

# AGREEMENT

*between*

**SHEET METAL WORKERS'  
INTERNATIONAL ASSOCIATION  
LOCAL UNION No.19**

**PHILADELPHIA AREA**

**1301 South Columbus Boulevard  
Philadelphia, Pennsylvania 19147**

*and*

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**- EFFECTIVE -**

**MAY 1, 2013 through APRIL 30, 2016**

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COPY

## UNION AGREEMENT

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

This Agreement is entered into this 1st day of May 2013 by and between Local Union No. 19 of the Sheet Metal Workers' International Association of Philadelphia, Pennsylvania and Vicinity, hereinafter referred to as the Union, and the Sheet Metal Contractors Association of Philadelphia and Vicinity, acting in the capacity of a Multi-Employer Bargaining Agent, hereinafter referred to as the Employer.

Except as otherwise specified, the territory covered by this Agreement includes, in their entirety, the following counties: Philadelphia, Bucks, Montgomery, Chester and Delaware Counties in Pennsylvania and Camden, Gloucester and Salem Counties in New Jersey.

#### ARTICLE I

##### Scope of Work

**Section 1.** This Agreement covers the rates of pay, and conditions of employment of all Employees of the Employer engaged in but not limited to the (a) manufacture, fabrication, assembling, handling, erection, installation, dismantling and conditioning, adjustment, alteration, repairing and servicing of all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all air-veyor systems and air handling systems regardless of material used, including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation regardless of gauge or material and all duct linings; (c) testing, adjusting and balancing and the commissioning of all air-handling equipment and duct work; (d) the preparation of all shop and field sketches for HVAC and architectural sheet metal work used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches; (e) pick off – the transformation, manual or electronic, from shop drawings to shop fabrication of ductwork and related items; (f) layout and cutting of duct openings through walls, ceilings, floors and roof decks; (g) duct cleaning; (h) service work on HVAC equipment; and (i) all other work included in the jurisdictional claims of Sheet Metal Workers' International Association.

**Section 2.** It is expressly included herein, for the purpose of indicating more specifically, but not by any means limiting hereto, that supplementary to Section 1 of this Article, this Agreement also covers the furnishing, handling, setting, erecting, installation, assembling, dismantling, removal, adjustment, alteration, reconditioning, repairing, and servicing of all fans, filters of all types, blowers, sheaves, belts and guards of all kinds, plenums including prefabricated insulated casings and air chamber panels, with or without other equipment, louvers, screens, registers, grilles, duct sox(s), diffusers of all kinds, including those in connection with lighting fixtures and ceilings, dampers of all kinds, smoke detectors, sound traps, mixing boxes, attenuators, air blenders, access doors related to air handling systems, dryers, sprayers, industrial ovens and related work, power and gravity ventilators, acoustical material within duct work, dust collectors and recovery systems, bag houses, breeching, hoods, convector and radiator and similar enclosures and covers, with or without backs, flexible tubing and connections thereto, and all such or similar equipment involved in or in any way related to air handling systems, pneumatic banking equipment, walk-in boxes, lockers and shelving, toilet partitions, kitchen equipment, chutes of all types, solar panels, metal ceilings, sound rooms, prefabricated environmental rooms, roof curbs, imbedments, installation and draw-

ings for unistruts and all supports for sheet metal in connection with power plant work, energy auditing, flashing, coping, fascia, soffits, gutters and downspouts, termination bar, column covers, skylights, metal siding, composite panels, supports, studs, sheathing, drywall and related materials, metal roof deck and all other architectural sheet metal work, all work on metal roofs including but not limited to plywood, insulation, pipe collars, ice shields, vapor barriers, radon ventilating exhaust systems, system powered air controls, gauges and tubing, magnetic gauges, fan powered VAV boxes, all power rigging, lead abatement, animal boxes, all computer and clean room air systems including floors, walls, ceilings and other architectural sheet metal work, metal wall protection systems, operating of any equipment or new technology which has as its essential purpose replacing or changing those jobs or procedures traditionally performed by Sheet Metal Workers, and to all other sheet metal work covered by this Agreement and by the jurisdictional claims of the Sheet Metal Workers' International Association.

**Section 3.** Flexible metal or fabric hose shall not be more than twelve feet zero inches (12'0") in length from point to point on any one branch line.

#### ARTICLE II

##### Employer Responsibilities

**Section 1.** The Employer agrees that none but Journey-person Sheet Metal Workers and Registered Apprentices, covered by this Agreement shall be employed on any work described in and covered by this Agreement.

**Section 2.** The Employer shall exert every possible effort to secure all work included in and covered by this Agreement. If an Employer accepts any job, by contract or otherwise, and all of the work included and covered by this Agreement or considered as normally part of the job involved is not included therein, Employees covered by this Agreement and the Union shall be free to refuse to perform any work on or for any such job and should they refuse, they shall not be in violation of this Agreement.

**Section 3.** The Employer agrees to report to the Union the name and address of all jobs contracted for in excess of five thousand dollars (\$5,000.00) by the 15th of the month for jobs contracted for the previous month. Such report shall be in the form of a "Letter of Assignment" as developed by the Sheet Metal Industry Advancement Committee. In the event that no jobs are contracted for, the Employer agrees to report same to the Union by the 15th of the month.

Employers are requested to report, in the form of "Letter of Assignment" all jobs contracted for up to five thousand dollars (\$5,000.00) by the 15th of the month.

**Section 4.** The Employer shall inform the Union on the first day that a sheet metal worker is on site at any new job as described above in section 3.

**Section 5.** The Employer shall not subcontract or assign any of the work described or covered in this Agreement which is to be performed at a job site to any Contractor, Sub-Contractor, or other person or party who fails to agree in writing to comply with the conditions of employment contained herein including, without limitations, those relating to Union security, rates of pay, benefits, and working conditions, hiring and other matters covered hereby for the duration of the project.

**Section 6.** The Employer agrees that all drawings and sketches, including, CAD, hand, backgrounds, coordination

and "as built", used in shop fabrication and/or field erection shall be the work of the sheet metal workers and shall carry the stamp and signature of a Journeyman member of Sheet Metal Workers' International Association, Local Union No. 19. It is further agreed that if an Employer subcontracts background work on drawings, such work shall be subcontracted only to Employers in signed agreement with Local Union No. 19 or who pay their Employees engaged in the drawing of such background work, the total beneficial wage scale as established under the provisions of this Agreement. The Employer agrees further that they will not have any other trades or crafts perform this work.

As practiced by Local #19 Signatory Employers, All drawings will have piece identification, such as numbers or letters. All duct lines will have dimensions of duct, elevations, and locations. No single line drawings will be used, unless approved by the union.

**Section 7.** The Employer agrees that all testing, adjusting and balancing work performed by a member of Local Union No. 19 shall carry the stamp and signature of said member.

**Section 8.** 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 are in signed agreement with Local Union No. 19 or who pay their Employees engaged in such fabrication, not less than the total beneficial wage scale for comparable sheet metal fabrication, as established under provisions of this Agreement. The Employer will require that any supplier of spiral duct and fittings and/or rectangular duct and fittings will provide to them, written and signed evidence of equalization of the total beneficial wage package, which the Employer will provide the Union upon request.

**Section 9.** The Employer, subject to this Agreement, may purchase the following manufactured items:

- Ventilators;
- Louvers;
- Automatic and Fire Dampers (excluding duct sleeves, except as specified);
- Radiator and Air Conditioning Unit Enclosures;
- Mixing (Attenuation) Boxes, and Air Blenders;
- Plastic Skylights;
- Air Diffusers, Grilles, Registers;
- Sound Attenuators;
- Residential Pipe and Fittings as per the Residential Addendum;
- Double Walled Plenum Casing Panels;
- Permanently Installed Trash and/or Linen Chutes.

**Section 10.** Should Congress amend the law to permit the application of Section 4 of this Article to all or any of the work covered by this Agreement, whether or not at the job site, then Section 4 of this Article shall immediately become effective as covering all work covered by this Agreement, sub-contracted, sublet or in any other way turned over to others.

**Section 11.** If any Employer engaged in sheet metal work on a project as a Prime or Sub-Contractor is forced to cease work on that project because of failure on the part of the Owner, Prime Contractor, or Sub-Contractor, to pay monies due for properly submitted progress payment and/or payments for completed work and/or payments for approved changes and/or payments for work done under a notice to proceed order when such payments are due, then the Union is free, and not in violation of this Agreement, not to furnish Journeymen or Apprentices to the Owner, Prime Contractor, Sub-Contractor, or other Contractor for purposes of completing that work, and the purpose of the aforementioned

is to protect the ability of the Employer to properly pay their labor and funds.

**Section 12.** 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 covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity, including a joint venture, wherein the Employer through its officers, directors, partners or stockholders, exercise either directly or indirectly control of management and/or labor policies of such other entity, the terms and conditions of this Agreement shall be applicable to all such work.

**Section 13.** Inasmuch as the Union has demanded recognition from the Employer as the exclusive bargaining representative of the Employer's Employees in the bargaining unit described herein under Section 9(a) of the National Labor Relations Act, and has submitted proof thereof in the form of signed and dated authorization cards, and the Employer is satisfied that the Union represents a majority of its Employees in the bargaining unit described herein, the Employer hereby recognizes the Union as the exclusive collective bargaining representative of its Employees on all present and future job sites 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 N.L.R.B. election requested by the Employees. The Employer agrees that it will not request an N.L.R.B. election and expressly waives any right it may have to do so.

**Section 14.** The Employer hereby agrees that all of its members, both collectively and individually, who engage in work activities covered by Sections 1 and 2 of Article I shall be bound by this Agreement, just as surely as if each and every member signed it and whether or not each does so individually and whether or not membership is retained in the Employer Association party to this Agreement. The Employer, as an Association, through its duly elected officers and representatives hereby declares and affirms that each and every member has so agreed and has authorized the officers and representatives named below to sign this Agreement, both for the Association and for each member individually.

**Section 15.** The Employer agrees that any and all new member(s) of its Association within the jurisdiction of Local Union No. 19 shall be required, as a binding requirement of membership therein, to become parties to this Agreement, immediately upon establishing membership.

**Section 16.** Agreements, national in scope, between Sheet Metal Workers' International Association and other International Unions covering work jurisdiction and the assignment, allocation and division of work among Employees represented for the purpose of collective bargaining by such labor organizations, shall be respected and applied by the Employer, provided such Agreements have been consummated with the knowledge of and without objection from Sheet Metal and Air Conditioning Contractors' National Association, Inc.

**Section 17.** The Employer agrees to furnish information, upon request by the Union, relative to all work wherein the Union has a jurisdictional interest.

**Section 18.** The Employer agrees to furnish within fourteen (14) days of request by the Union, completed forms as required by State and/or Federal Department of Labor for purposes of prevailing wage surveys by county. If an Employer has no work to report for said Department of Labor Survey, the Employer is

bound to report this information to the Union within fourteen (14) days. Occasional or out-of-town contractors shall complete and submit to the Union said forms immediately upon start of a job within the bounds of Local Union No. 19.

**Section 19.** The Employer agrees to identify their trucks if they are used to haul sheet metal and equipment by affixing company name with lettering at a minimum of three-inch (3") scale.

**Section 20.** If any more favorable conditions are granted by this Local Union to any other Employer in the jurisdictional area of this Contract, all Employers will have the right to adopt the same as amendment to this Agreement.

**Section 21. (a)** In order to secure job opportunities for the Employees covered by this Collective Bargaining Agreement, the Employer shall, where the Employer sells to a purchaser which intends to operate its business as a going concern, that is, continues the operations of the business without substantial change, require the purchaser, as a condition of the sales transaction, to assume and be bound by this Agreement and to recognize the Union as the exclusive representative of the purchaser's Employees pursuant to Section 9(a) of the National Labor Relations Act.

The word "sells" used herein shall include any sale of stock or the assets of the Employer whether in one or a series of transactions.

**(b)** The Employer shall notify the Union of any sale contemplated by this Agreement immediately upon execution of the sales agreement.

**Section 22.** The Employer shall maintain commercial general liability insurance coverage providing bodily injury, property damage, and personal injury coverage for Employees performing work covered by this Agreement.

### ARTICLE III

#### Union Security

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

**Section 2.** If during the term of this Agreement, the Labor Management Relations Act of 1947, as amended, shall be further amended by Congress in such manner as to reduce the time within which an Employee may be required to acquire Union membership, such reduced time limit shall become immediately effective instead of and without regard to the time limit specified in Section 1 of this Article.

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

**Section 4.** The Employer agrees that should an Employee covered by this Agreement be ineligible for membership in the Union, their continued employment shall be conditioned upon their payment to the Union, the equivalent of membership dues in return for benefits and services received and the Union's costs in establishing same should the Union so request.

**Section 5.** Upon receipt of a signed individual authorization from any Employee covered under this Agreement the Employer shall withhold from such Employee's earnings, an amount of money, which shall represent the Employee's work assessment or service fee. The amount of which or such, shall be determined by a verified statement from the Union of the current assessment or service fee structure. Deductions shall be made weekly of said Employees and promptly remitted to the Financial Secretary of the Union, together with a list of the names of the Employees to whom said monies are to be credited.

**Section 6.** Upon receipt of a signed individual authorization from any Employee covered under this Agreement, the Employer shall deduct from such Employee's earnings, payment for Credit Union deposits under the terms specified in the individual's authorization. Deductions from said Employee's earnings may be made on an hourly as well as weekly basis and said deductions shall be, remitted to the Viriva Community Credit Union weekly, together with a list of the names and social security numbers of the Employees to whom said monies are to be credited. Except for the initial deduction request, the amount of payroll deductions may be changed once a year during the last week of April.

**Section 7.** The Union agrees that it will indemnify and hold the Employer harmless from any recovery and damages or any other costs sustained by reason of any action taken or caused to be taken by the Union as set forth in this Article III.

### ARTICLE IV

#### Hiring Hall

**Section 1.** The Union agrees to furnish, upon request by the Employer, Journeyperson Sheet Metal Workers and Apprentices in numbers sufficient to execute the work contracted for by the Employer in the manner and under the conditions specified in this Agreement. The Employer agrees that all Employees required for all work within the scope of this Agreement shall be hired only through the Union provided that:

**(a)** Referrals will be on a nondiscriminatory basis and will not be affected in any way by Union membership, by-laws, rules, regulations, constitutional provisions or other aspects of Union membership, policies or requirements, except to the extent that these may not be in violation of applicable law.

**(b)** The Employer will have the right to reject anyone referred for employment provided their rejection is not based on Union membership or used to achieve selection from the list of unemployed. The Employer agrees that one of every two referred (1 to 1 ratio) will be accepted from the top of the list of unemployed, except as provided in Sub-Section (e) of this Article. The Union agrees to make the list of unemployed available to any signatory Employer appearing in person at the Union office at any time during the regular working day.

**(c)** When hiring two (2) or more Members from the "Priority 1" also known as "Out of Unemployment List" at the same time, the Employer may pick those Members from any location on the "Priority 1" list. When hiring two (2) or more Members from the "Priority 1" or "Out of Unemployment List", such hire shall not be counted as either an Employer selection nor as a Union referral with regard to the 1 to 1 ratio outlined in Section 1 (b) above.

(d) Notices of this hiring agreement shall be posted where notices to Employees and applicants for employment are customarily posted.

(e) When the level of unemployment in the Union is between zero percent (0%) and ten percent (10%), the Employer shall have the right to rehire a former Employee who was laid off by them within forty-five (45) calendar days of their last day of employment by this same Employer upon notice to the Union they are about to do so. When the level of unemployment in the Union is greater than ten percent (10%), the Employer shall have the right to rehire a former Employee who was laid off by them within thirty (30) calendar days of their last day of employment by this same Employer upon notice to the Union they are about to do so. The right to recall as set forth above is subject to the following provisions:

1. When members are out of unemployment compensation, they will be given first priority for employment. A list of these members who are out of unemployment compensation will be made available to the Employer when requested from the Union.

2. If less than forty (40) continuous hours are available it would not initiate another recall period; to be more specific, a forty (40) hour period would re-establish the recall provision.

(f) Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of this Agreement.

(g) If during the term of this Agreement, the Labor Management Relations Act of 1947, as amended, shall be further amended to so permit, or the decision of a court of competent jurisdiction so permits, then the restrictive provisions of this Article IV, by which the Union may be required to refer non-members to employment, shall be immediately ineffective.

(h) The Union agrees that it shall be the sole administrator of the hiring hall arrangement and shall not be considered to act as the agent of the Employer, and thereby, the Union assumes responsibility for any violations of the law committed by it in connection with its administration of the hiring hall arrangement.

(i) The Employer assumes responsibility for any violations of the law committed by the Employer in connection with hiring or severance of employment.

(j) The parties to this Agreement agree that they will not discriminate against any applicant for employment or any Employee because of race, creed, color, national origin, sex or occupationally irrelevant physical requirements or handicaps.

(k) All Employees must put their name on the out of work list on their last day of work with the Employer.

(l) There shall be no solicitation permitted for jobs by any Employer or Employee.

**Section 2.** The Employer agrees that of each ten (10) Journeypersons employed, at least one (1) shall have reached their fifty-seventh (57th) birthday, if and when such are available; provided, however, that nothing contained herein shall require the Employer or the Union to grant a preference on the basis of age where it would violate a law regarding age discrimination.

**Section 3.** The Union hereby agrees to indemnify and hold harmless the Employer from and against any and all costs, expenses (including attorneys' fees), and damages that may be incurred in connection with any action, suit, claim or proceed-

ing that may be brought against the Employer which arises from or relates to obligations or responsibilities set forth in Article IV, Section 2.

**Section 4.** No Employee working in an architectural shop or dry job will be replaced by an Employee who was unable to work due to inclement weather. When the Employer does send Employees to the shop or a dry job due to inclement weather, they will rotate these Employees from their current work force.

## ARTICLE V

### Hours of Work

**Section 1.** The regular working day shall consist of eight (8) hours labor in the shop or on the job site starting between seven (7:00) A.M. and eight (8:00) A.M. and ending between three-thirty (3:30) P.M. and four-thirty (4:30) P.M., with ½ hour for lunch period. The regular working week shall consist of five (5) consecutive eight (8) hour day's labor in the shop or on the job site, beginning with Monday and ending with Friday of each week. All full time or part time labor performed during the hours specified herein shall be recognized as regular time and paid for at not less than the regular hourly rates specified in this Agreement.

(a) Exception may also be made to Section 1 of this Article V in that Journeypersons and Apprentices may work from six (6:00) A.M. to two-thirty (2:30) P.M. with a one-half (½) hour lunch period, with the sole permission of the Union.

(b) The Employer agrees that when there are more than four hundred (400) Building Trades personnel on a particular job site, the Union shall have the right to stagger work hours with other trades, between the hours of seven (7:00) A.M. and four-thirty (4:30) P.M. in order to ensure the health, safety and welfare of the Sheet Metal Workers on said job site.

**Section 2.** All Employees covered by this Agreement shall be at shop or assigned work location at job site, ready to work at starting time and shall work eight (8) hours until quitting time, except for the lunch period. If less than eight (8) hours of work is performed as the result of the Employees' lateness or early quitting (including such at lunch period) the Employer shall have the right to deduct such lost time in figuring the weekly payroll. All tools shall be put away, in a place provided by the Employer, during the established working period.

**Section 3.** It shall be an established policy that when work falls off and reaches a point considered to be of serious importance, the Employer will negotiate with the Union's representative to divide work among all Employees to the extent reasonably possible, by establishment of "week on/week off", a shorter work day or week with due consideration of conditions existing at the time.

## ARTICLE VI

### Overtime

**Section 1.** Except as provided in this Article VI, Section 2, and Article VII, Section 1(a) and Article VIII of this Agreement, it is agreed that all work performed outside of regular working hours during the regular work week and on holidays shall be performed only upon notification by the Employer to the Union, in advance of scheduling such work. All work performed outside of the regular working hours and on holidays shall be paid for as follows: the first two (2) hours of overtime, Monday through Friday, shall be paid for at time and one-half (1½); the first ten (10) hours of work at the normal schedule on Saturday, shall be paid for at time and one-half (1½); Sundays, holidays

and all hours over the ten (10) hours, Monday through Saturday, shall be paid for at two (2) times the regular wage rate; and, when work is performed on Election Day, the holiday pay shall be paid in addition thereto.

(a) Preference as to overtime and holiday work shall be given to the Employees on the job and in the shop on a rotation basis so as to equalize such work as nearly as possible. The Employer will include as many Journeypersons as possible from the list of unemployed on scheduled overtime projects lasting eight (8) hours or more provided these Journeypersons possess the required skills to perform the work.

It is further understood that members who are out of unemployment compensation benefits will be given priority to these jobs.

(b) On an Architectural job only, Journeypersons and Apprentices may work on Saturday, at straight time, as a make-up-day. This make-up-day shall be by mutual consent of the employer and the union and shall be implemented in the event of inclement weather which causes the employee to work less than forty (40) hours in that same week. When Saturday is used as a make-up-day this will not affect the employee's eligibility to collect S.U.B. Fund benefits.

(c) Apprentices shall be permitted to work overtime pursuant to the Journeyperson: Apprentice ratio contained in Article XIII, Section 3 of this Agreement.

(d) It shall not be a violation of this Agreement nor a cause for discharge if any Employee declines to work overtime.

(e) As practiced by Local #19 Signatory Employers, overtime work will have at least one sheet metal worker from Local #19.

**Section 2.** It is hereby understood by and between the Union and the Employer that overtime work, in connection with in-plant industrial maintenance and at the site only, will be one and one-half (1½) the established minimum rate of wages as set forth in the Agreement. However, Sundays and holidays will be double time and when work is performed on Election Day, the holiday pay shall be paid in addition thereto.

(a) "In-Plant Industrial Maintenance" shall be defined as any work performed of a renovation, repair, or maintenance character within the limits of a plant property, or other locations related directly thereto.

(b) The word "repair" as used within the terms of this Agreement and in accordance with in-plant maintenance, is work required to restore by replacement of parts of existing facilities to efficient operating condition.

(c) The word "renovation", as used within the terms of this Agreement and in connection with in-plant maintenance, is work required to improve and/or restore by replacement or by revamping parts of existing facilities to efficient operating conditions.

(d) The term "existing facilities", used within the terms of this Agreement is limited to a constructed facility already completed and shall not apply to any new facility to be constructed in the future, even though the new facility is constructed on the same property or premises.

(e) The Employer will notify the Union prior to implementing the In-Plant Maintenance provisions outlined in this Article VI, Section 2 of this Agreement.

**Section 3** Overtime wage rates on negotiated Building Trades Project Agreements, shall be subject to the approval of the President/Business Manager of the Union.

## ARTICLE VII

### Holidays

**Section 1.** All Sundays shall be recognized as holidays in addition to the following: legal holidays recognized and observed within the territory covered by this Agreement; New Year's Day; Good Friday; Memorial Day; July Fourth; Labor Day; General Election Day in November; Thanksgiving Day; Christmas Day.

(a) Election Day in November shall be granted as a holiday with pay to all Employees of the Employer who are employed during the payroll week within which is said Election Day. Eight (8) hours wages shall be paid for this holiday to all so employed whose work is currently performed during the regular workday. Employees currently working on night shift shall observe the night of Election Day as the holiday and shall be given holiday pay equal to the wages for the currently worked full shift.

(b) Whenever a holiday covered by this Agreement falls on Sunday, the following Monday shall be the holiday and shall be considered as within the holiday requirements of this Agreement.

## ARTICLE VIII

### Shift Work

**Section 1.** Night shifts may be established for the fabrication, installation, or erection of material and equipment only when not less than five (5) consecutive night shifts, Monday through Friday, are worked, and the following conditions exist and shall be complied with:

(a) The site must be an existing completed building where the current operations of the owner or tenant may be interfered with if the work is performed during the regular working hours except, that by mutual agreement between Employer and the Union, the shift work provisions of this Article VIII may be applied to work on a new building being constructed or existing facilities if conditions or circumstances make it advantageous to both parties. Whenever this exception is agreed upon, said work shall be distributed among all Employees on site as evenly as is reasonably possible.

(b) Mutual agreement has been reached by both parties hereto as to what shift hours may be worked.

(c) Each location where shifts are established shall be considered as entirely new and separate from any other shift job and all conditions herein established for shift work shall apply separately.

(d) Employees working on night shifts shall neither be permitted nor required to perform any other work during the period beginning at eight (8:00) A.M. previous to a night shift and ending at the beginning of the shift on the following night.

(e) When only one night shift (second shift) is established in either the shop or in the field by Sheet Metal Workers or any other trade, such second shift shall work eight (8) hours and be paid a shift premium of fifteen percent (15%) above the Journeypersons' hourly wage rate. When two night shifts are established in either the shop or in the field by Sheet Metal Workers or another trade (second and third shifts), the second shift shall work seven and one-half (7½) hours and be paid for eight (8) hours plus a shift premium of fifteen percent (15%) above the Journeypersons' hourly wage rate. The third shift shall work seven (7) hours and be paid for eight (8) hours plus

a shift premium of fifteen percent (15%) above the Journeypersons' hourly wage rate.

In order to equalize shift compensation between the shop and field, the Employer agrees that when two night shifts (second and third shifts) have been established in the field, and only one night shift is established in the shop (second shift), the second shift in the shop shall work seven and one-half (7½) hours and be paid for eight (8) hours plus a shift premium of fifteen percent (15%) above the Journeypersons' hourly wage rate. This same equalization shall apply should two night shifts be established in the shop and a single night shift is established in the field.

(f) Work performed by night shift Employees outside the established shift hours shall be paid for at time and one half (1½) for the first two (2) hours and at double the regular rate of wages thereafter. All work performed by night shift Employees on Saturday will be paid at time and one-half (1½) for the first ten (10) hours and at double the regular wage rate thereafter.

(g) Time and one half (1½) shall be paid for all night shift work performed between the hours of two-thirty (2:30) A.M. Saturday and midnight Saturday. Double time shall be paid for all night shift work performed between midnight Saturday and the beginning of the first shift on Monday. Double time shall be paid for all night shift work performed between midnight before a holiday and the beginning of the first shift on the day following the holiday.

(h) When night shifts are established each Employee assigned to such work shall be paid not less than wages equal to five (5) nights of shift wages whether or not they work the five (5) nights or they shall be paid double time for the shift hours worked whichever is the lesser, unless the Employee is unwilling or unable to work the five (5) nights, in which event, they shall be paid only the shift rate for the shift hours worked.

(i) The President/Business Manager of the Union at his/her sole may discretion reduce the shift premium to ten percent (10%) or five percent (5%) above the scale and waive the mandatory five (5) consecutive days for a shift in order to gain employment for members of the Union.

(j) As practiced by Local #19 Signatory Employers, all shift work will have at least one sheet metal worker from Local #19.

## ARTICLE IX

### Wages

**Section 1.** The minimum increase to the beneficial wage rate for Journeyperson Sheet Metal Workers covered by this Agreement, when employed in a shop or on a job site within the jurisdiction of the Union to perform any work specified in Article I of this Agreement, except as hereinafter specified in this Article IX, shall be as follows:

Date	Beneficial Wage Increase
May 1, 2013	\$ 2.00/hr.
May 1, 2014	\$ 2.25/hr.
May 1, 2015	\$ 2.50/hr.

**Section 2.** Listed below is a schedule of Foreperson and General Foreperson wages for shop and field in addition to the minimum wage scales as provided in Section 1 of this Article IX.

Foreperson	One (1) to ten (10) Journeypersons and Apprentices	7% above the scale
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General Foreperson	Eleven (11) and more Journeypersons and Apprentices	14% above the scale
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**Section 3.** In an effort to clarify Section 2 of this Article IX, the Employer agrees that on all jobs or operations where one (1) or more Journeypersons and/or Apprentice Sheet Metal Workers are employed, one Journeyperson shall be designated as Foreperson and for each additional ten (10) Journeypersons and/or Apprentices employed, one additional Foreperson shall be designated. For example: one Foreperson for 1 to 10 Journeypersons and Apprentices; one General Foreperson and one Foreperson for 11 to 20 Journeypersons and Apprentices; one General Foreperson and two Forepersons for 21 Journeypersons and Apprentices; add a Foreperson for every 10 Journeypersons and Apprentices thereafter. To further clarify Section 2 of this Article IX, when a Sheet Metal Journeyperson is designated to work for one (1) full day or more duration as the sole representative of his/her Employer at a specific site, he/she shall receive Foreperson rate of pay.

(a) For further clarification of Section 2 of this Article IX, the Employer agrees that on all jobs and operations when two (2) or more Forepersons are employed, one (1) shall be designated as a General Foreperson.

**Section 4.** General Forepersons cannot run more than one jobsite at a time.

**Section 5.** When a Sheet Metal Journeyperson is requested to work for one (1) full day or more duration with another trade, a Sheet Metal Foreperson shall be assigned, provided the Employer making the request has no other Sheet Metal Foreperson on the job site.

**Section 6.** Forepersons may work with the tools of the trade when reasonably possible or necessary and shall be members of the Union.

**Section 7.** Exceptions may be made to the herein provided ratios of Forepersons to Journeypersons in emergency situations lasting only a few days but not more than one week when mutually agreeable.

**Section 8.** Limited Apprentices will drive delivery trucks to the job site and may unload material and place the material at any point as one whole load unit, after which they shall do no further handling or distribution of material. They may perform the duty of flag person and clean up (center pile trash).

(a) Limited Apprentices who drive delivery trucks will have a valid driver's license and may start their work shift early to accommodate the job site start time but no earlier than five (5:00) A.M. However, when eight (8) hours of work is completed, overtime will begin pursuant to Article VI.

(b) Limited Apprentices, in the shop, may wrap the ends of ductwork for shipment, load material on trucks from any point in the shop, unload and stock materials, load gang boxes with equipment and hardware, operate fork lift trucks and move material, finished as well as unfinished, through the shop and perform general shop maintenance.

(c) The taxable wage rate for all Limited Apprentices shall be

45% of the Journeypersons' taxable wage rate during their 1st year of employment.

50% of the Journeypersons' taxable wage rate during their 2nd year of employment.

55% of the Journeypersons' taxable wage rate during their 3rd year of employment.

60% of the Journeypersons' taxable wage rate during their 4th year of employment.

The taxable wage rate for Limited Apprentices will remain at 60% of the Journeypersons' taxable wage rate for all years thereafter.

## ARTICLE X

### Rules for Payment of Wages

**Section 1.** Wages at the established rates specified shall be paid as follows:

**If by Cash:**

At or before quitting time on Friday of each week and not more than three (3) days' pay may be withheld.

**If by Check:**

At or before quitting time not later than Wednesday of each week and for the payroll period ending on the previous Sunday, except when a Saturday or Sunday are worked, payday may be extended to Thursday for only those individuals who have worked Saturday or Sunday.

For the purposes of this Agreement, electronic payment of wages shall be equivalent to payment by check, provided the Employer and the individual Employee agree to this method of payment.

Anything herein to the contrary notwithstanding, Employees shall be paid in full when laid off or discharged and even though the layoff is only temporary.

**Section 2.** If and when any Employee covered by this Agreement is paid by check which is later returned unpaid to the Employee for any reason, the Employer shall immediately pay any and all such Employees in cash the full amount of wages due each Employee, and all expenses substantiated by Employees for trouble and embarrassment caused by said check plus thirty-five dollars (\$35.00).

(a) If and when the Employer pays any Employee by check and the check is later returned, the Employer shall forfeit their right to pay by check and shall thereafter pay Employees in cash until the Union shall be satisfied that it is not likely to again occur and gives approval to again pay by check.

(b) When checks are used in payments to Employees, they shall be whenever reasonably possible those of the Todd Insured System or similar protected checks. All checks issued as payment for wages due shall have detachable vouchers showing last date of period paid for, number of hours paid for, gross wages, all deductions separately and for what each is made, net wages and expenses paid.

**Section 3.** Paychecks may be mailed to the home of an Employee or to any other place designated by the Employee in writing provided, however, that they shall arrive at the place designated by the Employee not later than Thursday of each week except that when Thursday is a holiday, they shall arrive on Wednesday. Should they not arrive on Thursday, or Wednesday, when so required for any reason whatsoever, and the Employee is not at fault, the Employee will notify the Employer the following morning and their wages in cash shall be delivered to them on the job or in the shop by quitting time on Friday. If such delays occur on more than three (3) occasions wherein all or most Employees of the Employer are con-

cerned, the Employer involved shall no longer be permitted to pay by mail.

(a) Out of area contractors employing members of Local Union No. 19 must provide for payroll check cashing through a local bank when employing members of Local Union No. 19 for sixty (60) or more consecutive days.

**Section 4.** Employees who have to wait to be paid after the regular quitting time on pay day shall be paid for the waiting time at double time unless conditions beyond the control of the Employer caused the delay.

**Section 5.** Employees who report for work by the direction of the Employer and are not placed to work, shall be entitled to eight (8) hours pay at the established rate. Whenever a Saturday, Sunday or holiday is involved, this shall mean that eight (8) hours pay shall be paid at the regular wage of each Employee involved and not eight (8) hours pay at the established overtime rate of wages for Saturday, Sunday or holidays. This provision, however, shall not apply under conditions over which the Employer has no control.

(a) Employees reporting for work on Saturday, Sunday or holidays at the direction of the Employer, shall be paid a minimum of four (4) hours pay at the applicable overtime hourly rate. If the Employee works more than four (4) hours, they shall be paid a minimum of eight (8) hours pay at the applicable overtime hourly rate, unless there is written notice from the client stating that they will not pay beyond actual hours worked over the 4 hour minimum. Starting time for such overtime work shall be set by the Employer.

**Section 6.** No Employee covered by this Agreement shall be laid off unless Twenty-four (24) hours' notice has been given in advance of layoff and the employee is paid before the end of the work day. This does not apply in cases wherein an Employee is fired for just cause.

(a) Failure on the part of the Employer or the Employer's designee to notify an Employee of their being laid off prior to their going on vacation, will result in the obligation on the part of the Employer to pay the Employee two (2) hours show-up time allowing for the pickup of tools at the shop or job site.

(b) All discharges must be accompanied by a discharge slip supplied by the Union and approved by the Employer.

**Section 7.** Employees, who are not paid when their employment is severed by the Employer, shall be paid eight (8) hours wages at the established rate in addition to what they are entitled to at the time employment is severed and for each day thereafter.

**Section 8.** When the Employer has any work covered by this Agreement to be performed outside the area covered by this Agreement and within the area covered by another Agreement with this or another union affiliated with the Sheet Metal Workers' International Association and qualified Sheet Metal Workers are available in such area, they may send no more than two (2) Sheet Metal Workers per job into such area to perform any work which the Employer deems necessary. All additional Sheet Metal Workers shall come from the area in which the work is to be performed. Journeyperson 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 Agreement but in no case, less than the established minimum 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.

(a) If Employees are sent into an area where there is no local Agreement of the Sheet Metal Workers' International Association covering the area, then the minimum conditions of the home Local Union shall apply. The term "wage scale" shall include the value of all applicable hourly contractual benefits in addition to the hourly wage rate.

(b) On all work specified in Article I of this Agreement fabricated and/or assembled by Journeyperson Sheet Metal Workers, Apprentices and/or Pre-Apprentices within the jurisdiction of this Union, or elsewhere, for erection and/or installation within the jurisdiction of any other Local Union affiliated with Sheet Metal Workers' International Association, whose established wage scale is higher than the wage scale specified in this Agreement, the higher wage scale of the job site Union shall be paid to the Journeyperson employed on such work in the home shop or sent to the job site.

(c) In addition to what is provided for in Section 1 of Article IX and Section 8 of this Article X when the total value of the wage rate plus additional benefits established in the other area is higher than the total value of the wage rate and other benefits established in the area of the Union, the Employer shall pay the difference as wages.

(d) Employers, when working inside the established travel zones as described in Article XI of this agreement will use as many members of Local #19 as allowed by the collective bargaining agreement or as may be permitted by the Sheet Metal Workers State Councils, if greater.

**Section 9.** Whenever the performance of work must cease under the direction of any civil authority or because of an extensive area wide break off of electrical power causing the inability to operate machinery or provide necessary lighting in a shop or on a job site, whenever flood, riot or disaster occurs of sufficient extent to prevent continuance of work in a shop or a job site, the following shall take place:

1. The Employer shall inform the Union of the situation and their intentions.
2. The Employer shall make reasonable effort to enable continuance of work at the affected place or elsewhere.
3. If the Employer finds that continuance of work is impracticable, they may then order Employees to leave the shop or job site at the next following full hour of the clock.
4. If all the above requirements are met, the Employer shall pay each Employee so affected for all the time up to the time they are ordered to leave, plus one half of the time from then to the end of the regular work day or shift.
5. For each day thereafter during which the cause of cessation of work continues, each Employee who does report for work and is not put to work shall be paid two (2) hours pay, unless they have been told previously not to report.

**Section 10.** When more than one (1) trade in addition to Sheet Metal Workers are on a single Employer's payroll and working as a composite crew (multiple trades working together on the same work assignment) and have more favorable contract conditions, Sheet Metal Workers will automatically be entitled to receive these conditions: (a) certain holidays in addition to those provided in this Agreement; (b) show up time; (c) overtime pay in situations not covered by this Agreement; or (d) shift differential at a higher premium rate than provided in this Agreement. This will not include increased compensation for wages or fringe benefits.

## ARTICLE XI

### Travel Expenses

**Section 1.** When employed in a shop or on a job within the limits of Zone 1, hereafter established, Employees shall be governed by the regular working hours specified herein. They shall provide for themselves necessary transportation within said limits, from home to shop and return at starting and quitting times and the Employer shall provide or pay for all necessary additional transportation during working hours.

(a) Each Employee traveling from one job to another during the course of the regular work day shall be paid all public transportation fares, tolls, etc., for all such trips in addition to the travel time. Each Employee starting work in one zone and required to move to another zone during the day, where they are located at quitting time shall be paid one-half (1/2) the allowance for both zones.

(b) The Employer shall provide or pay for transportation during working hours if the Employee uses their personal automobile for such transportation, they will be compensated at a minimum rate equal to the then current Internal Revenue Service (IRS) allowance for deduction business miles driven for each mile so traveled.

**Section 2.** Travel Expense Zones are hereby established as follows, the City Hall of Philadelphia is the central point of all radius lines:

Zone 1 - shall be all of the City of Philadelphia and the area within a fifteen (15) mile radius;

Zone 2 - shall be the area outside Zone 1 and within a twenty (20) mile radius;

Zone 3 - shall be the area outside Zone 2 and within a thirty (30) mile radius;

Zone 4 - shall be the area outside Zone 3 and within a forty (40) mile radius;

Zone 5 - shall be the area outside Zone 4 and within a sixty (60) mile radius.

Zone 6 - shall be the area outside Zone 5 and within a seventy-five (75) mile radius.

**Section 3.** Each Employee shall be paid, in addition to wages, the following travel expenses for each day employed in any of the above Zones. Said expense allowances are for ordinary and necessary expenses, incurred or reasonably expected to be incurred, in the business of the Employer either as advances or reimbursements:

Zone 1 - no expenses;

Zone 2 - no expenses;

Zone 3 - \$2.40 per day;

Zone 4 - \$4.80 per day;

Zone 5 - \$7.20 per day.

Zone 6 - \$15.00 per day, plus conveyance as described in Section 6 below, including gasoline and tolls, and excluding paid travel time.

For all work outside Zone 6, Board and Room expenses shall be paid. These expense allowances are provided specifically for the territory covered by this Agreement and for Employees covered by this Agreement. Employees sent by the Employer to perform work outside the territory covered by this Agreement, shall be paid not less than the appropriate expense noted above, but in any case, not less than the appropriate expense

established, for traveling to and from the job site, in the Collective Bargaining Agreement, covering the area in which the job is located plus all traveling time so required.

**Section 4.** For work performed at a job site so located that parts of the job are on both sides of a zone line, the expense paid shall be the equivalent of one-half (½) of the sum of the expense of both zones.

**Section 5.** Whenever travel time is required it shall be paid for at each Employee's current wage rate whether within or outside the regular working hours. Wherever and whenever travel time is payable, Worker's Compensation Insurance Coverage shall be provided for each and all Employee(s).

**Section 6.** Employees shall not be required to travel in conveyance furnished by the Employer. The Union, however, at its discretion, may approve such use of Employer's conveyance provided it is clean, safe and comfortable and that each Employee so transported shall have full insured coverage for any and all costs and losses resulting from injury while so traveling and a mutually satisfactory pick-up place is established and travel time is paid.

When the Employer furnishes an automobile, which may be a sedan, station wagon or an enclosed auto van to an Employee for use related to their business and for said Employee's travel to and from their home and place of work, the requirements of the zone map reimbursements shall not apply for the Employee directly involved. The Employer shall pay for and be responsible for all costs related to the use of the vehicle(s).

**Section 7.** Board and Room expense shall be paid in full but in any case not less than two hundred fifty dollars (\$250.00) for each full week. Board and Room at not less than fifty dollars (\$50.00) per day shall be paid when less than a week is involved. In either case, the above shall be paid regardless of whether or not a full day's work is performed, for legal holidays and for days when weather or other reasons beyond the control of the Employee prevent working.

(a) It is specifically agreed that each Employee employed in Board and Room areas, shall be paid travel time and expense for whatever public transportation facilities are best available for reaching the job location at the beginning of the job and the same upon their return at the completion of any intermittent period of employment on such jobs. Under no conditions, whatsoever, shall the ownership of an automobile be a condition governing whether or not an Employee will be hired or fired or laid off.

**Section 8.** When only one day's work is involved in a Board and Room area, the Board and Room daily payment need not be paid unless the Employee is required to stay overnight. If, however, an Employee can reasonably go and return on the same day, travel time and expenses shall be paid to them in addition to the pay for hours on the job, from the time they leave home until they return to their home.

## ARTICLE XII

### Funds

**Section 1.** All Funds are calculated on the basis of hours of wages paid. Hours of wages paid shall mean the number of hours resulting from dividing gross wages by the Employee's regular time hourly wage rate. Travel time pay should be included as hours of wages paid.

**Section 2.** The Employer agrees to make deductions for the Sheet Metal Workers' Vacation Fund of Local Union No. 19, the Sheet Metal Workers' Work Assessment-Service Fee of Local Union No. 19 and Viriva Community Credit Union.

(a) The Employer agrees to make contributions to the Sheet Metal Workers' Annuity Fund of Local Union No. 19, the Sheet Metal Workers' Health and Welfare Fund of Local Union No. 19, the Sheet Metal Workers' Pension Fund of Local Union No. 19, the Local Union No. 19 Supplemental Unemployment Benefit (SUB) Fund, the Sheet Metal Workers' Joint Apprenticeship Fund of Philadelphia and Vicinity and the Industry Fund of the Sheet Metal Contractors Association of Philadelphia and Vicinity, and the International Training Institute for the Sheet Metal and Air Conditioning Industry (iTi).

(b) Owner-Members shall make the above deductions and contributions to the various funds with the exception of the Local Union No. 19 SUB Fund for a minimum of forty (40) hours per week; subject, however, to the following: an Owner - Member may execute an agreement with the Local Union opting out of making contributions on his or her behalf to the Pension, Welfare, Annuity and Vacation Funds. Thereafter, the Owner - Member shall enjoy no benefits from the Welfare and Vacation Funds and they shall accrue no additional benefits from the Pension and Annuity Funds. An Owner - Member who has opted out of the foregoing funds may rescind his or her agreement to opt out only with the approval of the Local Union and the Trustees of the Funds. A bargaining unit member who ceases to be an Owner - Member shall have contributions made on his or her behalf without regard to this provision of the Agreement.

(c) Deductions and Contributions to the Funds shall be in the amounts specified in the Hourly Wage, Deduction and Contribution Schedule effective May 1, 2013 through April 30, 2014, as adjusted by allocation of the beneficial wage increases effective May 1, 2014 and May 1, 2015.

**Section 3.** It is also agreed that the Vacation Fund shall have authority to remit monies received to the Sheet Metal Workers' Local Union No. 19's League for Political Education, Sheet Metal Workers' Local 19 Scholarship Trust Fund and Sheet Metal Workers' Charity Fund upon receipt of valid check-off authorizations signed and executed by individual participants of the Fund.

**Section 4.** The Employer and the Union agree to be bound by the Agreements and Declarations of Trust, establishing said Funds, as if included herein and Amendments thereto as may be made from time to time and hereby designate as their representatives on the Board of Trustees as are named, together with any successors who may be appointed, pursuant to said Agreement.

**Section 5.** The Employer agrees to abide by and comply fully with all rules, regulations and requirements established by the Funds within the powers and authorities under the Trust Agreements and this Agreement.

**Section 6.** The Employer agrees to furnish the respective Trustees with records, setting forth the names, classifications, social security numbers of the Employees and number of hours worked by and wages paid to each Employee during the period or periods accounted for and, the Funds shall have the right, at any time, to inspect or audit all Employer's records related to the herein provided payment.

**Section 7.** The parties hereto agree that should the amount of payment by the Employer, as provided in this Article XII, at any time later be reduced by mutual agreement of both parties hereto, the amount by which it is reduced shall immediately be added to the then current and subsequent wage rates established in this Agreement.

**Section 8.** Fund contributions shall not be duplicated.

**Section 9.** The money herein agreed to be paid to the Vacation Fund is wages earned by Employees and shall be deducted from wages after taxes have been withheld. The Employer hereby agrees and affirms that all vacation wages withheld and not turned over to the Vacation Fund shall have precedence as wages and together with other wages due before any and all other debts, obligations or other financial requirements the Employer may or does have, except as otherwise required by applicable law.

**Section 10.** It is specifically agreed that, if the Employer pays to another Fund having for its purpose and intent, and does actively pursue such purposes and intent, the advancement and protection of the industry in a manner similar to the Industry Fund and does pay to the other Fund for hours of wages paid Sheet Metal Employees in accordance with this Agreement and said Employees benefit by the activities of such Fund, the Employer may be excused from paying to this Fund. The Union shall have the sole right to determine whether or not such exception may be granted.

**Section 11.** No part of the Funds or property of the Industry Fund may be used, spent, loaned or allocated to or for any political party or candidate for public office or for the use of any person holding public office or for any activity whatsoever that may or does have for its purpose or intent, or have the effect of causing or resulting in, anything considered by the Union to have harmful effect on the Union.

**Section 12.** Failure to comply with the provisions and requirements of this Agreement related to the payment of money to any and all Funds established by and included in this Agreement and wages in the manner and to the extent required, shall be considered as and shall constitute a violation of this Agreement of especially serious nature and, therefore, special additional provisions are herein provided to compensate, therefore, and to establish procedures and requirements related hereto.

**Section 13.** Because of the serious nature of failure to furnish the required reports and to make payment therewith within the required time limit(s), the following rules are hereby agreed to:

(a) Reports and payments or contributions shall be made for each calendar month on or before the fifteenth (15th) of the next following month and shall include coverage of all work performed from the last day reported in the previous month up to and including the very last payroll week of the month being reported. Postmark date shall be acceptable evidence of compliance with date requirements.

(b) Reports and payments or contributions made after the fifteenth (15th) of the month following the month for which they are due, shall include an additional five percent (5%) of the gross amount due each Fund for each month thereafter during which they remain unpaid, provided however, said late charge shall not be assessed if:

1. The Employer has not been late in making any of their payments in the previous twelve (12) months; and,
2. The Employer makes the full late payment within ten (10) days of the due date; and,
3. The Employer pays the Funds interest at the prime rate as published by Wachovia Bank for the month in which the delinquency occurred, on the total contribution for the period from the due date to the date of actual payment.

For the purposes of this Section, any month shall be considered as from the fifteenth (15th) of one month to the fifteenth (15th) of the next following month.

(c) If reports and/or payments or contributions remain unpaid or delinquent on or after the twenty-fifth (25th) of the month following the month for which they are due, the Union may resort to the remedies set forth in this Article XII, Section 14 (e). Should the Union withdraw Employees for this reason, the Employer agrees to pay each and every Employee withdrawn for this reason, full wages and expenses for each hour of wages lost, until all reports and all payments, contributions and premiums due are made and the appropriate deposits in escrow are made or bond presented as required, but in any event, for not more than sixteen (16) hours of wages, in addition to the required reports and payments, contributions and premiums made.

(d) Should the Trustees of the Funds and/or the Union enter suit in a court of law to enforce compliance with the provisions and requirements of this Agreement related to reports and payments or contributions to all Funds and wages, the Employer agrees to pay the costs including counsel fees and the costs of any audits of such Employer's records, required or requested by the Trustees.

**Section 14.** The Employer agrees to make payments to the Local Union No. 19 Supplemental Unemployment Benefit Fund for each Employee covered by this Collective Bargaining Agreement, as follows:

(a) For each hour for which a Journeyman, Foreperson or General Foreperson, subject to the Collective Bargaining Agreement receives pay from the Employer, the Employer shall make a total contribution to the Sheet Metal Workers' Local Union No. 19 Supplemental Unemployment Benefit Fund equal to three percent (3%) of the negotiated Journeyman wage rate plus contributions paid by such Employer on behalf of such Employee to the Pension, 401(h), Annuity and Health and Welfare Fund

For each hour for which a 1st or 2nd period Apprentice, subject to the Collective Bargaining Agreement receives pay from the Employer, the Employer shall make a total contribution to the Sheet Metal Workers' Local Union No. 19 Supplemental Unemployment Benefit Fund equal to One Dollar (\$1.00).

For each hour for which a 3rd through 8th period Apprentice and a Limited Apprentice, subject to the Collective Bargaining Agreement receives pay from the Employer, the Employer shall make a total contribution to the Sheet Metal Workers' Local Union No. 19 Supplemental Unemployment Benefit Fund equal to three percent (3%) of the negotiated 8th period Apprentice wage rate plus contributions paid by such Employer on behalf of such Employee to the Pension, Annuity and Health and Welfare Fund

(b) The Employer hereby agrees to become a party to the Local Union No. 19 Supplemental Unemployment Benefit Fund and Declaration of Trust, and agrees to be bound by all the terms and provisions of said Agreement. The Employer further agrees irrevocably to designate as its representative on the Board of Trustees of the Fund such Trustees are as named in the Fund's Agreement and Declaration of Trust as Employer Trustees together with their successors selected in the manner provided in the said Agreement and agrees to be bound by all action taken by the said Employer Trustees pursuant to the Agreement and Declaration of Trust.

(c) The contribution made to the Fund shall be used by it to provide benefits to be payable to eligible Employees in accordance with the provisions of the Plan of the Fund.

(d) It is agreed that to the extent possible, such Plan applicable to the Employees of the Employer will qualify for approval with appropriate government agencies, so as to

enable the Employer to treat contributions to the Fund as a deduction for income tax purposes; to treat such contributions as not being "wages" for purposes of Federal Unemployment Tax, Federal Insurance Contribution Act Tax, or Collection of Income Tax at Source of Wages under Subtitle C of the Internal Revenue Service Code; and, not be required to include such contributions for purposes of the Fair Labor Standards Act in the regular rate of pay of an Employee.

(e) If the Employer fails to make contributions to the Fund within ten (10) days after the date required by the Trustees, the Local Union, in addition to any rights the Trustees may have, shall have the right within forty-eight (48) hours written notice to take whatever steps are necessary to secure compliance with this Agreement, any provisions of this Collective Bargaining Agreement, including the no-strike clause, to the contrary notwithstanding. It is expressly understood that the Employer's liability for payment hereunder shall not be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement and that the no-strike clause, if any, shall not prohibit any action the Union chooses to take to compel payment of contribution.

**Section 15.** The Employer agrees to provide to the Funds and the Union an indemnity bond guaranteeing that Employees and the Funds will be paid amounts due to Employees and Funds as and when the Employer fails to meet and comply with the provisions and requirements of this Agreement related to wages and payments or contributions to the Funds. In the event an indemnity bond is not obtainable by the Employer, the Employer may provide the Funds and the Local Union with an irrevocable letter of credit. Said letter of credit shall not be canceled without sixty (60) days' notice to the Funds Office and the Local Union.

The bond and/or irrevocable letter of credit shall be issued by a reputable bonding company and/or bank and shall be acceptable to the Union and the Trustees of the Funds, and shall be at all times in an amount meeting the requirements of the following schedule or formula:

If the total of two (2) weeks of gross wages (before vacation) plus nine (9) weeks of contributions and payments due the Funds (excluding payments to the Vacation Fund) (hereinafter referred to as the "Bond Amount") equals or is less than \$10,000 the employer's bond shall be for \$10,000. Each Employer's bond shall increase in increments of \$10,000 as its Bonded Amount exceeds the prior amount of the Employer's bond by One Dollar (\$1.00). For example if the Bonded Amount becomes \$10,001 the bond shall be for \$20,000, when the Bonded Amount becomes \$20,001 the bond shall be for \$30,000, and so forth.

(a) Effective July 1, 2009 the maximum bond required shall be \$440,000

**Section 16.** Bonds shall be provided for a period of not less than one (1) year and may be renewable or continuous until revision of the amount necessary to satisfy the herein schedule or formula as required, at which time, the new bond shall be furnished for a like period.

The amount of the bond required shall be determined by the application of the above formula to annual payments made or due for the annual period ending with April 30th of any year. If a change in the amount is required, the change shall take place immediately.

If the Employer has no record of previous employment or contributions to the Funds and is required to furnish a bond, it shall be for not less than \$5,000.00 or an amount established by the Union to adequately cover payments expected or estimated to be required in view of anticipated employment. Such estimates

shall be related to the amount of money expected to be due for wages and contributions on a basis of two thousand dollars (\$2,000.00) per Employee and the resulting figure shall be related to the bond coverage formula as described in Section 16 of this Article XII.

**Section 17.** Bonds shall be written to provide for payments covering wages and the several Funds in the following order. When money remains after satisfying the requirements of the first, then the balance shall be allocated to each of the others in the order shown, to the extent possible:

**First,** the full amount due for wages. (wages include credit union deductions, work assessments and PAL check-off).

**Second,** the full amount due to the Vacation Fund.

**Third,** the full amount due to the Annuity Fund.

**Fourth,** the full amount due to the Welfare Fund.

**Fifth,** the full amount due to the Pension Fund.

**Sixth,** the full amount due to the Local Union No. 19 SUB Fund.

**Seventh,** the full amount due to the Apprenticeship and Training Fund.

**Eighth,** the full amount due to the Industry Fund.

**Ninth,** the full amount due to the International Training Institute for the Sheet Metal and Air Conditioning Industry.

**Section 18.** The posting of the bond with the Funds shall not exempt the Employer from liability to make reports and full payment of amount due all Funds, if the bond does not meet full amounts due or the bonding company does not pay, or, if the Union and the Trustees are required to sue the bonding company. Nor does it exempt the Employer from meeting and complying with all other requirements and provisions of this Agreement relating to the Funds and Wages.

**Section 19.** The Employer agrees to have the required bonds, in duplicate, in the possession of the Funds within thirty (30) days immediately following the effective date of this Agreement.

Should the Employer fail to produce the required bond within the prescribed time period, said Employer shall be required to make all reports and/or payments or contributions on a weekly basis. These reports and/or payments or contributions shall be paid on the same day that wages are paid and shall cover the same payroll period. Should the Employer fail to meet the requirements of this Section, the Union may resort to the remedies set forth in this Article XII, Section 14 (e) on the first working day following the day on which all reports and/or payments or contributions are due.

(a) Employers who must report on a weekly basis and fail to mail the benefits on the day that wages are paid, shall be assessed liquidated damages at the rate of one and one quarter percent (1¼%) of the gross amount due each Fund for each week thereafter during which they remain unpaid.

(b) Where Employers are required to pay weekly because they do not have a bond, and have not maintained 12 consecutive months of on time fringe benefit payments, there shall be an administrative fee charged not greater than 0.0025 (one quarter of one percent) of the value of the fringe benefit contributions due weekly as determined by the Trustees. The fee is to be paid with the weekly contributions until they maintain 12 consecutive months of on time payments. New Employers will be considered on time.

**Section 20.** Employers, whose principal office or place of business is located outside of the area covered by this Agreement, employing Employees covered by this Agreement within its territorial coverage or Employers employing Employees represented by the Union and for short periods not exceeding eight (8) weeks may, in lieu of posting bond, with the approval of the Union:

(a) Deposit with each Fund cash or certified check in an amount ranging from a minimum of five hundred dollars (\$500.00) to three thousand dollars (\$3,000.00) to guarantee reports and payments due the Funds and Wages. The actual amounts to be deposited shall be those required by the Union, and shall be related to the number of Employees employed and the anticipated length of the job. Upon completion of the job, should the Employer fail to meet the requirements and provisions of this Agreement, the amount due and unpaid shall be deducted and kept by the Funds and the balance, if any, shall be returned to the depositor or, if the Employer has complied in full, the amount deposited shall be returned, upon request, at the earliest opportunity, following the satisfaction of all requirements.

(b) Make payments or contributions to all Funds each time wages are paid to Employees on the job, but separate from wages, in a manner prescribed by the Union.

**Section 21.** The Employer agrees that, when performing work in the territory of other Local Unions of the Sheet Metal Workers' International Association, the terms, conditions, and requirements of the then existing Agreement between the appropriate Local Union and Employers in that area related to Funds and as established therein shall be complied with and that failure to do so will permit the Union to take whatever action it deems appropriate to assure compliance.

**Section 22.** The Employer agrees that the Trustees of any and all Funds herein provided for may, at their discretion, enter into reciprocal agreements with other similar Funds, in any manner they may determine to protect and advance the interest of Employees covered by these or other Funds of similar nature.

**Section 23.** The undersigned hereby agrees to accept and confirm as representatives and members of the Board of Trustees the following:

Gary Masino	Edmund Bransfield
Thomas Klingenberg	Richard Borradaile
Charles Burkert	Ernest J. Menold
Patrick Doyle	Roeland Hoeke

These representatives, together with their successors selected in the manner provided in said Trust Agreements, are hereby authorized to and shall represent the Union and the Employer and other Employers, partied to this or similar Agreements in the administration of the Health and Welfare, Annuity, Pension, Vacation and SUB Funds.

SHEET METAL WORKERS INTERNATIONAL ASSOCIATION - LOCAL # 19  
 HOURLY WAGE DEDUCTION AND CONTRIBUTION SCHEDULE  
 PHILADELPHIA AREA  
 EFFECTIVE May 1, 2013 - April 30, 2014

CLASSIFICATIO	GROSS LABOR COST	PHIL APP FUND	ITI FUND	INDS FUND	TOTAL BENEFIT WAG	HEALTH & WELFARE	401H	PENSION	ANNUIT	SUB	TAXABLE WAGE RAT	AC FUND	SSM	NET WAG	TOTAL DED/ FUNDS
JOURNEYPERSON	\$74.68	\$0.85	\$0.15	\$0.60	\$73.08	\$12.50	\$1.50	\$10.98	\$4.00	\$2.54	\$41.56	\$1.54	\$1.81	\$38.21	\$36.47
FOREPERSON	\$77.59	\$0.85	\$0.15	\$0.60	\$75.99	\$12.50	\$1.50	\$10.98	\$4.00	\$2.54	\$44.47	\$1.54	\$1.81	\$41.12	\$36.47
GENERAL FOREPERSON	\$80.50	\$0.85	\$0.15	\$0.60	\$78.90	\$12.50	\$1.50	\$10.98	\$4.00	\$2.54	\$47.38	\$1.54	\$1.81	\$44.03	\$36.47
<u>APPRENTICES</u>															
1ST PERIOD	\$36.38	\$0.85	\$0.15	\$0.60	\$34.78	\$9.00		\$5.49	\$2.00	\$1.67	\$16.62	\$1.54	\$0.46	\$14.62	\$21.76
2ND PERIOD	\$38.46	\$0.85	\$0.15	\$0.60	\$36.86	\$9.00		\$5.49	\$2.00	\$1.67	\$18.70	\$1.54	\$0.48	\$16.68	\$21.78
3RD PERIOD	\$46.65	\$0.85	\$0.15	\$0.60	\$45.05	\$12.50		\$5.49	\$2.00	\$2.20	\$22.86	\$1.54	\$0.56	\$20.76	\$25.89
4TH PERIOD	\$48.73	\$0.85	\$0.15	\$0.60	\$47.13	\$12.50		\$5.49	\$2.00	\$2.20	\$24.94	\$1.54	\$0.58	\$22.82	\$25.91
5TH PERIOD	\$50.80	\$0.85	\$0.15	\$0.60	\$49.20	\$12.50		\$5.49	\$2.00	\$2.20	\$27.01	\$1.54	\$0.60	\$24.87	\$25.93
6TH PERIOD	\$52.88	\$0.85	\$0.15	\$0.60	\$51.28	\$12.50		\$5.49	\$2.00	\$2.20	\$29.09	\$1.54	\$0.62	\$26.93	\$25.95
7TH PERIOD	\$54.96	\$0.85	\$0.15	\$0.60	\$53.36	\$12.50		\$5.49	\$2.00	\$2.20	\$31.17	\$1.54	\$0.64	\$28.99	\$25.97
8TH PERIOD	\$59.12	\$0.85	\$0.15	\$0.60	\$57.52	\$12.50		\$5.49	\$2.00	\$2.20	\$35.33	\$1.54	\$0.69	\$33.10	\$26.02
<u>LIMITED APPRENTICE</u>															
4TH PERIOD	\$48.73	\$0.85	\$0.15	\$0.60	\$47.13	\$12.50		\$5.49	\$2.00	\$2.20	\$24.94	\$1.04	\$1.42	\$22.48	\$26.25
3RD PERIOD	\$46.65	\$0.85	\$0.15	\$0.60	\$45.05	\$12.50		\$5.49	\$2.00	\$2.20	\$22.86	\$1.04	\$1.39	\$20.43	\$26.22
2ND PERIOD	\$44.57	\$0.85	\$0.15	\$0.60	\$42.97	\$12.50		\$5.49	\$2.00	\$2.20	\$20.78	\$1.04	\$1.35	\$18.39	\$26.18
1ST PERIOD	\$42.49	\$0.85	\$0.15	\$0.60	\$40.89	\$12.50		\$5.49	\$2.00	\$2.20	\$18.70	\$1.04	\$1.32	\$16.34	\$26.15

SUB FUND=JOURNEYPERSON TAXABLE WAGE PLUS, ANNUITY, PENSION, 401H AND WELFARE TIMES 3% MINUS \$.25  
 APPRENTICE 8TH PERIOD PLUS ANNUITY, PENSION, 401H AND WELFARE TIMES 3% MINUS \$.13

ADDITIONAL \$.67 FOR ALL CATEGORIES PER 2013 AMENDMENT

WORK ASSESSMENT IS 1.5% OF JOURNEYPERSON TOTAL BENEFICIAL WAGE PLUS \$.71

WORK ASSESSMENT IS 1% OF APPRENTICE TOTAL BENEFICIAL WAGE PLUS \$.11

**ARTICLE XIII**

**Apprentice & Training**

**Section 1.** All duly qualified Apprentices shall be under the supervision and control of a Joint Apprenticeship and Training Committee (JATC) composed of ten (10) members, five (5) of whom shall be selected by the Employer and five (5) by the Union. Said JATC shall formulate and make operative such rules and regulations as they 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 a part of this Agreement.

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

**Section 3.** It is hereby agreed that the Employer shall be entitled to apply to the JATC on the basis of one (1) Apprentice for each four (4) Journeypersons regularly employed throughout the year, not to exceed fifteen (15) Apprentices, and said ratio shall govern the consideration and granting of Apprentices by the Committee; however, the Employer may petition the JATC for authorization to exceed the fifteen (15) Apprentice limit and the Committee shall consider such requests on an individual company basis and may in their judgment agree to permit a firm to exceed the limit

**Section 4.** All applicants for Apprenticeship shall have attained a minimum age of eighteen (18) years. Each Registered Apprentice shall serve an Apprenticeship of four (4) years and such Apprentices shall not be put in charge of work on any job and shall work under the supervision of a Journeyperson until their Apprenticeship term has been completed and they have qualified as Journeypersons.

**Section 5.** A graduated wage scale for Apprentices shall be established and maintained on the following percentage basis of the established taxable wage rate of Journeyperson Sheet Metal Workers and shall be as follows:

<b>First Year</b>	
First Half - 40%	Second Half - 45%
<b>Second Year</b>	
First Half - 55%	Second Half - 60%
<b>Third Year</b>	
First Half - 65%	Second Half - 70%
<b>Fourth Year</b>	
First Half - 75%	Second Half - 85%

Contributions to the Health and Welfare Fund on behalf of all 3rd through 8th period apprentices shall be made at the Journeyperson contribution rate; Contributions to the Health and Welfare Fund on behalf of 1st and 2nd period Apprentices shall be \$3.50/hr. less than 3rd through 8th period Apprentices. Contributions to the Pension Fund on behalf of all 1st through 8th period Apprentices shall be made at 50% of the Journeyperson contribution rate. No contributions shall be made to the section 401(h) component of the Pension Fund on

behalf of Apprentices and the Annuity Fund contributions for all Apprentices shall be frozen for the term of this Agreement at \$2.00 per hour. This Agreement is made with the understanding that, except for previously grandfathered Philadelphia Apprentices and Limited Apprentices, service covered by a reduced pension contribution rate as compared to the Philadelphia area commercial journeyperson's contribution rate will earn a pro rata share of a journeyperson's pension credit, determined by multiplying the Philadelphia area commercial journeyperson's pension credit by a fraction, the numerator of which is the reduced contribution rate and the denominator of which is the Philadelphia area journeyperson's contribution rate.

**Section 6.** Registered Apprentices shall be rotated from one kind of work to another in the shop or on the job site, so that training shall be fully integrated. The Employer agrees that failure to comply with proper application of the Apprentice Standards, if such is so decided by the JATC, shall be sufficient cause for removal of any or all Apprentices in their employ.

**Section 7.** The parties hereto agree that the Employer shall pay directly, each Apprentice in their employ, for time spent in attendance at day-time school in the same manner as if they were employed at work.

(a) The Employer shall be eligible for reimbursement, from the Industry Fund of the Sheet Metal Contractors Association of Philadelphia and Vicinity, of the direct payroll expenses up to the limits defined by the Trustees of the Industry Fund, incurred for the Apprentice's attendance at day-time school provided:

1. The Employer makes application for reimbursement using the forms provided by the Industry Fund within thirty (30) days of the school day to be reimbursed;
2. The Employer is obligated to contribute to the Industry Fund of the Sheet Metal Contractors Association of Philadelphia and Vicinity for all hours worked by each Employee covered by this Collective Bargaining Agreement and is not delinquent in their payments to this Fund;
3. There is written verification to the Industry Fund that the Apprentice did, in fact, attend class on his/her regularly scheduled class day;
4. There is verification that the Employer has completed and returned to the apprentice school the monthly apprentice evaluation form supplied to the Employer by the Trustees of the Joint Apprenticeship and Training Fund.

The Trustees of the Industry Fund of the Sheet Metal Contractors Association of Philadelphia and Vicinity, through their administrator, reserves the right to amend the level of reimbursement available through this program, audit the records of any contractor applying for reimbursement of their direct payroll expenses for an Apprentice's attendance at day-time school.

(b) The Employer hereby agrees to indemnify and hold harmless the Union from and against any and all cost, expenses (including attorney's fees), and damages that may be incurred in connection with any action, suit, claim or proceeding that may be brought against the Union which arises from or relates to obligations or responsibilities set forth in Article XIII, Section 7(a).

It is especially agreed and shall be mandatory that Apprentices shall be required to attend classes in related instructions as directed by the JATC. Not less than one hundred and forty-four (144) hours of such related instruction shall be provided each year to each Apprentice.

**Section 8.** Registered Apprentices shall not be employed outside the territorial jurisdiction of the Union, as designated in this Agreement, unless specific permission is given by the Union and the Local Union having jurisdiction where the work is located.

**Section 9.** Registered Apprentices shall not be assigned to or employed by any Employer whose principal business is such as does not meet the requirements of training in required skills as established by the JATC and the established Standards of Apprenticeship.

**Section 10.** Any Apprentice or Employer affected by a decision of the JATC, regarding discipline, discharge or reassignment, may appeal to the Joint Adjustment Board. The appeal must be filed within fourteen (14) days of the Joint Apprenticeship and Training Committee's decision. The Joint Adjustment Board must meet within fourteen (14) days of receipt of the request, unless the time is extended by mutual agreement of all parties, to render a final and binding determination.

**Section 11.** The parties agree that an Apprentice, prior to entering into his/her third year, shall be given a mandatory unpaid leave of absence to participate in programs sponsored by the Union.

**Section 12.** It is the understanding of the parties to this Agreement that the funds contributed by signatory Employers to the International Training Institute for the Sheet Metal and Air Conditioning Industry (ITI) and any Local Joint Apprenticeship and Training Fund (local JATF) will not be used to train Apprentices or Journeypersons who will be employed by Employers in the Sheet Metal Industry not signatory to a Collective Bargaining Agreement providing for contributions to the ITI and a local JATF. Therefore, the Trustees of the ITI and local JATF shall adopt and implement a Scholarship Loan Agreement Program which will require Apprentices and Journeypersons 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 ITI and local JATF materials, facilities and personnel utilized in training. If a local JATF does not implement the Scholarship Loan Agreement, the local JATF shall be prohibited from utilizing ITI materials and programs.

## ARTICLE XIV

### Safety, Tools and Conditions

**Section 1.** The Employer, if not immediately or otherwise subject to state laws governing unemployment and workers' compensation, health, safety and other laws of benefit to the members of the Union, shall immediately become subject to and comply with all such laws in all states in which work is performed and shall furnish the Union with satisfactory evidence of such action when requested. The Employer agrees to be fully responsible in faithfully discharging all Employer duties and responsibilities applicable to the Employer by OSHA and any other Federal, State or Local safety regulations.

(a) The Employer will provide potable water, hard hats with chin straps, hard hat liners, eye shields, hearing protection, gloves, foul weather gear (when necessary), and/or other safety devices as may be required by law, local ordinance or at their discretion to prevent or reduce industrial accidents.

**Section 2. Asbestos** - This Agreement provides that no Employees shall be required to work on asbestos contaminated building sites. At locations where asbestos has been

removed to a safe level of contaminant and certified by the licensed inspector to be safe, Employees will be permitted to work. Prior to work commencing on asbestos sites, the Employer will supply, at no expense to the Employees, a complete set of proper dress gear as required and approved by OSHA. Such equipment shall include coveralls, gloves, foot protection, respirators and head gear and be provided to each Employee at the asbestos job site designated.

**Section 3.** It shall not be a violation of this Agreement if the Union orders any or all Employees to immediately cease work on any job site or in the shop of the Employer nor shall it be violation of this Agreement or a cause for discharge if any Employee or Employees refuse to work because conditions under which they must work are considered unsafe or unhealthy.

**Section 4.** If an Employee, with the agreement of a representative of the Employer, deems it necessary or wise to have an injury attended to by a doctor, either in their office or at a hospital during work hours, they shall be paid for the time required from the time they leave the job until they return or, if they are advised by the doctor not to return to work, they shall be paid for the balance of the day.

An Employee who must seek a doctor's treatment during working hours for an injury occurring at work, will be paid at their regular rate of pay for their lost working time at the doctor's office provided that they will not be paid for more than eight (8) hours of working and nonworking time on that day. The Employee will make every effort to receive repetitive medical therapy after work hours.

**Section 5.** The Employer will have posted at the shop and job site the name, address, and telephone number of a nearby doctor and hospital.

**Section 6.** The Employer will provide scaffolding, ladders, rope, mechanical lifts and other tools and equipment in good, safe condition.

(a) The Employee will endeavor to keep all tools and equipment entrusted to their use and care in good and safe condition and will promptly report failures or weaknesses in such tools and equipment. No Employee shall be required to use any equipment considered to be unsafe and should question arise as to whether or not equipment is safe, the issue shall immediately be referred to the Union and the Employer for settlement.

(b) The Employee will furnish and wear, where required, approved safety shoes and clothing without unsafe appendages. Optical eye glasses shall have non-shatter type lenses.

(c) When required by law or by direction of the Employer, Employees will wear hard hats, eye shields, dust masks and hearing protection furnished by the Employer.

(d) Employees who fail or refuse to comply with directions of the Employer with regard to OSHA safety provisions may be subject to penalties by the Employer. Such penalties are not to be arbitrarily or maliciously assessed, and before assessment, shall be subject to review by the Union.

(e) All injuries shall be reported by the injured Employee to the Union and the Employer within twenty-four (24) hours on forms provided by the Union and acceptable to the Employer and their insurance company. A copy of this form will be filed with the Association. Failure to report as herein provided, shall not, however, in any way diminish or void the Employee's legal rights or privileges.

**Section 7.** Journeyperson Sheet Metal Workers and Registered Apprentices covered by this Agreement shall provide for themselves all necessary hand tools.

**Section 8.** It shall not be a violation of this Agreement or cause for discharge if any Employee declines to use explosive actuated tools.

**Section 9.** Journeyperson Sheet Metal Workers and Registered Apprentices covered by this Agreement shall not be permitted or required as a condition of employment to furnish the use of an automobile or other conveyance to transport workers, tools, equipment or material from shop to job site, from job site to job site or from job site to shop. Means for such transportation is to be provided by the Employer except that Journeyperson Employees may carry the following Employer-supplied hand tools on occasion, but only as and when the Employee freely agrees: a Whitney Punch; an electric drill; a reciprocating saw; an electric cord; a caulking gun; a small box each of screws, rivets, and bolts; but only when necessary for the work they are performing. Whenever it is necessary for an Employee to go out of their normal way to or from work to get or carry these tools, they shall be paid a rate equal to the then current Internal Revenue Service (IRS) allowance for deduction business miles driven for each mile so traveled as expensed and for any additional time shall be paid for same at their regular rate of wages. 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 site at starting time or from job site to home at quitting time. Absolutely nothing else may be carried by an Employee in their own automobile or other personal conveyance without specific approval of the Union.

**Section 10.** The Employee shall be reimbursed by the Employer for the first and last day of parking at a jobsite, upon providing to the Employer a valid receipt for parking expenses.

**Section 11.** The Employer agrees that they shall reimburse Employees for loss of tools, clothes or other property reasonably located at the job site or shop, by proven theft, or fire or other damage beyond the control of the Employee provided, however, that the maximum paid will be three hundred fifty dollars (\$350.00) in each case to each Employee sustaining such loss, and provided receipts are presented for such tools and clothing and/or property. Reimbursement to the Employee will be made by the Employer within one week from the time the Employee delivers to the Employer receipts for such replacement tools, clothing, or property.

**Section 12.** Employees shall conscientiously safeguard, to the extent reasonably possible, all tools which are furnished to them by the Employer, against loss or pilferage. The Employer agrees that they will provide a suitable and safe receptacle for all tools, both those of the Employer and the Employee.

**Section 13.** The Employer agrees to install proper ventilation systems in the shop in such areas as welding, plasma cutting, grinding, insulation, etc., when materials and equipment are being used that may prove to be hazardous and unhealthy to Employees.

**Section 14.** The Employer shall provide a clean, heated shelter or space for Sheet Metal Workers in cold weather, so Employees may change their clothes and eat their lunch on jobs of twenty (20) working days or more duration.

**Section 15.** Any Employee who is discharged for alcohol or drug use and who, after testing within a twenty-four (24) hour period by a qualified laboratory or doctor approved by the Employer and the Union, tests negative for either drug and/or alcohol use, the Employee will be reinstated with back pay for all time lost directly related to this incident.

**Section 16.** The Sheet Metal Industry Advancement Committee has developed, maintains, and will from time to time amend, a joint statement known as the "Drug and Alcohol Free Workplace Policy", a "Mobile Phone (PDA) Policy, and a "Non-Smoking Policy". These Policies may be adopted by an Employer upon written notice to the Association and the Association shall notify the Union.

**Section 17.** As of October 31, 2008 all Journeyperson Sheet Metal Worker Members of Local #19 are required to complete the OSHA 10 hour training course. It is the Goal of the unionized Sheet Metal Industry for all Journeypersons to complete the OSHA 30 hour training program by the expiration of this agreement.

Journeypersons failing to complete the OSHA 10 hour training requirements will not be referred for employment until this requirement is satisfied.

## ARTICLE XV

### Picketing

**Section 1.** The Employer agrees that it shall not be a violation of any term, provision or requirement of this Agreement, if Employees covered by this Agreement refuse to cross or work behind any legal picket line established by a 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 to perform any work operations that were being performed by persons on strike.

**Section 2.** The Employer recognizes the Union's internal picketing rules and the necessity thereof and pledges non-interference therewith. The Union will strive to avoid serious conflict with Employer's job scheduling when assigning members to picket duty.

## ARTICLE XVI

### Pinpointing, Specialty Agreements & Addendums

**Section 1.** In recognition of the serious nonunion competition and infringement upon Local Union No. 19 jurisdiction by other crafts from within Local Union No. 19's boundaries, let it be understood that the President/ Business Manager of Local Union No. 19 is empowered to take whatever steps are necessary, including additional flexible conditions on particular jobs sometimes known as "Pinpointing", to enter into specialty agreements and addendums to this Agreement to ensure that such work will be captured for our membership.

**Section 2.** It is further understood that all signatory Employers to this Agreement cooperate fully in reference to this Article XVI.

## ARTICLE XVII

### Union Representatives

**Section 1.** Union Representative shall have the right to enter the shop of the Employer with notification.

**Section 2.** Stewards may be appointed within the rules of the Union any job site or shop of the Employer and the Employer shall be notified. The Employer agrees to recognize Stewards in the settlement of minor or ordinary grievances and job problems.

(a) Stewards appointed in the shop will be done so with mutual consent of the President/Business Manager or Business Representative, the Shop Foreperson and the employer's designated representative.

(b) Stewards shall have nothing to do with matters related to the referral, hiring, layoff or discharge of Employees except that the Employer shall have each new Employee report to the Steward so that they may know each other.

(c) Stewards shall have no authority whatsoever to call order or create a strike or work stoppage. They shall report all serious matters to the Union Office.

(d) Stewards shall be given by the Employer reasonable time to perform their normal duties and shall be given reasonable time to check, at the job site where they are employed and report on any sheet metal work not included in the Employer's contract during the regular working hours and without loss of wages. Stewards shall not be dilatory or waste time in the performance of their duties and shall report to their Foreperson before devoting time to checking other work. Under no circumstances shall a Steward make any arrangement with the Employer or others that will conflict with or be in violation of this Agreement.

(e) Stewards shall be the next to last Employee laid off and the first rehired in the shop or on the job site, unless just cause is established by the Employer and in no case, shall a Steward be laid off or transferred prior to consultation with the appropriate representative of the Union.

(f) The Union at its discretion may appoint one (1) Steward for Employers who work in the Architectural or Specialty fields

(g) The Union may appoint one (1) Steward for all Employers with ten (10) or less Employees provided:

1. Said Steward will be picked from such company's current work force;
2. Said Steward will work without restriction where directed and as directed by the Employer.

## ARTICLE XVIII

### Work Rules

**Section 1.** The parties agree that the following Work Rules shall be considered a part of the Collective Bargaining Agreement between the Employer and the Local Union and all subsequent Collective Bargaining Agreements between said parties:

(a) The selection of Sheet Metal Forepersons and General Forepersons shall be entirely the responsibility of the Employer. Forepersons and General Forepersons shall take orders from individuals designated by the Employer.

(b) There shall be no limit on production by Employees or restrictions on the full use of tools or equipment or on the number of Employees assigned to any crew or to any service other than may be required by safety regulations. Sheet Metal Workers shall perform any of the work of the craft and shall work under the supervision of the craft Foreperson.

(c) Security procedures for control of tools, equipment and materials are solely the responsibility of the Employer.

(d) Employees shall be at their place of work at the starting time and shall remain at their place of work until the quitting time in accordance with the historical custom and practice prevailing in the locality. The parties reaffirm their policy of a fair day's work for a fair day's wage.

(e) Except as otherwise provided herein, practices not a part of terms and conditions of Collective Bargaining Agreements will not be recognized.

(f) Slowdowns, standby crews and feather-bedding practices will not be tolerated.

(g) A Steward shall be a qualified worker performing work of their craft and shall exercise no supervisory functions. There shall be no non-working Stewards.

(h) There shall be no illegal strikes, work stoppages or lockouts.

(i) When a Local Union does not furnish qualified Employees within forty-eight (48) hours (Saturdays and holidays excluded), the contractor shall be free to obtain Employees from any source in accordance with the hiring hall provisions of the local Agreement, if any.

(j) It is agreed that overtime is undesirable and not in the best interest of the industry or the Employees. Therefore, except in unusual circumstances, overtime will not be worked. Where unusual circumstances demand overtime, such overtime will be kept at a minimum.

(k) If the contractor so elects, they may work shift work at a rate and under the conditions in the applicable Agreements. If the Agreements do not contain rates and conditions pertaining to shift work, the parties shall negotiate the same prior to the start of the job. The Employer shall determine the number of Employees to be assigned to each of the shifts as established.

## ARTICLE XIX

### Owners and Owner-Members

**Section 1.** The Employer shall employ at least one (1) Journeyman Sheet Metal Worker who is not a member of the firm on all work specified in Article I of this Agreement.

**Section 2.** The Employer agrees that not more than one (1) owner, partner, officer, stock holder, or agent involved either directly or indirectly in the ownership or management of a sheet metal shop or business shall work with the tools of the trade or on any productive equipment or on the work specified in Article I of this Agreement, but such work shall be confined to the Employer's shop only.

**Section 3.** Owner-members will operate in accordance with provisions of the Sheet Metal Workers' International Association Constitution and Ritual, and the Trust Agreements of the various Funds such as Vacation, Health and Welfare, Pension, Annuity and Local Union No. 19 SUB Fund. They shall not be required to perform picket duty under the rules of Local #19.

**Section 4.** The Union agrees that the terms and conditions herein will be available only to HVAC Sheet Metal Contractors who maintain a properly equipped fabrication shop. This shall not apply to Architectural Sheet Metal Contractors, Specialty Sheet Metal Contractors, and Environmental Balancing Contractors.

## ARTICLE XX

### Grievance Procedures

**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 fully authorized representative of the Union, if possible. An Employer may have the local Association present to act as their representative. To be valid, grievances must be raised within thirty (30) calendar days following the occurrence given rise to the grievance, or if the occurrence was not ascertainable, within thirty (30) calendar days of first knowledge of the facts given 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 Joint Adjustment Board having jurisdiction over the parties and such Board shall meet promptly on a date mutually agreeable to the members of the Board, but not more than fourteen (14) calendar days following the request for its services, unless the time is extended by mutual agreement of the parties, or the Joint Adjustment Board. The Board shall consist of an equal number of representatives of the Union and of the local Employers' Association, and both sides shall cast an equal number of votes at each meeting. The local Employers' Association, on its own initiative, may submit grievances for determination by the Board as provided in this Section. Except in the case of a deadlock, a decision of the Joint Adjustment Board shall be final and binding.

Submission of a grievance to the Joint Adjustment Board shall occur 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 both parties.

In the event that the Joint Adjustment Board is unable to render a decision in any matter within five (5) calendar days after the first meeting of the Board, then either party may invoke the procedures of the American Arbitration Association as set forth herein. After the five (5) calendar day period, the procedure of the American Arbitration Association must be invoked within thirty (30) days.

**Section 3.** Grievances not settled as provided in Section 2 of this Article may be appealed jointly or by either party to a Neutral Arbitrator selected pursuant to the Rules for Labor Arbitration of the American Arbitration Association. The Arbitrator's decision shall be submitted in writing and shall be final and binding upon both parties (except as expressly limited by Section 4 of this Article). The fee of the Arbitrator and the administrative fee for the American Arbitration Association shall be borne by the losing party.

**Section 4.** The Joint Adjustment Board or Neutral Arbitrator shall have no authority to change, amend, add to, or detract from any of the provisions of this Agreement.

The Joint Adjustment Board or Neutral Arbitrator is empowered to render such decisions and grant such relief to either party as they deem necessary and proper, including awards of damages or other compensation.

**Section 5.** In the event any party fails or refuses to comply with any decision of the Joint Adjustment Board or Neutral Arbitrator without appeal, within thirty (30) days notice thereof, the Joint Adjustment Board may, in addition to any other legal remedies which may be available to the parties, cancel the involved agreement.

**Section 6.** 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 grievance involved.

**Section 7.** Nothing contained in this Article shall apply to any controversy or dispute arising out of any notice of re-opening of this Agreement as provided in Article XXII thereof.

**Section 8.** It is understood and agreed that the parties will continue to follow the Rules, Regulations and Procedures of the Sheet Metal Industry Joint Adjustment Board of Philadelphia and Vicinity as amended May 1, 2010.

It is further understood and agreed that there will be no stoppage of work, strike, lockout or other interference with work while either party has invoked the procedures of this Article XIX, except as permitted by this Agreement or where either party fails or refuses to comply with any decision of the Joint Adjustment Board or Neutral Arbitrator without appeal, within thirty (30) days notice.

**Section 9.** The parties hereto agree that all Employers and Local Union Business Representatives and Officers thereof, resorting to the provisions of this Article XIX and availing themselves of the procedures therein provided, expressly waive and relinquish in the individual and their representative capacities, any and all potential claims against any member or members of the appropriate Joint Adjustment Board. It is further agreed that individuals serving as members of such Board are arbitrators performing a quasi-judicial function.

## ARTICLE XXI

### Severability Clause

**Section 1.** It is not the intention of the parties hereto to violate any existing Federal, State or Municipal Law or legal regulation. However, should any article, section, paragraph, sentence or clause within this Agreement be held to be illegal or in contravention or violation of any applicable existing law by a court of competent jurisdiction, such part or parts shall immediately be held to be inoperative under this Agreement. All other parts hereof shall continue to remain in full force and effect for the duration of this Agreement. It is the intent of both parties, hereto, that those parts of this Agreement not found to be illegal would have been agreed to and included herein whether or not the others were included.

## ARTICLE XXII

### Term of Agreement

**Section 1.** This Agreement shall become effective on the first day of May, 2013, and remain in full force and effect through the last day of April, 2016, and shall continue in force from year to year after unless written notice of reopening is given not less than ninety (90) days prior to the expiration date. In the event such notice of requested reopening is served, this Agreement shall continue in force and effect until conferences relating thereto have been terminated by either party.

**Section 2.** Notwithstanding, any other provisions of this Article, an award of the Joint Adjustment Board rendered pursuant to the procedures prescribed in Article XIX of this Agreement, may as a part thereof, direct the cancellation of this Agreement.

The undersigned Employer, having been given a copy of the Collective Bargaining Agreement between Local Union No. 19 of the Sheet Metal Workers' International Association of Philadelphia, Pennsylvania and Vicinity and the Sheet Metal

Contractors Association of Philadelphia and Vicinity, effective May 1, 2013, hereby agrees, having read or having the opportunity to read such Agreement, based upon the mutual covenants and considerations contained therein and for the purposes of collective bargaining set forth therein, and intends to be legally bound to by all terms and conditions of said Collective Bargaining Agreement.

**Section 3.** By execution of this Agreement the Employer authorizes the Sheet Metal Contractors Association of Philadelphia and Vicinity (SMCA) to act as its collective bargaining representative for all matters relating to this Agreement. The parties agree that the Employer will hereafter be a member of the Multi-Employer bargaining unit represented by said Association unless this authorization is withdrawn by written notice to the Association and the Union at least one hundred and fifty (150) days prior to the then current expiration date of this Agreement.

**Sheet Metal Workers' International  
Association Local Union No. 19**

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Gary J. Masino

Date

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Employer

Date

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COPY

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