SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION LOCAL UNION NO. 63

RECEIVED
APR 01 2011
DIV. OF OCCUPATIONAL SAFETY
BOSTON OFFICE

Central-Western Massachusetts & Windham County Vermont

AFL-CIO
32 STEVENS STREET
SPRINGFIELD, MA 01104
(413) 733-8332 (413) 733-8340

UNION AGREEMENT
EFFECTIVE JULY 1, 2008 THROUGH JUNE 30, 2014

INDEX

REGULAR WORK WEEK/
OVERTIME . . . . . Page 15
HOLIDAYS . . . . . Page 15
SHIFT WORK . . . . . Page 16
MILEAGE . . . . . Page 17
(a) ROOM & BOARD . . . . . Page 18
(b) WAGES & HIGHER WAGE SCALE . . . . . Page 18
DIRECT DEPOSIT Page22
SHOW-UP TIME PAY Page22
NOTICE OF LAYOFF . . . . . Page 23
EMPLOYEE NOTICE OF QUITTING . . . . . Page 23
LOST TIME DUE TO INJURY ON JOB . . . . . Page 23
ITI & NEMI . . . . . Page 23
SHEET METAL OCCUPATIONAL HEALTH TRUST . . . . . Page 23
BEREAVEMENT PAY . . . . . Page 24
TOOLS . . . . . Page 24
OSHA 10 HOUR TRAINING . . . . . Page 26
OSHA 30 HOUR TRAINING. . . . . Page 26
CELL PHONE & PAGER USE . . . . . Page 26
GRIEVANCES . . . . . Page 26
APPRENTICES . . . . . Page 30
ORGANIZED MEMBERS . . . . . Page 32
EFFECTIVE DATE AND LENGTH OF AGREEMENT. . . . Page 32
STEWRDS CLAUSE . . . . . Page 34
CONTRIBUTION RULES . . . . . Page 35
FOREMAN'S CLAUSE . . . . . Page 37
HIGH-RISE BUILDINGS . . . . . Page 38
UNION SECURITY . . . . . Page 38
RESOLUTION 78 . . . . . Page 42
INTEGRITY CLAUSE . . . . . Page 43
DEKLEWA LAW . . . . . Page 44
PENSION ALTERATIVE SCHEDULE. . . . . Page 45
ALT. SCHEDULE LETTER OF UNDERSTANDING . . . . . Page 46

AGREEMENT

ARTICLE I

SECTION 1. This agreement covers the rates of pay and conditions of employment of all employees of the Employer engaged in but not limited to the (a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, work and all other materials used in lieu thereof and of all airveyor systems and air handling systems regardless of material used including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and duct lining; (c) testing and balancing of all air-handling equipment and duct work; (d) the preparation of all shop and field sketches used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches; (e) cornice work; (f) lockers/ toilet partitions and shelving; (g) service work; (h) hepa filter; and (I) all other work included in the jurisdictional claims of Sheet Metal Workers' International Association.

I (a). This association has established and claims full jurisdiction over the estimating, manufacture, fabrication, assembling, handling, erection, hanging, application, adjusting, alteration, repairing, dismantling, reconditioning, commissioning, testing, servicing and maintenance of all HVAC and sheet metal work, all working drawings or sketches (including those taken from original architectural and engineering drawings and sketches) used in fabrication and erection; said jurisdiction to include all flat, formed in brake or press, corrugated or ribbed sheets and all rolled, drawn, pressed, extruded, stamped or spun tubing, shapes and forms of plain or protected steel, iron, tin, copper, brass, bronze, aluminum, zinc, lead, German silver, Monel metal, stainless or chrome steel or any and all other alloy metals, ferrous and non-ferrous, together with all necessary or specified reinforcements, brackets, hangers, straps, plates, tees, angles, channels, furring, supports, anchors, rods, chains, clips, frames, ornaments, trimmings, grilles, registers, castings, hardware and equipment, mechanical or otherwise, regardless of gauge, weight or a material when necessary or specified for use in direct connection with or incidental to the manufacture, fabrication, assembling, handling, erection, hanging,

application, adjusting, alteration, repairing, dismantling, reconditioning, testing and maintenance of all sheet metal work; said jurisdiction to also include the fastening of any and all materials and equipment specified in this jurisdictional claim, whether same be applied to wood, steel, stone, brick, concrete or other types of structure, base or materials, with full jurisdiction over the making of all connections, attachments, seams and joints, whether nailed, screwed, bolted, riveted, cemented, poured, wiped, soldered, brazed, welded or otherwise fastened and attached, and all drilling and tapping in connection with or incidental thereto.

(b). Any and all types of sheet metal foundation forms, wall forms, column forms, castings, moldings, plain, or corrugated domes, slab forms, flat, ribbed or corrugated sheet forms used in connection with concrete or cement construction, including sheet metal inserts to provide specified openings, also permanent column guards.

(c). Any metal roofing, including underlayment regardless of material, and any and all types of sheets, flat, formed in brake, corrugated or otherwise formed or reinforced, and all rolled, drawn, pressed, extruded, stamped or spun sheets, shapes and forms of plain or protected metal specified for use in connection with or incidental to roofing, decking, flooring, expansion joints, siding, waterproofing, weatherproofing, fireproofing, soundproofing for base and support of other materials, or for ornamental or other purposes.

(d). Any and all types of formed, rolled, drawn, stamped, pressed sheet metal shingles, sheet metal tile, sheet metal brick, sheet metal stone and sheet metal lumber, when specified for use as roofing, siding, waterproofing, weatherproofing, fireproofing, soundproofing or for ornamental or any other purpose.

(e). Any and all sheet metal work regardless of material specified for use in connection with or incidental to steeples, domes, minarets, lookouts, dormers, louvers, ridges, coping, roofing, decking, hips, valleys, gutters, outlets, roof flanges, flashing, gravel stops, leader heads, down spouts, mansards, balustrades, skylights, metal siding and composite panels including supports, studs, sheathing, drywall and related materials, solar shingle panels, PVC metal and Sarnafil metal, cornice molding, columns, capitals, panels, pilasters, mullions, spandrels and any and all other shapes, forms and design

of sheet metal work specified for use for waterproofing, weatherproofing, fireproofing, soundproofing, ornamental, decorative or display purposes, or as trim on exterior of buildings.

(f). Any and all types of sheet metal buildings including hangars, garages, service stations, commercial or storage buildings of permanent or portable design, whether manufactured, fabricated, or erected to meet specific requirements or whether constructed of standard patented units of flat, formed in brake, corrugated, rolled, drawn, or stamped sheets, shapes and forms of plain, protected or ornamental design.

(g). Any and all types of sheet metal marquees, vestibule and storm door enclosures, window frames, moldings, cornices, pilasters, mullions, panels, sills, heads, awning covers, corner posts, stops, light troughs reflectors and deflectors, bulletin boards and any and all types of sheet metal signs specified for use in connection with or incidental to display windows, building fronts, store fronts, and theater fronts, for fireproofing, weatherproofing, waterproofing, ornamental or display advertising purposes.

(h). Any and all types of sheet metal billboards, bulletin boards and sheet metal signs specified for use on the exterior and in the interior of buildings for advertising and display purposes, and any and all types of sheet metal signs and bulletin boards specified for use in connection with or incidental to the equipment and operation of theaters, hotels, hospitals, apartments, factories and other types of buildings of interior or exterior design.

(i). Any and all sheet metal work used in connection with or incidental to the equipment and operation of grain elevators, mills, factories, warehouses, manufacturing plants and commercial buildings, including elevator legs and enclosures, chutes, hoppers, carriers, spirals, automatic and other conveyors, package chutes, fire apparatus and enclosures for same, pipes and fittings, dampers, machine guards, cyclones, fans, blowers, dust collecting systems, ovens and dryers, heating, ventilation and air conditioning, and all other types of sheet metal work and equipment, mechanical or otherwise, in connection with or incidental to the operation thereof.

(j). Any and all types of sheet metal window frames, sash, bucks, doors, frames, trim, picture molding, freeze molding, wire molding, chair rail and base panels, wainscoting, mullions, pilasters, sills, permanent vestibule partitions, smoke and fire screens, portable and permanent screens and partitions for hospitals, office, commercial and factory use, toilet, shower and dressing room partitions, elevator and other types of enclosures specified for use as equipment and interior trim.

(k). Any and all types of sheet metal ceilings with cornices and moldings of plain, ornamental, enameled, glazed, or acoustic type, and any and all types of side walls wainscoting of plain, ornamental, enameled, or glazed types, including sheet metal tile, and the application of all necessary wood or metal furring, plastic or other materials, to which they are directly applied.

(l). Any and all moving picture booths and any and all sheet metal work in connection with indirect lighting systems, including side lights and foot lights in theaters, auditoriums, schools, etc.

(m). Any and all types of sheet metal work HVAC design, specified for use in connection with or incidental to direct, indirect or other types of heating, ventilating, air conditioning, and cooling systems, including risers, stacks, ducts, fittings, retrofittings, dampers, casings, recess boxes, outlets, radiator enclosures, exhausts, ventilators, frames, grilles, registers, diffusers, cabinets, fans and motors, air washers, filters, air brushes, housings, air conditioning chambers, all setting hanging and start up of air conditioning units, unit heaters, or air-veyor systems and air handling and air treating systems, all testing and balancing systems, including air, hydronic, electrical and sound regardless of material used including all equipment and/or reinforcements in connection therewith including all smog control, cleaning of air systems and equipment, air pollution and recovery systems and component parts thereof, including setting of same by any method; any and all work in connection with and/or incidental to the manufacture, fabrication, handling, erection, installation, maintenance and repair of solar energy systems, including but not limited to residential, commercial, institutional and industrial installation; all installation and removal of lagging, all lagging over insulation and all duct lining; testing adjusting and balancing and the commissioning of all air-handling, hydronic,

electrical and sound equipment and duct work; and any and all other sheet metal work equipment, mechanical or otherwise, in connection with or incidental to the proper installation servicing and operation of said systems, and all duct connections to and from same.

(n). Any and all types of energy and indoor air quality (IAQ) auditing used in connection with or incidental to energy management and commissioning of buildings including analyzing utility rates, weather data, energy consumption records, contract drawings and specifications, as-built drawings, operating logs; surveying building site and envelope; investigating space utilization and operating practices; observing and testing lighting, power, heating, ventilating, air conditioning, humidification, automatic control, food service, transportation, heat recovery solar and process systems; performing operation and maintenance energy conservation measures; monitoring results of energy management retrofit measures; servicing energized systems after retrofit.

(o). Any and all types of sheet metal work in connection with or incidental to residential work, including metal roofing and siding, gutters, downspouts, kitchen vents, bathroom vents, prefabricated fireplaces, shower enclosures, heating and air conditioning equipment and service incidental to the proper installation and operation of same.

Any and all types of warm air furnaces, including assembling and setting up of all cast iron parts, all stoker, gas and oil burner equipment and all gas piping used in connection with warm air heating, all sheet metal hoods, casings, wall stacks, smoke pipes, trunk lines, cold air intake, air chambers, vent pipes, frames, registers, dampers and regulating devices, and all other sheet metal work and equipment, mechanical or otherwise, in connection with or incidental to the proper installation servicing and operation of same.

(p). Any and all types of sheet metal work in connection with industrial work including but not limited to industrial, generating, steel and aluminum, oil refining, chemical, coking, nuclear, power and similar type plants and all other work in connection therewith including exhaust, smog control, air pollution and recovery systems, air-veyor systems and component parts thereof including setting of same by any method, imbedments, installation and drawings for unistruts and erection of support steel.

Any and all types of sheet metal smoke pipe, elbows, fittings and breeching for boilers, heaters and furnaces. All sheet metal lagging and jackets on engines. Any and all sheet metal drip pans, exhaust pipes, heads, safety flues, and other appliances in connection with or incidental to boilers, heaters, furnaces, engines, machinery, etc.

(q). Any and all types of sheet metal furniture and equipment, lockers, shelving, library stacks, warehouse, factory and storage stacks, bins, sinks, drainboards laboratory equipment, etc., specified for use as equipment or incidental to the operation of offices, factories, libraries, hotels, hospitals, apartments, schools, banks, public and semi-public buildings, and for general commercial use, and any and all types of caskets and coffins.

(r). Any and all sheet metal work in connection with or incidental to the equipment and operation of kitchens in hotels, restaurants, hospitals, lunch rooms, drug stores, banks, dining cars, public and semi-public buildings, including ranges, canopies, steam tables, work tables, dishwashers, coffee urns, soda fountains, warming closets, sink drainboards, garbage chutes and incinerators, refrigerators and other sheet metal work in connection with kitchen equipment or refrigerating plants.

(s). Any and all types of sheet metal work in connection with or incidental to laundry equipment and machinery, washers, clothes dryers and laundry chutes.

(t). Any and all types of sheet metal work, coppersmith work and mechanical work in connection with or incidental to the manufacture, fabrication, assembling, maintenance and repair of automobiles, buses, trucks, airplanes, pontoons, dirigibles, blimps, and other type of aircraft and equipment, and any and all types of aircraft hangars.

(u). Any and all types of sheet metal chandeliers, lamps and lighting fixtures, ornaments, decorations, household ware, and miscellaneous articles for use in factories and mills; any and all types of sheet metal switch boxes, cut-out boxes, panel boards, cabinets, and speaking tubes.

(v). Any and all types of sheet metal badges, buttons, and novelties with all hard or soft soldering in connection with same by flame or other method.

(w). Any and all types of sheets, tubing, pipes and fittings, used in connection with or incidental to coppersmith work, regardless of gauge or material. The manufacture, fabrication, assembling, erection, maintenance, repair and dismantling of all said coppersmith work, including the bending of tubes, pipes and coils and all pipe fitting in connection with or incidental thereto and the testing of equipment when installed to ensure proper operation.

(x). Boats and Ships, Definition and Duties. Manufacture, fabrication, assembling, erection, hanging, application, adjusting, alteration, repairing, dismantling, re-conditioning, testing and maintenance of all sheet metal work and coppersmithing work in connection with or incidental to building, maintenance and repair of ships and boats, including smoke stacks, life rafts, life buoys, crow's nests, bulkheads, telegraph and speaking tubes, switch and cut-out boxes, lagging on boilers and engines, lining of all partitions, paint and lamp lockers, refrigerating compartments, battery compartments, galleys and shower baths, ventilation and kitchen equipment, ventilation piping and fittings, sheet metal lockers, sheet metal doors, sheet metal windows, steel and non-ferrous metal sheathing, sheet metal casings for housing cable, gong pull and mechanical telegraph leads, and metal lagging for machinery, boilers, pipelines, etc., sheet metal structural partitions and enclosures including pilasters, wire mesh and incidental fittings, launch and boat canopies, galley ranges, and their smoke pipes, sheet metal dresser tops, sheet metal ventilator cowls, air tanks, fuel oil tanks, battery lockers, metal furniture, sheet metal containers for handling and storing foods, paints, water and other materials, cooking utensils, funnels, measures and similar miscellaneous articles made of sheet metal; covers with sheet lead, such articles as battery boxes, battery shelves, iceboxes and other wooden and steel parts, and items subject to corrosion; measures, marks and cuts sheet lead to size; fits and forms it about surface to be covered by heating and hammering about the edges and into corners until snug fit is obtained; making templates, forms, developing, laying out and cutting patterns, shearing, flanging, forming bumping, rolling, spinning, punching, stamping, riveting, soldering, and all resistance welding (including,

but not limited to, spot and seam welding) performed on machines designed for that purpose in connection with fabrication, assembly and repair of all sheet metal and all reinforcements in connection with the above specified work.

(y). Roofing, Damp and Waterproofing.
The right to apply and install (i) Slate, tile, asbestos and asphalt roofing shingles and all cementing, laying of felt, paper, insulation or other underlayment, dressing, punching, cutting either by hand or by machinery in connection with slate, tile, asbestos and asphalt shingles and any and all substitute materials taking the place of slate, tile, asbestos and asphalt shingles and the removal of slate and tile when the same is to be re-laid.

(ii) Above deck roof vapor barriers of all kinds, roof insulation of all kinds, composition and built–up roofing of all kinds including hot and cold applied, single ply application, prepared, plastic, fluid applied, sheet applied and mastic roofing, all associated roof surfacing including aggregates, coating, traffic planks, and decorative finishes.

(iii) Any and all materials used for damp proofing, waterproofing and/or weatherproofing regardless of location in building system or method of application of all laying of tile, brick, wood block, mastic or composition decks or floor when laid in pitch, tar, mastic or any other form of bitument, all pre-formed waterproofing, compressed paper, chemically prepared paper, burlap and substitute waterproofing products.

(iv) All slabs of precast concrete, composition, mineral or other such materials placed over roofing or waterproofing.

(v) Unloading, handling and hosting of all tools and materials to be used in connection with the work described above except where cranes or other heavy equipment us required. Employees shall operate their own job site equipment including but not limited to pumps, kettles, burners, hoist, spray guns, conveyors, mixers and all gasoline, propane or electrically powered equipment used in composition roofing system installations.

(vi) Any and all materials used in connection with the Environmentally Friendly Green Roofing Systems, including roofing, damp proofing, waterproofing and weatherproofing regardless of location and maintenance thereof.

These rights shall apply in localities where there is no established local union of the United Union of Roofer, Waterproofers and Allied Workers Association.

(z). Any and all welding in connection with the work specified in this Article.

(aa). Railroad shopmen shall include sheet metal workers (tinners), coppersmiths and pipe fitters employed in shops, yards, buildings, on passenger coaches, work equipment, etc., and on engines of all kinds, skilled in the building, erecting, assembling, installing, dismantling and maintaining parts made of sheet copper, brass, tin, zinc, white metal and lead, black planished, galvanized and pickled iron, aluminum, stainless and chrome steel, Monel metal, German silver, and any other base or alloyed sheet metal. This shall include all flat, formed in brake or press, corrugated or ribbed sheets on rolled, drawn, pressed, extruded, stamped or spun shapes, tubing or forms of any sheet metal together with all necessary or specified reinforcements, hangars, brackets, hardware and fittings, mechanical or otherwise, regardless of gauge or weight of metal when part of the operation or fabrication of parts; brazing, sort or hard solder, torch spray or hand soldering tinning, leading, babbitting, bending, fitting, cutting, threading, brazing, clamping, testing, connecting and disconnecting of air, water, sand, gas, oil and steam pipes and the operating of babbit fires and pipe threading machines, oxyacetylene , Thermit electric welding on work generally recognized as sheet metal worker's work. This jurisdiction includes the work performed in the Maintenance of Equipment, Maintenance of Way and all other departments of the railroad.

(bb). Any and all work on structures and systems involving sheathing, encapsulating, neutralizing, decontaminating, ducting, vending, removing, bagging, boxing, wrapping, transporting or otherwise disposing of matter in solid, liquid, or gaseous form that is, or may be toxic, noxious, but not limited to, radon or other harmful

gas, fibrous glass, asbestos or other friable or particulate matter, and material contaminated by chemical, bacterial, microbiological, or radioactive substances. All items of work described in Section (a) to (bb) in which plastics or other materials are used in lieu of sheet metal.

(cc). All drawings and sketches by computer-aided design (CAD), hand, backgrounds, coordination used in shop fabrication and/or field erection, computer-aided manufacturing and pick off-the transformation, manual or electronic, from shop drawings to shop fabrication of ductwork and related items.

(dd). All computer room and clean room air systems including but not limited to floors, wall, fume hoods, ceilings, HEPA filters, any other filtration systems and other appurtenances there of and other architectural sheet metal work and metal wall protection systems.

All fabrication, handling and installation of semiconductor and nanotechnology industry-related air systems, including, but not limited to vacuum pump and/or tool exhaust systems, scrubber pipe/duct (regardless or material used), headers and exhaust to atmosphere, exhaust fans, dry scrubbers, exhaust, vent lines from gas, tool and vacuum pump cabinets, exhaust lines from wet benches and burn boxes, all dampers and/or air valves associated with exhaust/vent lines listed in this Section.

(ee). Milling, fashioning, joining, assembling, erection, fastening or dismantling of all material of wood, plastic, metal, fiber, cork and composition, and all other materials as well as the handling, cleaning, erecting, installing, repair, renovation, maintenance, and dismantling of all machinery and equipment.

(ff). Any and all work with and on robotics, included but not limited to, rigging, handling, installing, maintaining, programming, and use of all stationary and/or portable robots, including the use of all robots used in any industry, including the use of all robots used in any industry, including the nuclear field.

(gg). All items of work described in Section (a) to (ff) in which plastics or other materials are used in lieu of sheet metal, or the operation of any equipment, methods, processes or new technology

used as a substitute, replacement or change of traditional HVAC and sheet metal jobs, methods or procedures.

(hh). Each local union and council of this Association and all officers, representatives and members thereof are obligated to recognize, protect and to be governed by the jurisdictional rights as set forth herein, and no local union, council, officer, representative, or member thereof shall waive or relinquish claim to any such work or submit same to arbitration except with the approval and authority of the General President.

(ii). Nothing contained in this Section shall be construed as any limitation on the jurisdictional claims of this Association to production work.

ARTICLE II

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

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

ARTICLE III

SECTION 1. The Employer agrees that none but journeymen and apprentice sheet metal workers shall be employed on any work described in Article I and, further, for the purpose of proving jurisdiction, agrees to provided the Union with written evidence of assignment on the employer's letterhead for certain specified items of work to be performed at a job site prior to commencement of work at

the site. List of such specific items, which may be revised from time to time, as agreed to by and between SMACNA and SMWIA, shall be provided to the Employer.

ARTICLE IV

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

ARTICLE V

SECTION 1. The Employer agrees to require membership in the Union, as a condition of continued employment of all employees performing any of the work specified in Article I of this Agreement, within eight (8) days following the beginning of such employment of the effective date of this Agreement, whichever is the 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 fee uniformly required as a condition of acquiring or retaining membership.

SECTION 2. If during the term of this Agreement the Labor Management Relations Act of 1947 shall be amended by Congress in such a 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.

ARTICLE VI

SECTION 1. The regular workweek shall be thirty-eight (38) hours. The regular working day shall consist of eight (8) hours labor in the shop or on the job between either/or 7:00 a.m. and 3:30 p.m. or 8:00 a.m. and 4:30 p.m. to be mutually agreed between the Union and the Contractor, with eight (8) hours pay except Fridays, which shall be a six (6) hour working day, that of either/or 7:00 a.m. to 1:30 p.m. or 8:00 a.m. to 2:30 p.m...and the regular working week shall consist of five (5) consecutive days labor in the shop or on the job, beginning with Monday and ending with Friday of each week. All full time or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. Except as otherwise provided pursuant to Section 4 of this Article, all work performed outside the regular working hours and performed during the regular work week and first eight (8) hours on Sat. will be paid at (1-1/2) times regular work rate. All other hours on Sat, Sun, and Holidays will be paid at two (2) times regular work rate. All journeymen and apprentices will be allowed to have a ten (10) minute coffee break, morning and afternoon. There will be no afternoon coffee break on Fridays. If men are working out-of-town on Friday, the hours of the Local Union will prevail with no overtime in effect. It is further agreed that on a General Contractor job, we will work their hours, at the discretion of the Business Manager.

Overtime: All overtime, Monday through Friday and the first eight (8) hours on Saturday will be at time and one half (1-1/2). All other hours, Sundays, Holidays and after 8 on Saturdays, will be at double time (2). Coffee breaks on overtime will be addressed at two (2) hour intervals and all coffee breaks will be ten (10) minutes.

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

SECTION 2. New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day, and Sunday shall be recognized as holidays. All work performed on holidays shall be paid as follows: two times (2) the regular rate.

SECTION 3. It is agreed that all work performed outside of regular working hours during the regular workweek and on holidays shall be performed only upon notification by the employer to the local union in advance of scheduling such work. Preference on overtime and holiday work shall be given to men on the job on a rotation basis so as to equalize such work as nearly as possible. With the exception of the steward and foreman of Local #63, who shall always be included on overtime work when crew size is greater than four (4). Employees working overtime shall so notify the Union Office personally.

SECTION 4. Shift Work-When a member of Local #63 or men working within the jurisdiction of Local #63 are required to work shift work, said member shall be paid Fifteen percent (15%) above his regular wage rate. If a third shift is required, Twenty-five percent (25%) above the regular wage rate shall be paid. Second shift shall start right after the normal end of first shift for that company and third shift 8 ½ hours after the second shift. Should a contractor start in the middle of second shift and continue into the third shift the pay of both shifts shall apply. Also if overtime is worked the overtime is paid at that shifts percentage.

All shift work shall be on a voluntary basis. No member of Local #63 or member working within the jurisdiction of Local #63 shall work more than one (1) shift in succession. There shall be twenty-four (24) hours between starting shifts before a member may work again. If workmen work more than eight (8) hours in a row, (6 hours on Friday), said additional hours shall be compensated at the proper overtime rate. All Sundays and Holidays shall be double-time. All shift work shall be performed between 12:00 a.m. Monday and 11:59 p.m. Friday.

On all work a fifteen (15) day notice of commencement of shift work shall be given to the Local Union by the Contractors involved in said shift work. All other shift work shall have the approval of the Business Manager of Local #63 before work is commenced. Each shift shall last at least one (1) week and have a different Steward appointed by the Union. Lunchtime to start four (4) hours after starting shift.

All shifts shall be governed by all work rules and working conditions as outlined in this Agreement.

ARTICLE VII

All Mileage & Room and Board effective July 1, 2008

SECTION 1. When an Employer has no regular established shop within the jurisdiction of Local #63 and has work within the jurisdiction of Local #63 he shall be considered to have a shop located at the Springfield City Hall. All mileage will start and stop at this point, regardless of distance, except jobs, which shall be considered board and room jobs. All working rules and conditions shall accrue from this point.

SECTION 2. Men working for a Local #63 Contractor, when asked to go straight to a job in area where shop is located and employee is to go straight home from job site, providing mileage does not exceed twenty-four (24) miles round trip, mileage rates will not prevail. This will be a Travel Free Zone. Travel pay shall be paid at the rate of thirty-eight (38) cents per mile for all miles over twelve (12) miles. (Example) If the job site is 50 miles from the employee's house or shop, whichever is closer, mileage would be 50 miles – 12 miles free zone = 38 miles x 38 cents per mile x 2 = 28.88. When asked to report to any job site, once journeyman or apprentice is at shop or job site mileage will be paid from shop to job or job to job or job to shop, workmen shall be paid thirty eight cents ($0.38) per mile for all miles traveled and will start and stop at the shop. It is also agreed; the Employer shall pay for parking where no free parking is available. Transportation shall be paid weekly to and from the job. **NOTE: On July 1, 2010 mileage at .38 cents per mile will be adjusted to The Prevailing Federal Mileage Allowance. On July 1, 2012, and 2014 mileage will again be adjusted to The Prevailing Federal Mileage Allowance.**

(a) There shall be no unnecessary mileage. Local contractors shall be allowed to pay mileage from his shop or from the employee's home, in whichever he chooses. Out-of-town contractors whose shop is considered to be Springfield City Hall, shall pay mileage from the Springfield City Hall or the Member's home, whichever he chooses.

ROOM AND BOARD

(b) Jobs outside a 70 mile radius from the members home or shop, shall be considered board and room jobs, for local contractors. Jobs outside a 70-mile radius from Springfield City Hall or the Member's home shall be considered board and room jobs, for out-of-town contractors.

Any job 70 to 125 miles from the shop or the member's home, for local contractors, and from Springfield City Hall or the member's home, for out-of-town contractors, shall be Forty-five Dollars ($45.00) Per working day, jobs 125 miles or over, shall be Sixty-five Dollars ($65.00) per working day. It is understood that if a journeyman or apprentice is sent to work, he shall be paid room and board if sent by the Employer, on room and board jobs. In Metropolitan and Resort areas, upon presentation of receipts, employees will be reimbursed for their rooms. The Travel Free Zone does not apply to room and board jobs.

SECTION 1. The minimum rate of wages for journeymen sheet metal workers covered by this Agreement when employed in a shop or on a job within the jurisdiction of the Union to perform any work specified in Article I of this Agreement shall be paid the current wage per hour, except as hereinafter specified in Section 2 of this Article.

SECTION 2. On all work specified in Article I of this Agreement, fabricated and/or assembled by journeymen sheet metal workers and apprentices within the 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 journeymen employed on such work in the home shop or sent to the job site.

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

1. Ventilators
6. Mixing (attenuation) boxes

2. Louvers
3. Automatic and fire dampers
4. Radiator and air conditioning unit (enclosures)
5. Fabricated pipe and fittings for Residential installations and light Commercial work as defined in the locality
7. Plastic skylights
8. Air diffusers, grilles, registers
9. Sound attenuators
10. Chutes
11. Double-wall panel plenums
12. Angle rings

SECTION 4. The provisions of section 2 of this Article shall not be applicable to AIR POLLUTION CONTROL SYSTEMS fabricated for the purpose of removing air pollutants, excluding air conditioning, heating, and ventilating systems. In addition, the provisions of the Section 2 of this Article will not be applicable to the manufacture of spiral pipe and fittings for high-pressure systems.

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

SECTION 6. When the Employer has any work specified in Article I of this Agreement to be performed outside the area covered by this Agreement and within the area covered by another Workers' International Association, and qualified sheet metal workers are available in such area, he may send no more than two (2) sheet metal workers per job into such area to perform any work which the Employer deems necessary; both of whom shall be from the employer's home jurisdiction. All additional sheet metal workers shall come from the area in which the work is to be performed. Journeymen sheet metal workers covered by this Agreement who are sent outside of the area covered by this Agreement shall be paid at least the established minimum wage scale specified in Section 1 of this Article but in no case less than the established wage scale of the local Agreement covering the territory in which such work is performed or supervised, plus all necessary transportation, travel time, board and expenses while employed in that area, and the Employer shall be otherwise governed by the established working conditions of that local Agreement. If employees are sent into an area

where there is no local Agreement of the Sheet Metal Workers' International Association covering the area then the minimum conditions of the home local union shall apply.

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

SECTION 8. Welfare benefit contributions shall not be duplicated.

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

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

SECTION 9. Wages at the established rates specified herein shall be paid weekly in the shop or on the job at or before quitting time on any Monday through Friday or each week, and no more than two (2) days' pay will be withheld. If pay is not received within two days of the end of the workweek the member or members will receive eight hours pay per/day until paid (this section is under the discretion of the business manager).

However, employees when discharged shall be paid in full.

All signatory Contractors shall be allowed to pay in check. If the Local #63 Business Manager has a reasonable doubt that a local signatory contractor cannot maintain significant funds to cover checks issued by the contractors for wages, the Business Manager, may request the local signatory contractor to pay in cash.

All other contractors working within the jurisdiction of Local #63 shall pay wages in cash. If the contractor who is not signatory to Local #63 pays in check, at the discretion of the Business Manager, one (1) hour shall be given to each man to cash his check, if other arrangements are not made.

The minimum rate of increase of wages for journeymen sheet metal workers covered by this agreement when employed in a shop or on a job within the jurisdiction of the Union to perform any work specified in Article 1 of this Agreement shall be as follows: This is a six year contract with a three year re-opener (wages will be set for three years and language for six years) after three years only wages will be negotiated unless both parties agree to make a change in the contract.

July 1st 2008	$1.15 =	$ .51Pension
		$ .61 Wage
		$ .03 SASMI
Jan 1st 2009	$.85 =	$ .20 H&W
		$ .44 Wage**
		$ .14 Annuity
		$ .05 Education
		$ .02 SASMI
July 1st 2009	$1.15 =	$ .40 Pension
		$ .49 Wage**
		$ .17 Annuity
		$ .05 Education
		$ .04 SASMI
Jan 1st 2010	$1.00 =	$ .30 H&W
		$ .47 Wage**
		$ .16 Annuity
		$ .05 Education
		$ .02 SASMI
July 1st 2010	$1.10 =	$ .42 Pension
		$ .46 Wage**
		$ .14 Annuity
		$ .05 Education

		$ .03 SASMI
Jan 1st 2011	$1.20 =	$ .35 H&W
		$ .56 Wage**
		$ .20 Annuity
		$ .05 Education
		$ .04 SASMI

** Organizing $.02 - Relief (After Taxes)

CONTRACTORS SIGNATORY TO LOCAL #63 AGREE WITHIN 30 DAYS OF SIGNING THIS AGREEMENT TO OFFER DIRECT DEPOSIT TO EACH AND EVERY EMPLOYEE TO BE BANKED WEEKLY IN CONJUNCTION WITH PAYROLL. UPON THE MEMBER SIGNING THE NECESSARY FORMS. THIS ASSIGNMENT CAN ONLY BE DONE QUARTERLY AS TO THE AMOUNT OF THE WEEKLY DEDUCTION.

Distribution of all increments to be determined by Local #63 Members, with a 30 day notice given to all Contractors prior to the implementation of the increases.

During the life of this Agreement, if Local #63's members vote by secret ballot, at a Special Notified Meeting, 30 days in advance of an upcoming increment, to postpone the upcoming increment for six (6) months, this would extend the life of this Agreement for one (1) year. Also, if the members postponed additional increments, this would further extend this Agreement, not to exceed five (5) years.

The Employer further agrees that all journeymen, apprentices employed by him shall be protected in accordance with the State Workmen Compensation Act and States Employment Security Laws.

The Employer further agrees that the State & Federal Right to know and the State Jury Duty Laws are to be abided by.

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

control. Determination of said control shall be at the discretion of the Business Manager.

Employees shall be given four (4) hour notice of layoff and be paid in full at the time of layoff. Employees not so notified shall receive two (2) hours pay.

When an employee quits, he must give the Employer four (4) hours notice.

Any employee injured while working and forced to leave his employment in order to obtain medical treatment for such an injury, said employee shall be paid for time lost on the day employee was injured. When additional treatments are required by the employee because of the afore-mentioned injury, a maximum of two (2) hours pay will be paid to said employee for his last visit.

SECTION 11. Each Employer covered by this Agreement shall employ at least one (1) journeyman sheet metal worker who is not a member of the firm on all work specified in Article I of this Agreement.

SECTION 12. The Employers will contribute to the International Training Institute for the Sheet Metal and Air Conditioning Industry twelve cents ($0.12) per hour for each hour worked by each employee of the employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the Fund, or the purposes of collection and transmittal through National Benefit Funds Office, Alexandria, VA.

The Employers will contribute to the National Energy Management Institute Committee, a jointly administered trust fund, Three cents ($0.03) per hour for each hour worked by each employee of the employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the Fund, or for the purposes of collection and transmittal through National Benefit Funds Office, Alexandria, VA.

Effective as of the date of this Agreement the employers will contribute to the Sheet Metal Occupational Health Institute Trust two cents ($0.02) per hour for each hour worked by each employee of the

employer covered by this Agreement until the Institute Trustees determine that the Trust is financially self-sufficient. Payment shall be made on or before the 20th day of the succeeding month and shall be purposes of collection and transmittal through the National Benefit Funds Office, Alexandria, VA.

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

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

SECTION 13. Bereavement pay for Local #63 members only Two (2) days paid for spouse, children, father, mother, sister, brother,Grandparents.

ARTICLE IX

SECTION 1. Journeymen and apprentice sheet metal workers covered by this Agreement shall provide for themselves all necessary hand tools.

SECTION 2. SPECIALTY TOOLS- Such as Micrometers and Calipers are to be furnished by the Contractors. Also all power tools and battery operated drills will be furnished by the contractors.

SECTION 3. Necessary hand tools shall be carried in vehicles belonging to workmen of Local #63. Journeymen and apprentice sheet metal workers covered by this Agreement shall not be permitted or required as a condition of employment to furnish the use of automobile or other conveyance to transport men, tools, equipment

or materials from shop to job, from job to job, or from job to shop; facilities for such transportation to be provided by the Employer. This provision shall not restrict the use of an automobile or other conveyance transport its owner and personal tools from home to shop or job at starting time or from shop or job to home at quitting time. However a drill, extension cord, Whitney punch, and other items belonging to the Employer may be carried in the employee's vehicle at the discretion of the Business Manager using good common sense.

(a) On any ductwork exceeding 96 inches in perimeter and 24 feet in length, two (2) hi-jacks will be used. Each hi-jack will be manned at all times while one (1) man is making the duct connections.

(b) The Employer shall reimburse all employees against loss of tools and clothing at the shop or job site, due to robbery, when locked in gang box or secured in a room, where forced entry can be proven, or loss through fire or explosion. Maximum $400.00.

(c) Employees Responsibility of Company Tools/ Safety Equipment

1. When an employee is given a tool or safety equipment to be used in the field he or she will sign out that tool or safety equipment recording the date, model, serial number of that tool or safety equipment. After the employee has finished using that tool or safety equipment he or she will return that tool or safety equipment signing that tool or safety equipment back into the log. At this point the employee will no longer be responsible for that tool or safety equipment.

   In the event while using that tool or safety equipment, the tool or safety equipment is stolen or broken it shall be the responsibility of the employee who signed that tool or safety equipment out to report that tool or safety equipment either stolen or broken and return it or report it within five (5) days of the incident.

SECTION 4. OSHA Ten Hour Training. During the length of this Agreement the members of Local #63 agree to take a ten hour OSHA class (two classes totaling ten hours) with the cost of the course split with the contractors association and the local.

SECTION 5. OSHA Thirty Hour Training. OSHA thirty hour training will be available to all contractors who wish to send members for this training. The union agrees to pay for the instructor's time and the contractor agrees to pay the member $375.00 at completion of this course. Payment only after the member has completed the course with certificate.

SECTION 6. No Journeyman or apprentice other than the foreman on projects shall operate a cell phone or pager unless an approval has been received by the Business Manager.

ARTICLE X

SECTION 1. Grievances of the Employer or the Union, arising out of interpretation or enforcement of this Agreement, shall be Settled between the Employer directly involved and the duly Authorized representative of the Union, if possible. An Employer may have the local Association present to act as his representative.

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

SECTION 2. Grievances not settled as provided in Section 1 of this article may be appealed by either party to the Local Joint Adjustment Board having jurisdiction over the parties and such Board shall meet promptly on a date mutually agreeable to the members of the Board, but in no case more than fourteen (14) calendar days following the request for its services, unless the time is extended by mutual agreement of the parties or Local Joint Adjustment Board. The Board shall consist of 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 a Local Joint Adjustment Board shall be final and binding.

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

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

Notwithstanding the provisions of Paragraph 1 of this Section, a contractor who was not a party to the labor agreement of the area in which the work in dispute is performed may appeal the decision of the Local Joint Adjustment Board, including a unanimous decision, and request a Panel hearing as set forth in Section 3 of this Article, providing such appeal is approved by the Co-Chairmen of the National Joint Adjustment Board.

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

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

SECTION 6. In the event of noncompliance within thirty (30) calendar days following the mailing of a decision of a Local Joint Adjustment Board, Panel or the National Adjustment Board, a local party may enforce the award by any legal means including proceedings in a court of competent jurisdiction in accord with applicable state and federal law. The prevailing party in litigation to enforce an award shall be entitled to its costs and attorney's fees in addition to such other relief as is directed by the courts.

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

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

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

If the Co-Chairman of the National Joint Adjustment Board believe that dispute might be adjusted without going to final hearing before the National Joint Adjustment Board, each will then designate a panel representative who shall proceed to the local where the dispute exists as soon as convenient, attempt to conciliate the

differences between the parties and bring about a mutually acceptable agreement. If such a panel representative or either of them conclude that they cannot resolve the dispute, the parties thereto and the Co-Chairman of the National Joint Adjustment Board shall be promptly so notified without recommendation from the panel representatives. Should the Co-Chairman of the National Joint Adjustment Board fail or decline to appoint a panel member or should notice of failure of the panel representatives to resolve the dispute be given, the parties shall promptly be notified so that either party my submit the dispute the National Joint Adjustment Board.

The dispute shall be submitted to the National Joint Adjustment Board pursuant to the rules as established and modified from time to time by the National Joint Adjustment Board. The unanimous decision of said Board shall be final and binding upon the parties, reduced to writing, signed and mailed to the parties as soon as possible after the decision has been reached.

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

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

---

*All correspondence to the National Joint Adjustment Board shall be sent to the following address: National Joint Adjustment Board, P.O. Box 220956,4201 Lafayette Ctr. Drive, Chantilly, VA 22022-0956

ARTICLE XI

SECTION 1. All duly qualified apprentices shall be under the supervision and control of a Joint Apprenticeship and Training Committee composed of six (6) members, three (3) of whom shall be selected by the Employer, and three (3) by the Union. Said Joint Apprenticeship and Training Committee shall formulate and make operative such rules and regulations as they may deem necessary and which do not conflict with the specific terms of this Agreement, to govern eligibility, registration, education, transfer, wages, hours, working conditions of duly qualified apprentices and the operation of an adequate apprentice system to meet the needs and requirements of the trade. Said rules and regulations when formulated and adopted by the parties hereto shall be recognized as part of this Agreement.

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

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

SECTION 4. All applicants for apprenticeship shall be at least age seventeen (17) and each apprentice shall serve an apprenticeship of five (5) years and such apprentices shall not be in charge of work on any job and shall work under the supervision of a journeyman until apprenticeship terms have been completed and they have qualified as journeymen.

SECTION 5. A graduated wage scale for apprentices shall be established and maintained on the following percentage basis of the established wage rate of journeymen sheet metal workers:

First year	First half 45%	Second half 50%
Second year	First half 55%	Second half 60%
Third year	First half 65%	Second half 70%
Fourth Year	First half 75%	Second half 80%
Fifth year	First half 85%	Second half 90%

Fringes for Apprentices shall be paid as follows:

45% Health-Welfare
50% Fringes as above
55% Health-Welfare, National Pension, ITI, Cola Sasmi, Relief Fund, S.M.O.H.I. & SMWIA Scholarship Fund, Labor Management
60% Fringes as above
65% Fringes as above
70% Fringes as above
75% Fringes as above
80% Fringes as above, PLUS ANNUITY

85% Fringes as above, PLUS ANNUITY
90% Fringes as above, PLUS ANNUITY

Full Fringes upon Initiation.

The Union and the Contractors agree to a five (5) year Apprenticeship Program. It was also agreed that all Apprentices must sign the Scholarship Loan Agreement and both parties agreed to support this program through the Apprenticeship Committee. The Union and the Contractors also agree that in a given year the Apprentice Committee agrees upon, the Apprentices will be utilized to help organize as a part of their school year. Each Local Union, within a year, will have to have a full time Organizer and these Apprentices will work in conjunction with this Organizer, also, $.05 per hour will be set aside, from the increments to the Education Fund, for this purpose.

SECTION 6. The local agrees to have testing to place newly organized members in the local working with the J.A.T.C. to do this.

SECTION 7. The local agrees to establish a sub – committee to address issues regarding the service industry. Also establish a specific training curriculum for soldering and service work.

ARTICLE XII

SECTION 1. This Agreement and Addenda Numbers _____ through _____ attached hereto shall become effective on the FIRST day of JULY, 2008 and remain in full force and effect until the THIRTIETH day of JUNE, 2014, and shall continue in force from year to year thereafter unless written notice of reopening is given not less than ninety (90) days prior to the expiration date. In the event such notice of reopening is served, this Agreement shall continue in force and effect until conferences relation thereto have been terminated by either party, provided, however, that the contract expiration date contained in this section shall not be effective in the event proceedings under Article X, Section 8 are not completed prior to the date. In that event, this Agreement shall continue in full force and effect until modified by order of the National Joint Adjustment Board or until the procedures under Article X, Section 8 have been otherwise completed.

SECTION 2. If pursuant to federal or state law, any provision of This Agreement shall be found by a court of competent jurisdiction to be void or unenforceable; all of the other provisions of this agreement shall remain in full force and effect.

SECTION 3. Notwithstanding any other provision of this Article, or any other Article of this Agreement, whenever an amendment to National Joint Labor Relations Adjustment Committee, any party to this Agreement, upon the service of notice to all other parties hereto, shall have this Agreement reopened thirty (30) days thereafter, for the sole and only purpose of attempting to negotiate such amendment or amendments into this Agreement for the duration of the term hereof. There shall be no strike or lockout over this issue.

SECTION 4. Each employer hereby waives any right it may have to repudiate this Agreement during the term of the Agreement,

or during the term of any extension, modification or amendment to this agreement.

SECTION 5. By execution of the Agreement the Employer authorizes SHEET METAL CONTRACTORS ASSOCIATION of WESTERN MASSACHUSETTS. and SHEET METAL and A/C CONTRACTORS NAT'L ASSOCIATION BOSTON, INC. To act as its collective bargaining representative for all matters relating to this Agreement. The parties agree that the Employer will hereafter be a member of the multi-employer bargaining unit represented by said Association unless this authorization is withdrawn by written notice to the Association and the Union at least 150 days prior to the then current expiration dates of the Agreement.

In witness whereof, the parties hereto affix their signatures and seal this 1st day of July, 2008

SHEET METAL CONTRACTORS ASSOCIATION OF WESTERN MASSACHUSETTS

BY _____

(Signature of Officer or Representative)

SHEET METAL and A/C CONTRACTORS NAT'L ASSOCIATION BOSTON, INC.

BY _____

(Signature of Officer or Representative)

CONTRACTOR

BY _____

(Signature of Officer or Representative)

COMPANY

NAME _____

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION LOCAL UNION #63

BY _____

(Signature of Officer or Representative)

ADDENDA TO THE STANDARD FORM OF UNION AGREEMENT

STEWARD'S CLAUSE

1. The Business Manager shall appoint the Stewards, both in the shop or in the field. When said Steward is appointed, he shall be Steward on the job until said job is terminated completely. Each such Steward shall be the last man, other than the regularly employed foreman, to be laid off. Stewards shall be given reasonable time to perform their duties, and report on any sheet metal work not included in the Employer's contract. Such duties shall be performed during regular working hours, without loss of wages. No Steward shall be discriminated against nor laid off without the Contractor putting their grievances in writing, to the Executive Board, so they may advise the Business Manager.

When working for a contractor who is not a signatory contractor of Local #63, then the Steward shall be the last man laid off. Said Steward shall remain the Steward until the job on which he is working is completely finished and terminated.

The Employer shall be notified by the Union when Stewards are appointed by the Business Manager.

DUTIES OF THE STEWARD

(a) Steward, both in the field and in the shop, shall check all dues receipts the first week of the month to determine whether or not Local #63 men are paid up for the coming month in advance. All violations of this rule must be reported to the Union Office by said Steward.

(b) All dues receipts of men working in Local #63 from different locals shall be checked monthly to determine if these men are paid up for the current month. All violations shall be reported to the Local Union Office.

(c) Stewards or foreman in the field shall be given reasonable time to inspect drawings and specifications to determine if

any work covered by the Agreement is being lost to other trades or being given away by the Contractor, all violations shall be reported to the Union Office.

(d) Stewards shall be directly responsible for policing coffee breaks, lunch breaks, starting and quitting time. Any violation of this rule shall be reported to the Union as well as to the men who are directly involved in said regulation.

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 purposes 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.

CONTRIBUTION RULES

1. Hereafter the below listed are to be called the Funds: 1. Relief, 2. ITI, 3. Health & Welfare, 4. Contractors Industry, 5. Annuity, 6. Education, 7. Local & National P.A.L., 8. National Pension, 9. SASMI, 10. Nemi, 11. S.M.O.H.I.T., 12. SMWIA Scholarship, 13. Charity fund, 14. Labor Management, 15.Organizing fund

As the Relief, P.A.L., Charity fund, Organizing fund contributions are deducted, from the wage, after taxes, the wage is to be duplicated on overtime as per Article VI, Section 1, however, contributions are to be remitted on total hours worked.

"Contributions or gifts to SMWIA-PAL are not deductible as charitable contributions for federal income tax purposes."

(a) The Employer shall make available to the Funds, all records of the covered employees that the Funds may require in connection with the sound and efficient operation of said Funds.

(b) In the event that any Employer shall be delinquent in the

payment of the contributions required under the terms of this Agreement for a period beyond the Fifth (5th) of the following month from the date when such payments accrue, ** and shall continue in default after demand is made for payment, the Union reserves the right to remove its members and apprentices from shop and/or of said Employer, and it is further agreed that all employees of said Employers shall be compensated by the Employer in full for the number of work hours lost due to work stoppage caused by such delinquency.

** Fringes are due by the 20th of the following month in which the work occurs.

(c) It is further agreed that any Employer ten (10) days delinquent in his payments to the Funds, shall posts bond guaranteeing payments of such Funds and wages, also any other Funds that may be hereafter established. One (1) to fifteen (15) men- $35,000 bond; Sixteen (16) or more men- $50,000 bond. It is also agreed that any Employer delinquent in his payments to the Funds, shall be charged

15% interest, per annum, for delinquency of fringes over ten (10) days. Payments to all Funds with the exception of the National Funds shall be remitted monthly to the Local #63 Union Office. All National Funds shall be remitted monthly to the National Benefit Fund Office, Alexandria, VA.

(d) Payments to the Funds made as required by this Agreement and made on the due date shall excuse the requirement for a bond, until the occasion on the first delinquency in payment, at which time the bond must be procured, maintained, and furnished to the Union.

(e) When a delinquent Employer fails to furnish said bond to the Union he shall be declared in default and responsible for all legal fees for the cost of pursuing the collection of same.

(f) All monies due under this provision of this Agreement shall be due and payable within forty-five (45) days of approval of this Agreement by the appropriate agency. Failure to make payment of monies due as described herein within forty-five

(45) days shall constitute a violation of this Agreement, and the stoppage shall not be a violation of the Agreement. The Employer also agrees that all employees engaged in a work stoppage as described in the above clause shall be compensated in full for all time lost by the employees of the delinquent Employer.

2. It is further agreed that all Employers party to this Agreement shall contribute to the established Funds, as determined by Local #63, for each Journeymen and apprentice on gross hours worked, the same to be paid monthly.

FOREMAN'S CLAUSE

1. There shall be a member of Local #63 designated as a Foreman in every shop. On every job site where three (3) or more men are employed, one (1) member of Local #63 shall be designated a Foreman. Where there is a multi-story building or buildings which spread out or crews are working separate from each other, there shall be more than one (1) Foreman from

Local #63. Rates are as follows for the above mentioned paragraph:

3 men through 8 men- 1 Foreman, Local #63
$1.50 minimum over the rate

9 men through 11 men- 2 Foreman, Local #63
$1.50 minimum over the rate
12 men through 15 men- 3 Foreman, Local #63
$1.50 minimum over the rate

A general Foreman Local #63 shall be designated when sixteen (16) men or more are employed. Said Foreman shall receive four dollars ($4.00) minimum over the prevailing wage scale. Said Foreman shall act in supervisory capacity only, he shall not handle any tools or erect duct work. There shall be only one (1) general Foreman per job.

Every four (4) men thereafter, another Foreman from Local #63 shall be designated, receiving one dollar and fifty cents ($1.50) above the minimum rate.

Foreman in the field shall be given reasonable time to inspect drawings and specifications to determine if any work covered by this Agreement is being lost to other trades or being given away by the contractor. All violations shall be reported to the Union Office.

WORK ON HIGH-RISE BUILDINGS

4. On all buildings six (6) floors and above or six (6) floors and below, for the journeymen or apprentices' working above the six (6) floor or six (6) floors below the ground level, the work day shall be seven and three-quarters (7-3/4), 8:00 a.m. to 12:00 p.m. and 12:45 p.m. to 4:30 p.m., with eight (8) hours pay (except Fridays). The first (1st) floor level will be determined by taking the average grade level of the building.

UNION SECURITY

5. The Business Manager and Business Agent of the Union shall at all times have the privilege of going through the shops or

Jobs where work is being performed to examine cards of members employed there and transact any business he may have to perform, with prior notification in the Employers Office for safety reasons.

The Union shall select and refer applicants for employment without discrimination against such applicants by reason of or any way affected by Union membership, by-laws, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements.

No member of Local #63 shall be permitted to contract work for himself. Any member moonlighting and any employer aiding and abetting same, by allowing members to use their shops will be brought up on charges.

The Contractors agreed to sign the Integrity Clause and it was also agreed that in the future the members would be asked to sign

their own Integrity Clause. (see page 42). It is further agreed the Contractors will sign the Deklewa Law (see page 43).

The Union and the Contractors will establish a Joint Union/Management Committee on Alcohol/Drug Programs.

No Employer shall loan or borrow journeymen or apprentices without approval of the Union.

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 line established by any bona-fide union, provided the strike or picket line is authorized or sanctioned by a Central Labor Building and Construction Trades, Metal Trades, or other recognized Council of Unions having jurisdiction of the areas involved. No employee covered by this Agreement shall be required to perform any work operations that were being performed by persons on strike.

It shall not be a violation of this Agreement if any employee refuses to work because conditions, under which they work, are considered unsafe or unhealthy. If the person or persons involved in the layoff were directly laid-off because of their refusal to cross picket lines or work under unsafe or unhealthy conditions, these persons shall be compensated for their lost time and rehired by the Contractor involved. Upon notification that Contractor is in violation of job contract, in writing, there shall then be no recourse from the Union.

It is agreed that work to be performed with a composite crew of other trades pertaining to heating and ventilating units, blowers, fans, or any type of heating unit which is to be duct connected or part of duct system, shall be included in Employer's bid in his price for the ductwork. Contractors to submit alternate bid for composite crew.

It is agreed that whenever possible convector covers, like the composite crew will be figured at the time the contractors are figuring the Sheet Metal.

It is further agreed that it shall be mandatory for Contractors to send the Union, a list of all jobs they have on a monthly basis.

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 not more than three (3) men in front of truck cab and no men will be forced to ride in rear of a truck. That each employee so transported shall have insurance coverage for any and all costs and losses resulting from injury while so traveling. Transportation shall be available on job sites at all times.

The Contractor agrees to employ no sheet metal workers in shop or on job, unless they are certified by the Business Manager of the Union, to be members in good standing thereof, or of other locals of the Sheet Metal Workers' International Association.

When required to unload duct or equipment in adverse weather conditions, foul weather gear shall be provided for the men engaged in said operation. This equipment is to include rain suits, rain hats, and boots. It is further agreed that when men are required to work in excessively dirty places, work coveralls shall be provided by the contractor. Further, proper ventilation shall be provided at all times for men welding. The Contractors agree to furnish proper equipment, such as, respirators, gloves, etc., or any such equipment approved by

OSHA, for the men, while working on hazardous materials. It is also agreed that the Contractors will supply Paper Masks and Paper Suits to employees when working on Insulation or Fiberglass ductwork. It is further agreed that the Contractors will make uniform service available to the members, at their own expense. It is further agreed the Contractors will supply non-prescription safety glasses, face shields, goggles & ear protection, where needed.

The maintenance of fans which are part of or used in connection with heating, ventilating, and/or air conditioning sheet metal duct system shall be the work of journeymen sheet metal workers covered by this Agreement and when such system is operating for any purpose, there shall be assigned to such system one Journeyman sheet metal worker whose work shall be responsible for the operation of the system and such coverage shall continue during any period of such operation until the building is occupied.

When four (4) or more men are employed at a job site which lasts three (3) months or more, the Contractor agrees to furnish said men with either a shanty shack or a suitable room for the men's clothing, lunches, etc. In cold months said shanty or room shall be heated and made dry.

In the interest of safety, Contractors shall apply proper staging at all times. If a person is laid off as a result of the aforementioned paragraph, this layoff shall be submitted to the Local Joint Board.

The Employer agrees that whenever possible he will bid for and furnish all necessary materials and equipment, as defined in Article I, Section 1 of this Agreement.

#1. Workman's Compensation: The Contractors and the Union agree that during the life of this contract to pursue the possibility of negotiating a workman's compensation package as permitted by the Massachusetts General Law.

#2. National Health: The Contractors and the Union agree that during the life of this contract to re-open the contract for the sole purpose of discussing how, if enacted, the National Health Program would effect negotiated contributions.

#3. Recruiting Apprentices: The Contractors and the Union agree that during the life of this contract to pursue jointly working on methods to recruit qualified apprentices.

OWNER/MEMBER

Bargaining unit employees hereunder shall include Owner/Members, i.e. employees of incorporated employers who: (a) are officers, directors, or majority stockholders of an incorporated employer; (b) perform work covered by the terms of this Agreement; and (c) are listed on the Registration Statement filed with the Sheet Metal Workers' National Pension Fund. Contributions on behalf of Owner/Members shall be made to the National Pension Fund for all hours for which the Owner/Member is paid or entitled to payment. In any event, however, the Employer will contribute on the basis of the greater of all hours paid or the minimum number needed to maintain

health and welfare plan eligibility but in no event shall the hours be less than 1450 per year.

RESOLUTION #78

WHEREAS, Many thousand members of this International Association and millions upon millions of working men and women in the United States and Canada are unemployed today and too many have suffered a discouraging, prolonged period of unemployment brought about by interest rates and other economic problems besetting both countries, and;

WHEREAS, In addition to high interest rates, the growing encroachment of non-union competition and non-union element created by the popular expansion of double-breasted operations, has pushed the unemployment in the construction industry to a shocking percentage above the national average of any other industry; and;

WHEREAS, Viable programs must be established to meet this non-union competition and insure survival of union contractors;

WHEREAS, This International Association and its affiliated local unions must, once again, take the initiative in meeting these challenges on behalf of our members and to set an example for all building and construction trades unions; therefore,

BE IT RESOLVED, That the delegates to this Convention go on record to urge all local unions that wherever it is necessary to combat the non-union element that they adopt the various addendums and Specialty Agreements designed by this International Association to combat the non-union element and to recoup work for our members by making union contractors more competitive; and;

BE IT FURTHER RESOLVED, The Local Union Business Managers be empowered to expand on said addendums and Specialty Agreements or to take whatever steps necessary, including additional flexible conditions on particular jobs sometimes known as "pin-pointing", to ensure that such work will be captured for our members; and;

BE IT FURTHER RESOVLED, That local unions encourage their signatory contractors to cooperate fully on a local national level to achieve our goal for full employment for all members.

INTEGRITY CLAUSE

SECTION 1. A "bad faith employer" for purposes of this Agreement is an Employer that itself, or through a person or persons subject to an owner's control, has ownership interests (other than a noncontrolling interest in a corporation whose stock is publicly traded) in any business entity that engages in work within the scope of SFUA Article I hereinabove using employees whose wage package, hours, and working conditions are inferior to those prescribed in this Agreement or, if such business entity is located or operating in another area, inferior to those prescribed in the agreement of the sister local union affiliated with Sheet Metal Workers' International Association, AFL-CIO in that area.

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

SECTION 2. Any employer that signs this Agreement or is covered thereby by virtue of being a member of a multi-employer bargaining unit expressly represents to the Union that it is not a "bad-faith employer" as such term is defined in Section 1 hereinabove and, further, agrees to advise the union promptly if at anytime during the life of this Agreement said Employer changes its mode of operation and becomes a "bad-faith employer". Failure to give timely notice of being or becoming a "bad-faith employer". Failure to give timely notice of being or becoming a "bad-faith employer" shall be viewed as fraudulent conduct on the part of such Employer.

In the event any Employer signatory to or bound by this Agreement shall be guilty of fraudulent conduct as defined above, such employer shall be liable to the Union for liquidated damages at the rate of $500.00 per calendar day from the date of failure to notify the Union until the date on which the Employer gives a notice to the

Union. The claim for liquidated damages shall be processed as a grievance in accordance with, and within the time limits prescribed by, the provisions of SFUA Article X.

DEKLEWA LAW

WHEREAS, a question as to the representation of employees for collective bargaining has arisen between ("employer") and SHEET METAL WORKERS LOCAL UNION 63, AFL-CIO; and

WHEREAS, the employer and Local 63 desire to settle this question efficiently and amicably, they each stipulate and agree:

A. That an appropriate unit is all employees of the employer engaged but not limited to the (a) manufacture, fabrication, assembling, handling, erection, and servicing of all ferrous and nonferrous metal work and all other material 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 reinforcement in connection there with; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all air-handling equipment an duct work; (d) the preparation of all shop and field sketches used in fabrication and erection including those taken from original architectural

   and engineering drawings or sketches; (e) all other work included in the jurisdictional claims of the Sheet Metal Workers International Association.

B. A person to be agreed upon by the association(s) and Local 63 shall inspect and compare: (1) signed union authorization cards to be furnished for inspection and comparison by Local 63 and (2) signed employee W-4 forms to be furnished by the employer for the employees in the unit set forth in subparagraph A; and, further, that the person(s) designated in this subparagraph B shall report whether a majority of the employees on the W-4 forms provided by the employer are signatories to the union authorization cards.

C. The employer agrees to recognize Local 63 as the collective bargaining representative of the employees described in

paragraph A upon certification by the person(s) designated in subparagraph B that a majority of employees have signed authorization cards.

MOONLIGHTING

The Union agrees that employees covered under the terms of this agreement shall perform the work defined and stated under the terms of this agreement solely for and under the direction of the company signatory hereto and the Union agrees to strictly enforce the terms, conditions and extent of this section by whatever means are not prohibited by law. The employer agrees to notify the Union of any violation of this section and of any of its employee members of Local 63 purchasing excessive amounts of materials and/or equipment from employer. The employer not notifying the Union shall be in violation of the agreement and said violation shall be handled by the LJAB. Upon the employer notifying the Union the Local Union Trial Board may apply monetary penalties to said violators of the Agreement.

The Contractor and the Union have agreed that whenever they are renovating, remodeling, old construction, new construction, that the work will be done 100% Union.

ADDENDA TO THE STANDARD FORM OF UNION AGREEMENT

The Parties, after due negotiation, hereby adopt the following addendum to the Sheet Metal Workers International Association Local Union #63, Central-Western Massachusetts & Windham County Vermont, Collective Bargaining Agreement dated July 1, 2008 through June 30, 2014 (the Agreement).

Also, the Parties have agreed to use the NPF's "Alternative Schedule" for maximum annual percentage increases in the NPF contributions, during the life of this Agreement, as shown below.

The NPF contribution rates would be increased at July 1st each year according to the maximum possible percentage increases shown below. These contribution rates apply to Journeyman and 45% through 90% Apprentices and Material Handlers.

This Agreement

Year	Increase
2008	10%
2009	7%
2010	7%
2011	5%
2012	5%
2013	4%

The Agreement's remaining terms continue in effect to the extent they are consistent with the **2008 Alternative Schedule.**

LETTER OF UNDERSTANDING
REGARDING INCREASED PENSION FUND CONTRIBUTIONS

The parties intend to execute an addendum to the collective bargaining agreement, adopting the 2008 Alternative Schedule of Benefits for the National Pension Fund for the Sheet Metal Industry. Under the terms of that addendum, there is an increase in the pension contributions paid to the National Pension Fund by the employer.

The purpose of this Letter of Understanding is to reflect the agreement of the parties that any increase in pension contributions that are required by the terms of such addendum shall be allocated from the existing wage/fringe benefit package then established, under the terms of the collective bargaining agreement then in effect between the parties.

In witness whereof, the parties hereto affix their signatures and seal this 1st day of July, 20 08

SHEET METAL CONTRACTORS ASSOCIATION of WESTERN MASSACHUSETTS
BY _____
(Signature of Officer or Representative)

SHEET METAL and A/C CONTRACTORS NAT'L ASSOCIATION BOSTON, INC.
BY _____
(Signature of Officer or Representative)

CONTRACTOR
BY _____
(Signature of Officer or Representative)

COMPANY
NAME _____

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION LOCAL UNION #63
BY _____
(Signature of Officer or Representative)

BUY AMERICAN-THINK UNION

This is a list of Sheet Metal Contractors who employ members of Local Union #63 SMWIA. If you have any questions regarding who is a Union Contractor, please call (413) 733-8332 or (508) 791-4670.

American Locker & Partition
P.O. Box 152
Chester, MA 01011-0152

Bonner Sheet Metal
310 Southwest Cut-Off
Worcester, MA 01604

Carl Fisher Co., Inc.
42 Wilcox Street
Springfield, MA 01105-2209

Farren Associates, Inc.
P.O. Box 566
Holyoke, MA 01041

Greenwood Industries
P.O. Box 2800
Worcester, MA 01613

Hampden Cornice Works
42 Wilcox Street
Springfield, MA 01105-2313

H.B. Foster Co.
15 Bridge Street
Great Barrington, MA 01230

J.D. Rivet Co.
P.O. Box 168
Indian Orchard, MA 01151

LAB Co.
P.O. Box 284
Feeding Hills, MA 01030

Kleeberg Sheet Metal
65 Westover Road
Ludlow, MA 01056

Kleeberg Mechanical Services LLC
65 Westover Road
Ludlow, MA 01056

M & W Heating Inc.
188 Hubbard Avenue
Pittsfield, MA 01201

Milharmer Associates Inc.
534 New State Highway
Route 44, Suite 3
Raynham, MA 02767

Modern Sheet Metal
88A Webster Street
Worcester, MA 01603

Morris Roofing & Sheet Metal
142 Hancock Street
Springfield, MA 01109

MPC Services Inc.
P.O. Box 613
Milbury, MA 01527

Northern Corporation
P.O. Box 3338
Fayville, MA 01745

Performance Testing & Balancing LLC
282 Fomer Road
Southampton, MA 01073

Pittsfield Pipers, Inc.
73 Fourth Street
Pittsfield, MA 01201

Royal Steam Heater Co.
499 Main Street
Gardner, MA 01440

Titan Roofing Inc.
70 Orange Street
Chicopee, MA 01013

Titan Roofing Inc.
165 Harding Street
Worcester, MA 01604

Thomas Young Assoc. Inc.
617 Mill Street
P.O. Box 567
Marion, MA. 02738

William F. Lynch Co., Inc.
50 Millbrook Street
Worcester, MA 01606