

11/03/2014

MEMORANDUM OF UNDERSTANDING.

New Contract Agreement.

Sheet Metal Workers Union, local 17 Fall River/New Bedford bargaining area and the Independent Union Sheet Metal Contractors in this bargaining area.

Memorandum of understanding regarding the new contract agreement that started on October 1, 2013 and ends on September 30, 2016.

The parties agree that the new contract agreement will mirror the previous contract which went into effect October 1, 2005 through September 30, 2010 and the contract extension that ended on September 30, 2013. Including the increased Pension Fund contributions, new drug testing policy, fabrication of conveyor systems and air balancing language.

The only changes in the new contract agreement are a new wage rates and Cell phone language.

The purpose of this document is that all parties agree that any changes or errors from the previous agreement in language, spelling errors, omissions of words or paragraphs will not change the intent of the contract.

X 11/03/15
Date

X 01/07/15
Date

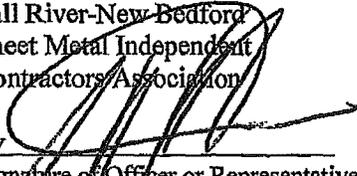
X [Signature]
Local 17, SMWUA

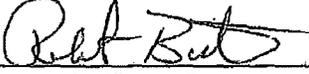
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Contractor
01/07/15
DPS TNP

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: By execution of this Agreement, the Employer authorizes _____ 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be a member of the multi-employer bargaining unit representative by said Association unless this authorization is withdrawn by written notice to the Association and the Union at least 150 days prior to the then current expiration dates of the Agreement.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 thereof, the parties hereto affix their signatures and seal this 12 day of Feb, 2005

Fall River-New Bedford
Sheet Metal Independent
Contractors Association
By 
Signature of Officer or Representative
Twin Tech

Local Union #17
of Sheet Metal Workers'
International Association
By 
Signature of Officer or Representative
Robert Butler, Business Manager

ADDENDA 1992 CONTRACT

#1 - JURISDICTION

The jurisdiction of Local #17 Fall River-New Bedford includes the following territory and the terms of this agreement are applicable in said jurisdiction: New Bedford, Fall River, Acushnet, Assonet, Dartmouth, Dighton, Fairhaven, Freetown, Marion, Mattapoisett, Rehoboth, Rochester, Seekonk, Somerset, Swansea, Wareham, and the counties of Barnstable, Dukes, and Nantucket.

#2 - TRANSPORTATION UP TO 48 MILES

Distances traveled are to be measured from the Employers' shop for resident signatory contractors, and from the Local #17 Fall River-New Bedford Union Hall in New Bedford, Massachusetts for non-resident contractors.

A. Employer provided transportation

On any job within a 12-mile distance from the shop there shall be no compensation, however, the man shall not leave the shop before 6:30 a.m. and must return with the vehicle no later than 3:00 p.m., if a member starts later than six thirty (6:30) a.m. but no later than eight (8:00) a.m., he must return the vehicle no later than eight and one-half hours after starting time, except in industrial plants in the Fall River-New Bedford area where they will be on the job from 6:30 a.m. to 3:00 p.m. or eight and one-half hours after starting time. Start time shall be no later than eight (8:00) a.m.

On any job from 12 to 48 miles distance each man shall receive \$7.00 per day, or any part thereof, to be on the job from 6:30 a.m. to 3:00 p.m.

B. Employee provided transportation

There is a thirty mile free area. Mileage is to be paid at thirty-two (\$0.32) cents per mile per man, (for all jobs bid after October 1, 1999, mileage is to be paid at thirty-four (\$0.34.5) cents per mile), from the 31st mile to the jobsite and back to the 30th mile. (Example - the job is 40 miles away, an 80 mile round trip, the contractor would pay for 20 miles with the 30 miles free in each direction.)

Future increases are as follows:

October 1, 2013	\$	50
April 1, 2014	\$.50
October 1, 2014	\$.50
April 1, 2015	\$.50
October 1, 2015	\$.50
April 1, 2016	\$.50

All future increases to be allocated by the membership at a special order of Business meeting for that purpose.

B. The Employer shall make monthly payments of an amount equal to three percent (3%) of the gross earnings of each employee subject to this agreement to the National Stabilization agreement of Sheet Metal Industry (SASMI) Trust Fund. Gross earnings for the purposes of the agreement shall mean (A) total wages paid to an employee by the Employer which are reportable by the employee for Federal income tax purposes, and (B) any and all contributions paid by such Employer on behalf of the employee to a pension and/or Health and Welfare Fund.

Each Employer agrees to withhold, after taxes, a total of \$0.77 per hour to be remitted to the vacation and holiday fund. These monies to be remitted by the 15th of the following month along with the Health and Welfare and Pension contributions. The vacation and holiday fund monies may be sent in one check.

These increases will be allocated to wages and /or existing funds by vote of the membership of the Local #17 Fall River-New Bedford bargaining unit. This agreement expires on September 30, 2016. 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 for the first three (3) journeymen regularly employed throughout the year. Further, the Employer shall be allowed two (2) additional apprentices or four (4) total for eight (8) regularly employed journeymen, then one (1) for each four (4) regularly employed journeymen thereafter (i.e. 5 for 12, 6 for 16, etc.). Any Employer who has an apprentice on layoff due to lack o work shall be deemed not eligible for a new apprentice. (pre-apprentice ratio see Article XII)

C. Any apprentice indentured on or after September 1, 1988 shall serve under the five (5) year program adopted on that date 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. The wage rates under that agreement are a percentage of the journeyman's as follows. Effective October 1, 2013 the new percentages are as follows:

1st year - probationary	First half - 40%	Second half - 45%
2nd year	First half - 50%	Second half - 55%
3rd year	First half - 60%	Second half - 65%
4th year	First half - 70%	Second half - 75%
5 th year	First half - 80%	Second half - 85%

The term "FULL" refers to the rate paid, per hour, by Employers for journeymen sheet metal workers employed under this agreement.

DB

Owner-members are the direct or indirect owner or spouse of owner, partner or member who is managing the company on a day by day basis.

OWNER-MEMBER, DIRECT OR INDIRECT

It is mutually agreed by the parties hereto that APEX Corp will contribute to the Sheet Metal Workers Local #17 Health and Welfare Fund the amount per hour that is contributed in accordance with the current bargaining unit contract between Local Union #17 of the Journeymen and Apprentices of the United States and Canada and the Sheet Metal Workers' Contractors Association, and as they may be revised from time to time, for the purpose of permitting those employees that are owner-members, direct or indirect, for whom contributions are made, to qualify as a beneficiary under the Sheet Metal Workers Local Union #17 Health and Welfare Plan; subject, however, to the rules and regulations as the trustees shall from time to time establish. Contributions shall be made on the basis of forty (40) hours per week, payable monthly for journeymen sheet metal workers and first year apprentices.

WITNESS WHEREOF, the parties have caused this Agreement to be signed, sealed and delivered by the proper and duly authorized officers and representative, effective as of the date herein set forth.



(Employer)

By Robert Butler
Sheet Metal Workers Local #17
Health and Welfare Fund
Robert Butler, Business Manager

Date Oct 21, 2014

MINIMUM TOOL REQUIREMENT FOR JOURNEYMEN SHEET METAL WORKERS AND FIRST YEAR APPRENTICES

- 1 hand notch
- 1 fairmont tongs (hand seamer)
- 1 five blade crimper
- 1 divider for up to 36" diameter circle
- 1 pair aviation snips (in good working order)
- 1 16 oz. Hammer
- 1 ball peen hammer
- 1 combination snips (bulldogs-cut straight and curves)
- 1 hacksaw (heavy duty)
- 1 mini-saw (jab saw)
- 1 key hole saw (compass saw)
- 2 scatch awls
 - assorted screwdrivers
 - assorted phillips head screwdrivers
- 1 heavy duty utility knife

Owner-members are the direct or indirect owner or spouse of owner, partner or member who is managing the company on a day by day basis.

OWNER-MEMBER, DIRECT OR INDIRECT

It is mutually agreed by the parties hereto that Thomas Young will contribute to the Sheet Metal Workers Local #17 Health and Welfare Fund the amount per hour that is contributed in accordance with the current bargaining unit contract between Local Union #17 of the Journeymen and Apprentices of the United States and Canada and the Sheet Metal Workers' Contractors Association, and as they may be revised from time to time, for the purpose of permitting those employees that are owner-members, direct or indirect, for whom contributions are made, to qualify as a beneficiary under the Sheet Metal Workers Local Union #17 Health and Welfare Plan; subject, however, to the rules and regulations as the trustees shall from time to time establish. Contributions shall be made on the basis of forty (40) hours per week, payable monthly for journeymen sheet metal workers and first year apprentices.

WITNESS WHEREOF, the parties have caused this Agreement to be signed, sealed and delivered by the proper and duly authorized officers and representative, effective as of the date herein set forth.

W.K. Young
(Employer)

By Robert Butler
Sheet Metal Workers Local #17
Health and Welfare Fund
Robert Butler, Business Manager

Date _____

MINIMUM TOOL REQUIREMENT FOR JOURNEYMEN SHEET METAL WORKERS AND FIRST YEAR APPRENTICES

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