.20

APPRENTICE (B) PERIOD 6	EFFECTIVE 07/01/17
Taxable Wage	$18.50
Overtime Wage (x 1.5)	$28.25
Overtime Wage (x 2)	$38.00
401 (a) Plan	$ 1.20

APPRENTICE (B) PERIOD 7	EFFECTIVE 07/01/17
Taxable Wage	$20.00
Overtime Wage (x 1.5)	$30.50
Overtime Wage (x 2)	$41.00
401 (a) Plan	$ 1.20

APPRENTICE (B) PERIOD 8	EFFECTIVE 07/01/17
Taxable Wage	$21.50
Overtime Wage (x 1.5)	$32.75
Overtime Wage (x 2)	$44.00
401 (a) Plan	$ 1.20

APPRENTICE (B) PERIOD 9	EFFECTIVE 07/01/17
Taxable Wage	$23.00
Overtime Wage (x 1.5)	$35.00
Overtime Wage (x 2)	$47.00
401 (a) Plan	$ 1.20

APPRENTICE (B) PERIOD 10	EFFECTIVE 07/01/17
Taxable Wage	$24.50
Overtime Wage (x 1.5)	$37.25
Overtime Wage (x 2)	$50.00
401 (a) Plan	$ 1.20

SECTION (b). The mandatory appointment of General Foreman and additional Foremen for jobs on which larger numbers of men are employed are as follows:

Jobsite Foreman pay will be:

4 to 8 men.....$1.75 above Journeyman Scale.

9 to 18 men....One at $2.10 above Journeyman Scale and
One at $1.50 above Journeyman Scale.

19 and over... One at $2.75 above Journeyman Scale and
One at $1.50 above Journeyman Scale for
each six (6) men added above eleven (11)

(1). The appointment of the foreman shall be the responsibility of the Employer. Only one (1) foreman is required in the shop.

SECTION 1(c). On all jobs employing five (5) or more employees, one Local # 20 (Fort Wayne Area) journeyman shall be designated as a working foreman by the Employer and receive foreman's pay at $1.75 over the journeyman rate.

SECTION 2(a) (1). HEALTH & WELFARE PLAN:

Each Employer shall pay to the Health & Welfare Plan, or its successor, for each employee covered by this Agreement, Health & Welfare payment in accordance with Article VIII, SECTION 1 and Article XI, SECTION 5, of this labor agreement, all Health & Welfare payments shall be mailed out on or before the twentieth (20th) day of each month for this time and hours worked for the preceding month.

Increase by $0.60 to $9.15 total for the first year.

(2). It is agreed that all employees in the collective bargaining unit shall participate in the Sheet Metal Workers' Local Union No. 20 Health & Welfare Fund, the Trust Agreement of which, as amended and restated from time to time, is incorporated herein by reference and made a part of this Agreement.

(3). The Employer agrees to pay the amount specified in Article VIII, SECTION 1(a), of this Addendum for "Health & Welfare" for each hour worked by or paid to its employees covered by this Agreement, including all non-bargaining unit work and bargaining unit work into the Sheet Metal Workers' Local Union No. 20 Health & Welfare Fund, at the depository designated by the Trustees of the Health & Welfare Fund, on or before the twentieth (20th) day of each month for work performed during the preceding month.

The parties recognize that during the term of this Agreement, the Sheet Metal Workers Local 20 Health & Benefit Fund (Fund Office) could acquire the capability to receive and process contribution reports and remittances electronically. In that event, the parties agree that, after training in the process has been offered to the Employer, the Fund Office may require that reports and remittances be submitted electronically.

(b). NATIONAL PENSION FUND, PLAN A:

It is agreed that all journeyman, apprentices, preapprentices, and classified workers in the Collective Bargaining unit shall participate in the Sheet Metal Workers' National Pension and the Employer agrees to deposit the amounts as follows:

1. Contributions for journeyman shall be made for each hour or part of an hour worked at the rate specified in Addendum VIII, SECTION 1(a).

2. Contributions for apprentices and classified workers shall be made for each hour or part of hour worked at a proportional rate equal to the same percentage of journeyman wages an apprentice or classified worker receives under the Collective Bargaining Agreement.

3. Contributions for preapprentices with 90 days of service after the date of this Ageement shall be made for each hour or part of hour worked at 5% of the journeyman rate or a minimum of twelve ($0.12) per hour, whichever is greater under the Collective Bargaining Agreement.

All Pension Fund payments shall be mailed on or before the twentieth (20th) day of each and every month for the time and hours worked for the preceding month.

(c). S.A.S.M.I.: The Employer shall make monthly payments of an amount equal to three percent (3%) of the gross earnings of each employee, except preapprentices, subject to this Agreement to the National Stabilization Agreement of Sheet Metal Industry (S.A.S.M.I.) 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 S.A.S.M.I. Trust as presently constituted and as 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 in such Trust.

(d). FEDERAL CREDIT UNION AND SAVINGS:

During the term of this Agreement each member may elect to or not elect to participate in the Federal Credit Union and Savings Plan or its successor. A minimum of forty-five cents ($0.45) per hour worked for each first-year apprentice and a minimum of ninety cents ($0.90) per hour worked for all other members covered by this Agreement. Federal Credit Union and Savings plan payments shall be paid bi-weekly for all hours worked for the prior week in accordance with Addendum VIII of this Agreement.

Effective July 1, 2014, all Federal Credit Union and Savings Plan payments shall be paid on a bi-weekly basis for every hour worked the preceding week for each employee covered by this Agreement.

The parties recognize that during the term of this Agreement, the Sheet Metal Workers Local 20 Federal Credit Union (Fund Office) could acquire the capability to receive and process contribution reports and remittances electronically. In that event, the parties agree that, after training in the process has been offered to the Employer, the Fund Office may require that reports and remittances be submitted electronically.

(e). LOCAL TRAINING FUND: Each Employer shall pay to the Training Fund, or its successor, eighty-nine cents ($0.89) for each hour worked, for each employee covered by this Agreement, Training Fund payments in accordance with Article VIII, SECTION 1, and Article XI, SECTION 5, of this Labor Agreement.

Effective July 1, 2017, the Employers agree to pay the amount specified in this Agreement – eighty-nine cents ($0.89) – for each hour worked by journeymen, apprentice, preapprentice and classified workers covered by this Agreement to the Sheet Metal Workers' Educational and Training Fund on or before the twentieth (20th) day of each and every month for the time and hours worked for the preceding month to a depository designated by the Fund Trustees. The Fund shall be jointly administered by the Joint Apprentice and Training Trust. The Trust shall administer the Fund for educational and training purposes, pursuant to Trust Agreement.

The parties recognize that during the term of this Agreement, the Sheet Metal Workers Local 20 Health & Benefit Fund (Fund Office) could acquire the capability to receive and process contribution reports and remittances electronically. In that event, the parties agree that, after training in the process has been offered to the Employer, the Fund Office may require that reports and remittances be submitted electronically.

(g). LOCAL INDUSTRY FUND: Each Employer shall pay to the Local Industry Fund, or its successor, thirty-one cents ($0.31) for each hour worked for each employee covered by this Agreement, Local Industry Fund payments in accordance with Article VIII, SECTION 1, and Article XI, SECTION 5, of this Labor Agreement. The thirty-one cents ($0.31) includes the nine cents ($0.09) IFUS amount as per Article VIII, SECTION 12(b). All Local Industry Fund payments shall be mailed on or before the twentieth (20th) day of each and every month for the time and hours worked for the preceding month.

The parties recognize that during the term of this Agreement, the Sheet Metal Workers Local 20 Health & Benefit Fund (Fund Office) could acquire the capability to receive and process contribution reports and remittances electronically. In that event, the parties agree that, after training in the process has been offered to the Employer, the Fund Office may require that reports and remittances be submitted electronically.

(h). The Contractors Association agrees to provide sufficient copies of the Contract Addenda booklet as required by the Union. A union printer is to be employed for this work. A

map of the Local No. 20 jurisdiction shall be printed on the inside of the front or back cover or on an individual page, and phone numbers of area offices.

(j). DEFINED CONTRIBUTION PENSION PLAN: It is agreed that all employees in the collective bargaining unit shall participate in the Sheet Metal Workers' Local Union No. 20 Defined Contribution Pension Fund, the trust agreement of which, as amended and restated from time to time, is incorporated herein by reference and made a part of this Agreement.

The Employer agrees to pay the amounts specified in Article VIII, SECTION 1(a) of this Addendum for "401 (A) Plan" for each hour worked by its employees covered by this Agreement, including all non-bargaining unit work and bargaining unit work, into the Sheet Metal Workers' Local Union No. 20 Defined Contribution Pension Fund, at the depository designated by the trustees of the fund. Any contributions which are due as a result of payroll periods ending between the 3rd and 18th of the month are due on or before the 20th of that month. Any contributions which are due as a result of payroll periods ending between the 19th of the month and the 2nd of the following month shall be due on or before the 10th of that month. Failure of the Employer to make the required contributions as set forth herein shall give rise to all remedies afforded the Union as set forth in SECTION 7(3) of this Addendum VIII.

The parties recognize that during the term of this Agreement, the Sheet Metal Workers Local 20 Health & Benefit Fund (Fund Office) could acquire the capability to receive and process contribution reports and remittances electronically. In that event, the parties agree that, after training in the process has been offered to the Employer, the Fund Office may require that reports and remittances be submitted electronically on a weekly basis instead of twice per month.

SECTION 3(a). AUDIT OF FUNDS: All funds shall be audited by a certified public accountant each year. In the case of jointly administered funds, any member of the committee in question may request and receive audit of said funds at his discretion.

SECTION 4(a). ADDITIONAL HEALTH AND WELFARE OR NATIONAL PENSION FUND MONIES: In the event additional Health and Welfare and/or National Pension Fund monies shall be retained from the present wage package, it shall become effective at the discretion of the Local No. 20 but in no way increase the total wage package. At least two (2) weeks written notice shall be given to all parties to this Agreement.

SECTION 5(a). REPORTING FORMS: Sheet Metal Workers' Local No. 20 Health and Benefit Fund office, or its successor, shall act as receiving agent for the Federal Credit Union and Saving Plan, Health and Welfare Fund, Training Fund, and Industry Fund of Sheet Metal Workers' Local No. 20. The Employer shall record all hours worked on the National Pension Fund form supplied by that office, and remit certified check or money order to cover said benefits.

The Employer agrees to submit before the twentieth (20th) of each month for the previous month, amount due under the S.A.S.M.I., National Pension Fund, Health and Welfare, Training and Industry Funds.

The Employer agrees to submit bi-weekly for the previous week, amount due under the Annuity, Federal Credit Union and Savings Plan and working dues check-off funds.

The Employer agrees to retain his copy and send his check and remaining forms to the bank designated at the bottom of the National Pension Fund Form.

Both the S.A.S.M.I. Fund and National Pension Fund are paid directly to the respective Washington, D.C. offices (reporting form is furnished by same). Mail one (1) copy to Local Union Office. A copy of the Agreement and Declaration of Trust creating said S.A.S.M.I., Health & Welfare Fund, National Pension Fund, Training Fund and Industry Fund are made a part of this Collective Bargaining Agreement as if fully rewritten herein and each Employer signatory to this Collective Bargaining Agreement becomes a part of said Agreement and Declaration of Trust.

SECTION 6(a). NON-PAYMENT OF WAGES, FRINGES, OR INDUSTRY FUND PAYMENTS: In the event any one or all of the wages, fringe or industry payments are not received from the Employer according to this Contract, it is agreed that it would not be a violation of this Agreement for members of Local No. 20 to cease to work for said Employer until said Employer complies with the provisions of this Contract pertaining to these payments. Seventy-two (72) hours written notice shall be sent by certified mail, return receipt requested, to the Employer and the Fort Wayne Area Sheet Metal Contractors Association. The date on the "Receipt for Certified Mail" shall be the Union's guide, whether or not the Employer accepts the written notice before such action is taken in accordance with but not in violation of their respective trust agreements.

(b). In the event the Union and/or Fort Wayne Area Sheet Metal Contractors Association determines to file a lawsuit against a delinquent Employer for the collection of the delinquent money which is due and owing either to some employees or to one of the benefit funds set forth in this Contract, then the Employer in default shall be responsible for all court costs and all reasonable attorney fees that are involved in the collection of the delinquent money.

SECTION 7(a). FRINGE PARTICIPATION AGREEMENTS: Sheet Metal Workers' National Pension Fund "Standard Form of Participation Agreement."

The undersigned Employer and Union represent that the only agreement between the said parties regarding pensions or retirements for employees covered by the Collective Bargaining Agreement between the parties is as follows:

(1)(a). Commencing with July 1, 2017, and for the duration of this Agreement and any renewals or extension thereof, the Employer will contribute to the Pension Fund $12.38 an hour (or any increased amount included in subsequent agreements) for each hour which an employee received the basic hourly wage rate. Contributions are required for vacation time,

sickness absences, and other hours for which payment is made to the employee in accordance with the applicable collective bargaining agreement between the Employer and the Union.

(b). Contributions shall be paid on behalf of an employee starting with the employee's first day of employment in a job classification covered by the Collective Bargaining Agreement.

(c). The payments to the Pension Fund required above shall be made to the "Sheet Metal Workers' National Pension Fund" which was established under an Agreement and Declarations of Trust, a copy of which has been signed by the Employer in the place provided at the end of such agreement.

(2). It is agreed that all contributions shall be made at such time and in such manner as the Trustees require; and the Trustees shall have the authority to have an independent certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Pension Fund. If the audit reveals that inaccurate contributions or in sufficient number of contributions have been made to the Pension Fund, the Employer agrees to pay all accounts' fees incurred in making the audit but not to exceed the extent of his delinquency and also all legal fees and costs incurred in collecting said accountants' fees if judicial enforcement of this paragraph is necessary.

(3). The failure of an Employer to make all of the required contributions to the Pension Fund within fifteen (15) days after the date required by the Trustees shall constitute a delinquency in violation of the Employer's obligations hereunder. The Trustees may take whatever steps they deem necessary, including legal action, to collect such delinquent payments, any provisions of the collective bargaining agreement to the contrary notwithstanding. A delinquent Employer must pay all collection expenses incurred by the Trustees, including attorney's fees, and in addition, interest on the full amount of the delinquency at the highest rate permitted by laws of state in which the Employer's principal place of business is located. Employer's liability for payment hereunder shall not be subject to the grievance or arbitration procedures contained in the Collective Bargaining Agreement.

(4). It is agreed that the Pension Plan adopted by the Trustees of the said Pension Fund shall at all times conform with the requirements of the Internal Revenue Code so as to enable Employer at all times to treat contributions to the Pension Fund as a deduction for income tax purposes.

(5). The parties agree that this Participation Agreement shall be considered a part of the Collective Bargaining Agreement between the undersigned parties.

(6). The expiration date of the present Collective Bargaining Agreement between the undersigned parties is June 30, 2020. Any copies of renewal or extension agreements will be furnished promptly to the Pension Fund office and, if not consistent with the Participation Agreement, can be used by the Trustees as the basis for termination of participation of the Employer.

(b). ALL JOINTLY TRUSTED FUNDS:

A copy of the Agreement and Declaration of Trust creating said S.A.S.M.I., Health and Welfare Fund, National Pension Fund, Training Fund, and Industry Fund are made a part of this Collective Bargaining Agreement as if fully rewritten herein, and each Employer signatory to this Collective Bargaining Agreement becomes a part of said Agreement and Declaration of Trust.

SECTION 8(a). During the term of this Agreement, the membership may adopt the International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART) Scholarship Foundation. If adopted, this fund will in no way increase the cost to the Employer. If adopted the Employers will contribute to the International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART) Scholarship Foundation, one cent ($0.01) per hour for each hour worked by each employee of the Employer except preapprentices covered by this Agreement. Payment shall be made on or before the twentieth (20th) day of the succeeding month and shall be remitted as designated by the Trustees of the fund.

SECTION 8(b). The Employers agree to pay the amount specified in this Agreement – five cents ($0.05) – for each hour worked by each employee covered by this Agreement to the Labor/Management Trust Fund (LMCC). Payment shall be made on or before the twentieth (20th) day of the succeeding month and shall be remitted for the purposes of collection and transmittal through the Local 20 Health & Welfare Fund, 2828 East 45th Street, P.O. Box 55287, Indianapolis, IN 46205.

The parties recognize that during the term of this Agreement, the Sheet Metal Workers Local 20 Health & Benefit Fund (Fund Office) could acquire the capability to receive and process contribution reports and remittances electronically. In that event, the parties agree that, after training in the process has been offered to the Employer, the Fund Office may require that reports and remittances be submitted electronically.

SECTION 8(c). The parties agree that whatever payment schedule, contribution regulations, and collection and payroll audit procedures are established for signatory contractors by the Trustees of the Sheet Metal Workers' Local Union No. 20 Health and Welfare Fund ("Welfare Fund") shall govern IUCSAT's collections and administrative procedures with respect to the Employer. The monthly payments shall be forwarded to the depository then designated by said Welfare Fund's Trustees.

In the event an Employer works on a jobsite where the customer requires outside construction workers to have a "CCS" card or some other drug program certification, the Union and the Employer agree that they will send a joint letter stating their promotion and use of the IUCSAT program in a good-faith effort to convince the customer to accept the IUCSAT. In the event the customer will not recognize the IUCSAT, then the Union and the Employer agree that the customer's mandated policy will be accepted. However, no bargaining unit employee will be disciplined for refusing to take the customer mandated drug/alcohol test. In the event an employee does refuse to take the customer mandated tests, the Employer will make a good faith attempt to place that employee on another job and, if not possible, the employee will receive a layoff with the right of recall.

The Employers will contribute to the IUCSAT, eight cents ($0.08) per hour worked by each employee of the Employer covered by this Agreement. Payment shall be made on or before the twentieth (20th) day of the succeeding month and shall be remitted as designated by the Trustees of the fund.

If a member chooses not to use their social security number as identification, IUCSAT will assign a number for identification.

If at any time during the term of this Agreement, assuming both parties to this Agreement desire to do so, it will be deemed permissible to establish a new self administered Substance Abuse and EAP Program in lieu of the programs specified above.

The parties recognize that during the term of this Agreement, the Sheet Metal Workers Local 20 Health & Benefit Fund (Fund Office) could acquire the capability to receive and process contribution reports and remittances electronically. In that event, the parties agree that, after training in the process has been offered to the Employer, the Fund Office may require that reports and remittances be submitted electronically.

SECTION 8(d). The Union and the Trustees of fringe benefit funds must require prior to the commencement of any particular job, a wage and fringe benefit bond. Such bond shall be a minimum of $36,000.00 based on six (6) employees, and will be increased by $6,000.00 per each additional employee to a maximum of $300,000.00. This bond must be required of any contractor who is working for the first time in the Fort Wayne vicinity, or who has in the past one (1) year been delinquent in its payment to fringe benefit funds. Once a Local 20 Fort Wayne Area contractor has been free of delinquencies for a forty-eight (48) month period, no bond will be required.

The Employer's bond must contain the following language, per the terms of the Sheet Metal Workers' Local Union #20 Collective Bargaining Agreement: This bond shall guarantee the contractors required payments to fringe benefits and any resulting liquidated damages and/or interest due to any of the Sheet Metal Workers' Local Union #20 funds. Copies of such Bond shall be furnished to each of said Sheet Metal Workers' Local Union #20 funds, locally and at the national level.

If a cash security deposit is elected, the Employer will deposit the amount required with an FDIC insured Indiana Bond in an escrow account for the Sheet Metal Workers' Local Union #20 and respective funds to be used for fringe benefits, liquidated damages or interest payments.

SECTION 9(a). VOLUNTARY POLITICAL ACTION FUND: In the event a member elects to contribute to the Voluntary Political Action Fund, the Employer shall remit the amount designated by written form, provided by the Union, to the member and the Employer. The Employer shall make remittance in accordance with this Labor Agreement on or before the twentieth (20th) of each month for all hours worked by the participating members.

The parties recognize that during the term of this Agreement, the Sheet Metal Workers Local 20 Health & Benefit Fund (Fund Office) could acquire the capability to receive and process contribution reports and remittances electronically. In that event, the parties agree that, after training in the process has been offered to the Employer, the Fund Office may require that reports and remittances be submitted electronically.

ADDENDUM IX

Ref: Article IX

SECTION 1. Tool list: All journeymen, apprentice sheet metal workers, and classified workers covered by this Agreement shall provide themselves the minimum required hand tools listed below:

1 – Battery operated pocket calculator
1 – Set 3/8" drive sockets with ratchet
1/4" and 5/16" nut runners
1 – 25' tape
1 – 10' tape
Torpedo level
Hand sheet metal punch (Whitney #5 Jr. or equal)
1 – set 3-1/2" hand folders
1 – Pair 10 dividers
Right and left cut aviation snips
Straight cut snips light and heavy
1 – Set screw drivers
1 – Pop riveter
10" vise grips (2 pair)
10" "C" vise grips (2 pair)
12" Combination square
Tinners hammer
12" Crescent wrench
Scratch awl

SECTION 2(a). SAFETY: Each Employer shall promote an active safety program, which shall include:

(b). Furnish two (2) copies of all reports of work accidents to the Union office.

(c). All tools and equipment furnished by the Employer shall be in good condition.

3(a). Injured Employee: When injured on the job, employee shall report all injuries to a company representative immediately, and he shall be compensated at the regular rate of pay for any time that is lost because of emergency treatment. If injury results in a full day loss of time on the day of the injury, the injured employee shall be compensated in full for that day. employee shall verify with Employer any further instructions and appointments as prescribed by medical personnel. The injured employee shall be compensated at the regular rate of pay, up to two (2) hours, for one (1) follow-up medical treatment after returning to work.

(b). Hard hats, welding hoods, welding gloves, welding sleeves (when necessary), eye protection cutting goggles, ear protection, rubber gloves, winter hard hat liners and new clean headbands shall be furnished by the Employer as required.

(c). Each Employer and employee has the duty to comply with safety and health standards and all rules, regulations, and orders issued pursuant to the provision of the Occupational Safety & Health Act (OSHA) in performance of their work. All employees (especially foremen, general foremen, and superintendents) shall be encouraged to attend safety educational programs related to procedures, training and/or the proper use of the company equipment. All employees are required to take first-aid training course and CPR training taught by the American Red Cross or its equivalent, and OSHA 10-hour course.

ADDENDUM X

Ref: Article X

SECTION 1(a). STEWARD CLAUSE: Stewards shall be appointed, per shift, by the Business Manager or Business Agent as deemed necessary. The Steward shall be a working Steward and shall perform the duties of a qualified journeyman sheet metal worker and shall report any violations of this Agreement to his Employer and then to the Business Manager or Agent or to the Office of the Union, and in no case shall he cause stoppage of work.

(b). The Steward shall not be discriminated against in any way because of his Steward activities. The Employer shall notify the Business Manager or Agent five (5) working eight (8) hour days before the employment of a Steward is terminated by the Employer. If the representative of the Union disagrees with the Employer's reasons for this termination, they shall immediately communicate with the Employer for a discussion. If it is not mutually resolved by them, the Local Joint Adjustment Board shall take action on the second working day after notification of the Business Manager or Agent by the Employer. If agreement is not reached by the fifth (5th) eight (8) hour working day after notification, the decision shall be turned over to the National Joint Adjustment Board.

(c). The Steward shall be removed at this time without compensation from the Employer until the settlement has been made. The Employer shall not pay any compensation while the Steward was not in his employ.

(d). When the Employer of a Steward has four (4) or more journeymen sheet metal workers working overtime on a jobsite, excluding shop foremen, or job foreman, the Steward shall be the first person asked to work overtime.

(e). The Employer shall report to the office of the Union all requests of the Employer for overtime work and the names of journeymen and apprentices working overtime. The Steward shall be on the jobsite at all times, except on overtime jobs involving less than four (4) men, and be the last man laid off with the exception of the foreman.

(f). The duties of the shop and job Steward shall be to report to the Business Representative of the Union:

(1). Members dues delinquencies.

(2). Violations of Collective Bargaining Agreement.

(3). Sheet metal workers employed thirty (30) days or more, who have not become members of the Union.

(4). Disputes and grievances of members.

(5). When overtime work is required.

He shall not have the authority to:

(6). Adjust violations of the Collective Bargaining Agreements.

(7). Collect any money due the Union from any apprentice for membership.

SECTION 2(a). LOCAL JOINT ADJUSTMENT BOARD: The Local Joint Adjustment Board set up by the Employers and members of Local No. 20 is to meet regularly at least once each three (3) months, or more often to settle grievances that might arise from time to time. Starting times for meetings scheduled Monday through Friday shall be 7:30 P.M. sharp. Grievance forms are provided for this purpose.

ADDENDUM XI

Ref: Article XI

SECTION 1(a). J.A.T.C.: Effective July 1, 1987, the Joint Apprentice and Training Committee will agree to incorporate into its rules and regulations a policy to adopt the Apprentice Organizing Program.

(b). All duly qualified apprentices shall be under the supervision and control of a Joint Apprentice and Training Committee composed of six (6) members, three (3) of whom shall be selected by independent Employers and three (3) by the Union. Said Joint Apprentice 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, registrations, 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.

(c). It is agreed between the parties that in the event a deadlock arises among the members of the Joint Apprentice and Training Committee any unresolved issues may, at the option of at least three (3) of the members, be submitted to a neutral umpire within ten (10) days after the deadlock, such umpire to be an individual agreed upon by the parties to this Agreement.

(d). Each apprentice shall serve an apprenticeship of five (5) years and such apprentices shall not be in charge of work on any job and shall work under the supervision of the journeyman until apprenticeship terms have been completed and they have qualified as journeymen.

(e). 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 effective 07/01/99:

First Year	First Half	45% -	Second Half	50%
Second Year	First Half	55% -	Second Half	60%
Third Year	First Half	65% -	Second Half	65%
Fourth Year	First Half	70% -	Second Half	75%
Fifth Year	First Half	80% -	Second Half	85%

(f). In the case of contractor closure, all laid off apprentices will be hired in order of seniority, highest to lowest.

SECTION 5(a). Apprentices shall be paid, excluding fringe package while attending school, as per the following schedule:

1st & 2nd year apprentice – 6.5 hours pay for 8 hours school attended at $10.00 per hour
3rd, 4th, 5th year apprentice – 6.5 hours pay for 8 hours school attended at $12.00 per hour

Unless such apprentice is on layoff at which he or she will not be compensated.

ADDENDUM XII

Ref: Article XII

SECTION 1(a). PREAPPRENTICES: It is hereby agreed that the Employer may apply to the Joint Apprentice and Training Committee and the Joint Apprentice and Training Committee shall grant preapprentices on the basis of the following schedule: one (1) preapprentice for each five (5) journeymen normally hired by the individual Employer.

(b). Apprentices shall have seniority over preapprentices. All preapprentices shall be laid off before any apprentices can be laid off. Except, apprentices who are on temporary assignment with a company may be laid off before preapprentices. No preapprentices shall be placed in the apprenticeship program unless all apprentices are employed.

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

(d). The starting wage scale for preapprentices shall be forty percent (40%) of the wage rate of journeymen sheet metal workers. Health and Welfare coverage shall be the same as that of the journeymen and apprentices covered by this Agreement, plus thirty-one cents ($0.31) to

the Local Industry Fund on all preapprentices and eighty-six cents ($0.86) to the Local Training Fund, plus any raises in Local Training Fund during this contract.

(e). After one (1) year as a preapprentice, the preapprentices wage rate shall increase seventy-five cents ($0.75) per hour above the forty percent (40%) wage rate of journeymen sheet metal workers.

(f). The starting wage scale for classified workers shall be fifty percent (50%) of the wage rate of journeymen sheet metal workers, with a full fringe package same as journeymen, on every item, except pension. A graduated wage scale for classified workers shall be established and maintained on the following percentage basis of the established wage rate of journeymen sheet metal workers:

First Year – Wages 50%	**First Year** – Pension 50% x full journeymen pension.
Second Year – Wages 55%	**Second Year** – Pension 55% x full journeymen pension.
Third Year – Wages 60%	**Third Year** – Pension 60% x full journeymen pension.

A classified worker is at his full wage rate after the end of three (3) years.

(g). Classified workers may perform any work covered by Article I of which they are capable and will work under the direct supervision of a journeyman unless agreed to by the Business Manager. The wage rate for classified workers will not be less than fifty percent (50%) 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.

SECTION 2. RATIO CHART:

JOURNEYMEN	APPRENTICE		Preapprentice/ CLASSFIED
1	1		1
2	1	and	1
3	1	and	1
4	2	and/or	1
5	2	and/or	1
6	2	and/or	2
7	3	and/or	2
8	3	and/or	2
9	3	and/or	2
10	4	and/or	2
11	4	and/or	3
12	4	and/or	3
13	5	and/or	3
14	5	and/or	3
15	5	and/or	3

and thereafter upon the above progression. This ratio chart will precede the Standard Form of Union Agreement.

No individual contractor shall have a number of preapprentices that exceeds two (2) times the number of apprentices, provided apprentices are available.

When a layoff becomes necessary, the combined apprentice and preapprentice numbers will be used in conjunction with the number of journeymen employed. Apprentices shall maintain seniority above all sub classifications.

The above ratio shall be maintained on all work outside the regular working hours.

ADDENDUM XIV

Ref: Article XIV

SECTION 1. It is agreed the "Residential Agreement" as written is approved by the Contractors' Association. However, the "Residential Agreement" must be signed by individual contractors, in order to be put into effect by the signatory contractor.

SECTION 2. It is agreed the "Architectural Agreement" is approved by the Contractors' Association. However, the "Architectural Agreement" must be signed by individual contractors, in order to be put into effect by the signatory contractor.

In witness whereof, the parties hereto affix their signatures and seal this first (1st) day of July 2017.

ADDENDUM XV
CODE OF EXCELLENCE

It is agreed that the "CODE OF EXCELLENCE" Policy as written and approved by the International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART) has been adopted, in order to demonstrate and showcase the skills and professionalism of SMART members.

INDIANA STATE JURISDICTIONS

Local No. 20 Evansville Area
John M. Wright, Eric L. Wageman
1301 West Franklin Street
Evansville, IN 47710-1027
1-812-424-2283

Local No. 20 – Fort Wayne Area
Darryl E. Esterline
3019 Waynewood Drive
Fort Wayne, IN 46809-2630
1-260-478-1614

Local No. 20 – Gary Area
Jeffrey A. Hamilton, Robert J. Hostinsky
6450 Ameriplex Drive
Portage, IN 46368-1389
1-219-764-1900

Local No. 20 – Indianapolis/LafayetteArea
J. Scott Parks, Jason K. Benson
Trent L. Todd, Chad E. Reding

Indianapolis
2828 E. 45th Street
P.O. Box 20530
Indianapolis, IN 46220-0530
1-317-549-6013
1-800-523-8345

Lafayette
2535 S. 30th Street, Suite 14
Lafayette, IN 47909-2786
1-765-477-6285

Local No. 20 – South Bend Area
Brad Chamness
2605 S. Main Street
South Bend, IN 46614-1017
1-574-288-7175 / 7883

Local No. 20 – Terre Haute Area
Shaun L. Reinoehl
31½ South 13th Street
Terre Haute, IN 47807-3907
1-812-234-0751

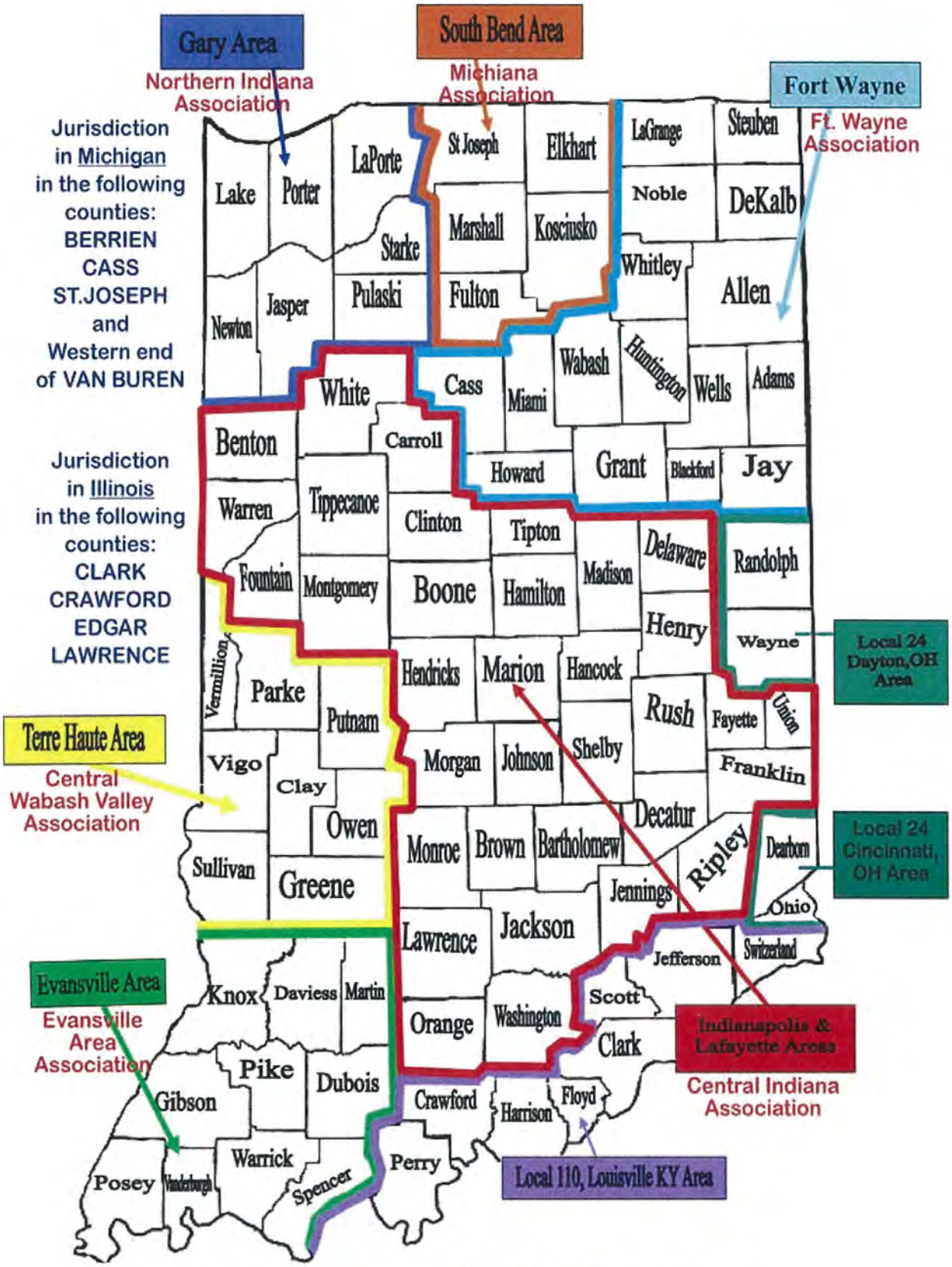
Local No. 110
7711 Beulah Church Road
Louisville, KY 40228
1-502-231-2540 / 2547

Local No. 24 – Southern Ohio
4949 Northcutt Place
Dayton, OH 45414-3839
1- 937-277-9303

Local No. 24

3035 Lamb Road
Columbus, OH 43219
1-614-471-8571

Local No. 24
1579 Summit Road, Room 106
Cincinnati, OH 45237



Jurisdiction in Kentucky in the following counties:
DAVIESS, HENDERSON, UNION and WEBSTER