

RESIDENTIAL AGREEMENT



Agreement by and Between

THE SHEET METAL AND ROOFING CHAPTER
OF EASTERN OHIO AND WESTERN
PENNSYLVANIA

and

THE INTERNATIONAL ASSOCIATION OF SHEET
METAL, AIR, RAIL AND TRANSPORTATION
WORKERS LOCAL UNION NO. 33
YOUNGSTOWN DISTRICT

JUNE 1, 2022 TO MAY 31, 2027

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YOUNGSTOWN DISTRICT RESIDENTIAL AGREEMENT

ARTICLE I Scope of Work

SECTION 1: This Residential Agreement covers the rate of pay, rules, and working conditions of all employees of the Employer engaged in the fabrication, erection, installation, repairing, replacing and servicing of all residential heating and air conditioning systems and the architectural sheet metal work on such residences.

SECTION 2: Residential shall be defined as applying to work on any single family dwelling or multiple family housing unit where each individual family apartment is individually conditioned by a separate and independent unit or system or four stories or less, excluding all public area (i.e., party rooms, restaurants, garages, swimming pools, boiler rooms, make up air systems, central exhaust systems, not a part of the residential exhaust) or any other building area or system not a part of the family dwelling, or where a predetermined rate has been established under a prevailing wage law or ordinance in excess of the rate established in the residential agreement.

SECTION 3: Residential shall also be defined to include all preventative maintenance (filter changes, belts, contact cleanings or replacements), repairs on all units 7½ tons or less, replacement for current customers all units 7½ tons or less and replacement for current customers all units of 250,000 btu's or less.

SECTION 4: Whenever a residential member is employed on a project outside the scope of work covered by this agreement the union must be notified in writing. The employer must supply the name and the address of the project, the employee's name and the length of the project.

SECTION 5: The Employer agrees that none but residential journeymen, residential trainees, and residential utility workers shall be employed on any work described in Section 1 of this Agreement.

ARTICLE II SUBCONTRACTING

SECTION 1: The Employer shall not subcontract or assign any of the work described herein which is to be performed at a job site to any contractor, subcontractor, or other person or party who fails to agree, in writing, to comply with the conditions of employment contained herein including, without limitations, those relating to Union security, rates of pay and working conditions, hiring and other matters covered hereby for the duration of the project.

ARTICLE III Wages

SECTION 1: The Employer agrees that building trades members and/or residential members employed on January 1, 1985 shall not forfeit or suffer a reduction in wages or fringe benefits due to the adoption of the Agreement.

SECTION 2: The Employer agrees to be bound by the wages, hours, and working conditions contained in the local standard

form of union agreement on any work performed on commercial or industrial establishments, or on any work not specified in Article I, Sections 1, 2 or 3 of this Agreement.

SECTION 3: The wages and working conditions covered by this Agreement are applicable to the Employer's employees regardless of the geographical area in which the employees are performing the work identified in Sections 1 and 2 above. By being bound to or working under the terms and conditions of this Agreement, the Employer acknowledges that they are automatically bound to the terms and conditions of Local Union No. 33 Standard Form of Union Agreement for the geographical area in which it performs the bargaining unit work.

SECTION 4: Wages and working conditions not covered by this Agreement are to be as written in the Local No. 33 Standard Form of Union Agreement for the geographical area in which it performs the bargaining unit work.

SECTION 5: The regular basic hourly wage rate for residential journeymen sheet metal workers covered by this Agreement shall be at nineteen dollars and ninety seven cents (\$19.97) as of June 1, 2022.

Fringes:

Local Pension Fund	\$3.71 hours worked
Health & Welfare Fund	(8.69)
Med Savings	(.45)
	\$9.14 hours worked
Annuity Fund	\$3.08 hours worked
Int'l Training Inst.	\$0.12 hours worked
SMOHIT	\$0.02 hours worked

NEMI	\$0.03 hours worked
Apprentice Fund	\$0.11 hours worked
Service Tech Trg. Fund	\$0.03 hours worked
Industry Fund	\$0.22 hours worked

To Be Deducted From Base Rate:

Administrative Dues	\$0.55 hours worked
P.A.L.	\$0.04 hours worked
C.O.P.E.	\$0.05 hours worked
Rec Fund/Retirees' Fund	\$0.06 hours worked
Target Fund	\$0.06 hours worked
I.A. Work Assessment	\$0.18 hours worked
Building Corp	\$0.01 hours worked

June 2022 increase of \$1.30

June 2023 increase of \$1.30

June 2024 increase of \$1.30

June 2025 increase of \$1.35

June 2026 increase of \$1.35

Please note raises will apply to all residential employees regardless of their current hourly rate.

(a): Effective December 1, 2022, the parties agree to amend the schedule of hourly wages, deductions, and contributions to remove the current Annuity Fund employer contribution and to permit employees to voluntarily defer the following dollar amounts from their gross wages per hour worked (“Elective Deferrals”) to the Sheet Metal, Air, Rail and Transportation Association Youngstown District Annuity Fund (“Plan”) as set forth below, as elected by the Employee:

1. Annuity Fund Elective Deferral: \$3.08 (automatically updated from time to time per the applicable wage sheet);

2. Annuity Fund Elective Deferral plus \$1.00.

(b):An eligible employee shall be permitted to make an election or change his or her deferral election in writing on the form(s) provided by the Plan only in the following circumstances:

1. Within thirty (30) days following the mailing of a Notice from the Plan Trustees to employees regarding the availability of Elective Deferrals;
2. Upon a change in employer; or
3. Annually from May 1 through May 31, to be effective July 1st, or, November 1 through November 30, to be effective January 1st ("Election Period").

Upon receipt of an Employee's Election Form, the Employer must provide a copy of the completed Election Form to the Fund Office and Union within 3 days.

An employee may revoke an election at any time, in writing, effective the following pay period, but shall not be allowed to resume elective deferrals until May 1 through May 31, to be effective July 1st, or, November 1 through November 30, to be effective January 1st. The Employer must provide a copy of the employee's written revocation to the Fund Office and Union within 3 days of receipt.

Should there be any question regarding the election made by the employee, the Trustees of the Plan, whose decision shall be final and binding, shall not accept a

deferral of any amount from the employee's gross wages.

If no election is received during the Election Period, the employee's previous election will continue until revoked.

Elective Deferrals are otherwise governed by the terms and conditions of the Plan document.

SECTION 6: Travel Pay

Travel pay and conditions shall be governed by Local Standard Form of Union Agreement except that residential workers that are required to stay out of town, overnight, while working under the scope of this agreement, will receive an advance per diem for meal expenses for the expected nights out of town. The advance per diem is to be provided weekly to the employees and calculated only for the number of nights they are expected to be out of town that week. If the actual nights out of town are less than anticipated, the advance per diem is to be returned to the employer or applied to the following weeks advance. All out of town accommodations that are made for the employees must provide for all necessary single occupancy room or true double room (separate bedrooms). Board and daily per diem is to be based on the CONUS per diem rates.

ARTICLE IV

Work Week and Overtime

SECTION 1: Installation and Replacement Work

(a) The standard workday will be an established period of up to ten (10) consecutive hours between 7:00 a.m. and 8:00 pm exclusive of a mandatory thirty (30) minute lunch period. Forty hours per week will constitute a week's work, Monday through Saturday inclusive. This scheduling provision shall not be abused.

(b) Except as otherwise provided pursuant to Section 1(c) of this Article, all work performed outside of the regular working hours will be paid at one and one half (1 ½) times the employee's established rate.

(c) All installation or replacement work performed on Sundays or Holidays, or after 60 hours paid in one week shall be compensated at two (2) times the employee's established rate.

SECTION 2: Service Work

(a) The standard workday will be an established period of up to ten (10) consecutive hours between 7:00 a.m. and 8:00 pm exclusive of a mandatory thirty (30) minute lunch period. Forty hours per week will constitute a week's work, Monday through Saturday inclusive. This scheduling provision shall not be abused.

(b) Except as otherwise provided pursuant to Section 2(c)

of this Article, all work performed outside of the regular working hours will be paid at one and one half (1 ½) times the employee's established rate.

(c) All service work performed on Holidays, or after 60 hours paid in one week shall be compensated at two (2) times the employee's established rate. Only emergency service work can be performed on Sundays at 1½ times the rate. Nonemergency service work performed on Sundays will be at two times the rate.

(d) Saturday service work will be limited to preventative maintenance agreements and scheduled service. This will not include emergency on-call service work. This schedule provision will not be abused and shall be on a voluntary basis.

ARTICLE V

Residential Utility Worker

SECTION 1: Residential Utility:

Residential utility workers covered by this agreement shall be paid on the following scale:

First 60 days-----50% of basic taxable wage, but not less than minimum wage.

61st day thru the 90th day – 50% of basic taxable wage, but not less than minimum wage, plus \$0.12 ITI, \$.03 NEMI, \$0.02 SMOHIT.

91st day thru first year--55% of basic taxable wage, but not less than minimum wage, plus \$0.12 ITI, \$.03 NEMI, \$0.02 SMOHIT and the base Health & Welfare amount that will be contributed back to the 61st day.

Second Year-----60% of basic taxable wage, but not less than minimum wage, plus \$0.12 ITI, \$.03 NEMI, \$0.02 SMOHIT and the base Health & Welfare amount.

Third & subsequent years 65% of basic taxable wage, but not less than minimum wage, plus \$0.12 ITI, \$.03 NEMI, \$0.02 SMOHIT and the base Health & Welfare amount.

Residential utility workers may be employed to do any work described in Article I on the basis of 2 journeymen to 1 utility worker and then a ratio of 1:1 after 8 journeymen.

ARTICLE VI

Residential Trainee

SECTION 1:

Residential trainees covered by this Agreement shall be paid on a percentage basis as outlined below:

Residential trainees shall start at Sixty percent (60%) of the taxable hourly base rate of the residential journeymen.

60% - First 60 days	No fringe benefits
60% - 61ST day to the 90th day ITI (0.12), NEMI (0.03), SMOHIT (0.02)	
70% - If after 90 days the trainee is still employed, base Health & Welfare amount will be contributed back to the 61st day plus ITI (0.12), NEMI (0.03), SMOHIT (0.02) and Local pension contribution will begin after 90 days	
75% - Second year	Plus full fringes
80% - Third year	Plus full fringes
90% - Fourth year	Plus full fringes

Advancement requires 1600 hours and 12 months.

Training: The employer may require a N.A.T.E. certification for advancement from a third year trainee to a fourth year trainee and from a fourth-year trainee to a journeyman. The cost for the training and any test will be the sole responsibility of the contractor. Any subsequent testing due to the employee's failure to pass the test will be paid by the employee. A contractor may not hold an employee back from advancement if the contractor does not offer and pay for the training and testing outlined.

SECTION 2: Residential journeymen to trainee ratio shall be as follows:

Journeyman	Trainee
1	1
3	2
6	3

Thereafter, the trainee ratio shall be one (1) trainee for every three (3) journeymen. Building trades journeymen can be substituted for residential journeymen only for determining ratio. There shall not be more trainees than journeymen working on any job.

ARTICLE VII

Service Work

SECTION 1: On Call:

When an employee is on call, they shall receive twenty (\$20.00) dollars for each day the employee is on call, Monday through Friday. If an employee is on call on a Saturday, Sunday or a holiday, they shall receive thirty (\$30.00) dollars for each day the employee is on call.

SECTION 2: Commercial Service Technician:

The rate of pay for a Journeyman commercial service technician will be set by the Youngstown District Building Trade's Agreement. The commercial service technician rate will be the basic taxable rate of the building trade's journeyman. Fringe benefits are based on the Youngstown Residential Agreement.

SECTION 3: Commercial Service Technician trainees covered by this Agreement will be paid on a percentage basis of the taxable wage of the building trade's journeyman.

The Contractor may utilize a service technician trainee currently performing work under the terms and conditions of the residential trainee program to perform work on commercial service prior to entering the commercial service training program. Once a residential service trainee completes the four year residential trainee program, they must be enrolled in the commercial trainee program or become a commercial service technician to continue to perform commercial service.

65% - First Year	All applicable fringes
75% - Second Year	All applicable fringes
80% - Third Year	All applicable fringes
90% - Fourth Year	All applicable fringes

The contractor may require industry related certification for advancement from a second year to a third year commercial service technician. The contractor who requires certification must offer the classes and testing to the employees. The cost for the training and the test will be the sole responsibility of the contractor. Any subsequent testing due to the employee's failure to pass the test will be paid by the employee. A contractor may

not hold an employee back from advancement if the contractor does not offer to provide for the training.

SECTION 4: Commercial service work will not apply to any service work performed under the light commercial or residential agreements as defined in each districts building trades agreement, work covered under special project agreement rates, pre-determined building trades wage rates under the Davis Bacon Act, or work that is presently being performed by Building Trades journeyman or service technicians working under the building trades wage package. This work will continue to be performed under those terms and conditions.

ARTICLE VIII

Fringe Funds

SECTION 1: The Employer agrees that for each residential employee covered by this Agreement, they will contribute to the Benefit Funds in the amount specified in the Agreement in the manner and under the rules specified in the Local Basic or Local Standard Form of Union Agreement and Addenda thereto.

ARTICLE IX

Vacation and Holiday Pay

SECTION 1: Paid Vacations:

Any employee who has been employed by the Employer for more than one (1) year shall be eligible for one (1) week of paid vacation, more than five (5) years shall be eligible for additional two (2) days of paid vacation. The two additional vacation days can only be taken between the months of October 1 through

April 30. The vacation pay shall be a separate check based on a forty (40) hour week. In addition, employees will receive one floating holiday to be used at the employee's discretion. The vacation pay will be at the employee's current rate of pay and does not include fringe benefits.

- (a) One (1) year of employment time will be accumulated from the employee's date of hire.
- (b) Vacation requests will be submitted to the company at least thirty (30) days prior to the scheduled vacation.
- (c) Vacation requests will be granted on a seniority basis. If two employees request the same vacation time, the request will be granted to the employee with the longest time at the company.
- (d) Employees will not be permitted to accumulate vacation time from one year to the next.
- (e) Once an employee's vacation time is scheduled and approved by the company, the company must have the employee's consent for any changes.
- (f) An employee may use their vacation pay during a layoff.

SECTION 2: Any employee terminated by the company will receive their accumulated vacation pay at the time of the termination.

SECTION 3: Once an employee has qualified for their vacation and holiday pay for a contractor, that employee will not have to re-qualify for the same contractor.

SECTION 4: Paid Holidays:

Current employees will be eligible for paid holidays effective June 1, 2011. New employees will be eligible for paid holidays once they have worked 320 hours for the company. Paid holidays will be identified as New Year's Day, Labor Day, Fourth of July, Memorial Day, Thanksgiving Day and Christmas Day.

- (a) If an employee is required to work on a Holiday, in addition to holiday pay, actual hours worked will be paid at two (2) times the employee's normal rate of pay.
- (b) Employees are to be paid the wage rate that they are currently working under at the time of the holiday.
- (c) If Christmas Day, New Year's Day or the Fourth of July falls on a Saturday, Friday will be observed as the paid holiday. If Christmas Day, New Year's Day or the Fourth of July falls on a Sunday, Monday will be observed as the paid holiday.
- (d) The employee must work the normal scheduled day before the holiday and the next scheduled day after the holiday to receive their holiday pay.
- (e) An employee may request, thirty (30) days prior to the paid holiday, to take additional time off before or after the scheduled paid holiday. If an employee is off work with an excused illness the scheduled day before the holiday or the next scheduled day after the holiday, they will also receive the holiday pay.

ARTICLE X

Conditions of Employment

SECTION 1: The individual Employer shall be free to hire residential employees from any source to perform residential work covered under this Agreement, but shall notify the Union of all opportunities of employment for performance of such work and shall give the Union equal opportunity with all other sources to provide suitable applicants for such employment. The Union shall follow the referral procedures of Local No. 33 – Youngstown District, in referring such applicants for employment under the terms of this Agreement. The Union shall maintain and refer applicants for employment from a separate out of work list for residential employees.

SECTION 2: The Employer agrees that none but building trade's journeymen, apprentices, residential journeymen, and apprentices, residential journeymen residential trainees, and residential utility workers shall be employed on any work described in Section 1.

SECTION 3: Regular journeymen and apprentice sheet metal workers, when unemployed, shall be permitted to register on the Residential available for work list, if they so desire, and if hired by the Employer shall be permitted to work at the residential journeyman wage rate, hours, and conditions after having received a written referral from the Union, provided the regular apprentice shall be recalled from such job to fill any job opening that may occur for a regular apprentice sheet metal worker while they are temporarily employed at residential work.

SECTION 4: Tools:

The residential journeymen and residential trainees shall be provided with all necessary tools to do the work, outlined in Section 1 with these exceptions: hammer, screwdriver (straight and Phillips), right and left hand aviation snips, ruler or tape measure, and #8 straight snips.

SECTION 5: Moonlighting:

No union member within the jurisdiction of the Youngstown District, Local Union No. 33, will be permitted to accept new work on their own, solicit work for themselves, or sell their labor to the public as a direct contractor of the trade while employed by another Local 33 Youngstown District signatory contractor. This clause will not apply to members who perform work for immediate family members.

SECTION 6: Cell Phones:

The use of personal cellular phones, pagers and other communication devices will not be a condition of employment and will be prohibited during working hours. Personal cellular phones, pagers and other communication devices may be used if a family emergency exists, provided that they notify the employer that a family emergency exists. At least one (1) employee on the job site will be provided with a cell phone by the company. Should the phone be lost or damaged, the employee will be responsible for fifty percent (50%) of the actual replacement cost, up to one hundred and fifty dollars (\$150.00). The phone is to be used for employer business purposes only.

SECTION 7: Training:

The Union and the Contractors may require Youngstown District members to take courses of training on their own at no cost

to the member to meet the needs of the industry through the J.A.T.C. or other industry or trade related training with written approval of the Business Manager and the SMRCC Chapter Manager.

If a contractual area does not supply adequate training, a contractor may submit a request to the Local JATC for reimbursement for the cost of training. The training must be from a reputable and credited training program and must have been pre-approved by the Local JATC. The amount of the reimbursement will not exceed the amount that the contractor has contributed on the Company's behalf.

ARTICLE XI STRIKES AND LOCKOUTS

SECTION 1: The Employer agrees not to cause, permit, or engage in any lockout of its employees during the term of this Agreement except for refusal of the Union to submit to, or comply with, a decision of the National Joint Adjustment Board. The Union agrees that during the course of this Agreement it will not sanction or engage in any strike or other interference with production, except for refusal of the Employer to submit to, or comply with, a decision of the National Joint Adjustment Board.

SECTION 2: It shall not be a violation of Section 1 of this Article for any employee to refuse to work, or continue working, or to complain to federal or state agencies when any condition exists which they reasonably believes would endanger the health, safety or well-being of such employee. No employee shall be disciplined for exercising this right.

ARTICLE XII GRIEVANCES

The Union and the Employer, whether party to this Agreement independently or as a member of a multi-Employer bargaining unit, agree to utilize and be bound by this Article.

SECTION 1: Grievances of the Employer or the Union, arising out of interpretation or enforcement of this Agreement, shall be settled between the Employer directly involved and the duly authorized representative of the Union, if possible. Both parties may participate in conferences through representatives of their choice. To be valid, grievances must be raised within thirty (30) calendar days of the first knowledge of the facts giving rise to the grievance.

SECTION 2: Grievances not settled as provided in Section 1 of this Article, may be appealed by either party to the Local Joint Adjustment Board where the work was performed or in the jurisdiction of the Employer's home local and such Board shall meet promptly on a date mutually agreeable to the members of the Board, but in no case more than fourteen (14) calendar days following the request for its services, unless the time is extended by mutual agreement of the parties or Local Joint Adjustment Board. The Board shall consist of representatives of the Union and of the local Employer's Association and both sides shall cast an equal number of votes at each meeting. The local Employer's Association, on its own initiative, may submit grievances for determination by the Board and 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.¹ 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, an Employer who was not a party to the labor agreement of the area in which the work in dispute is performed may appeal the decision of the Local Joint Adjustment Board from that area, including a unanimous decision, and request a Panel hearing as set forth in Section I of this Article, providing such appeal is approved by the Co-Chairman of the National Joint Adjustment Board.

¹ All correspondence to the National Joint Adjustment Board shall be sent to the follow address: National Joint Adjustment Board, P.O. Box 220956, Chantilly, VA 22022-0956, or 4201 Lafayette Center Dr., Chantilly, VA 22021-1209.

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

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

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

SECTION 7: Failure to exercise the right of appeal at any step thereof within the time limit provided therefore shall void any right of appeal applicable to the facts and remedies of the grievances involved. There shall be no cessation of work

by strike or lockout during the pendency of the procedures provided for in this Article. Except in case of deadlock, the decision of the National Joint Adjustment Board shall be final and binding.

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

(a) Should the negotiations for a renewal of this Agreement or negotiations regarding a wage/fringe reopener become deadlocked in the opinion of the Union representatives or of the Employers 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 the dispute might be adjusted without going to final hearing before the National Joint Adjustment Board, each will then designate a panel representative who shall proceed to the locale where the dispute exists as soon as convenient, attempt to conciliate the differences between the parties and bring about a mutually acceptable agreement. If such panel representatives or either of them conclude that they cannot resolve the dispute, the parties thereto and the Co-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 may submit the dispute to the National Joint Adjustment Board.

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

The dispute shall be submitted to the National Joint Adjustment Board pursuant to the rules as established and modified from time to time by the National Joint Adjustment Board. The unanimous decision of said Board shall be final and binding upon the parties, reduced to writing, signed and mailed to the parties as soon as possible after the decision has been reached. There shall be no cessation of work by strike or lockout unless and until said Board fails to reach a unanimous decision and the parties have received written notification of its failure.

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

advance of the hearing.

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

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

ARTICLE XIII

Recognition and Scope

The Union may request recognition as the exclusive collective bargaining agent for all employees employed by the Employer in the classifications and geographic jurisdiction covered by this Agreement, whether or not they are members of the Union. In determining whether the union has the support of a majority of the Employer's employees, such showing may be based upon either a majority of those employed at the time such recognition is requested, or, a majority of those eligible to vote under the National Labor Relations Board's Steiny-Daniel formula. No later than 10 days following the Union's request, the Employer shall review employees' authorization cards submitted by the Union in support of its claim to represent

and have the support of a majority of such employees. If a majority of the employees has designated the Union as their exclusive collective bargaining representative, the Employer will recognize the Union as such majority representative of all employees in the classifications and geographic jurisdiction covered by this Agreement. The Employer shall not file or cause the filing of a petition for election or unfair labor practice charge with the National Labor Relations Board in connection with any demands for recognition provided for here. Article X of this agreement shall be the sole and exclusive means of resolving any dispute concerning this provision.

ARTICLE XIV

Expiration

SECTION 1: If, pursuant to federal, state or municipal 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 2: Each Employer expressly waives any statutory or contractual right it may have to terminate, abrogate, repudiate or cancel this Agreement during the stated term or the term of any extension, modification, or amendment of this Agreement, to file any Petition with the National Labor Relations Board seeking to accomplish such termination, abrogation, repudiation or cancellation.

SECTION 3: This Agreement shall become effective on the 1st day of June, 2022 and remain in full force and effect until the 31st day of May 2027 and shall continue in full force from year

to year thereafter unless written notice of reopening is given not less than ninety (90) days prior to the expiration date. In the event such notice of reopening is served, this Agreement shall continue in force and effect until conferences relating thereto have been terminated by either party.

SECTION 4: By execution of the Agreement the Employer authorizes Sheet Metal and Roofing Contractors Chapter of Eastern Ohio and Western Pennsylvania to act as its collective bargaining representative for all matters relating to this Agreement. The parties agree that the Employer will hereafter be a member of the multi-employer bargaining unit represented by said Association unless this authorization is withdrawn by written notice to the Association and the Union at least one hundred and fifty (150) days prior to the then current expiration dates of the Agreement.

SECTION 5: It is agreed that during the course of this Residential Agreement, the parties may, by mutual consent, agree to amend or modify any Section in this Agreement upon forty five (45) day's notice.

The undersigned, desiring to become additional parties to the collective bargaining agreement between the Sheet Metal and Roofing Contractors Chapter of Eastern Ohio and Western Pennsylvania and Local No. 33 – Youngstown District of the International Association of Sheet Metal, Air, Rail and Transportation Workers which is dated June 1, 2022, hereby certified that they have read the said Agreement, Addenda and riders to the Agreement, and agree to accept and be bound by all the terms and provisions thereof as additional parties thereto.

By _____
(Name of Employer)

By: _____
(Authorized Representative)

Date: _____

LOCAL UNION NO. 33 – YOUNGSTOWN DISTRICT OF THE
INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL
AND TRANSPORTATION WORKERS

By: _____
(Authorized Representative)

Title: _____

Date: _____

This agreement is provided by
the Construction Advancement Program of
Eastern Ohio and Western Pennsylvania

P.O. Box 488
Vienna, Ohio 44473

(330) 539-6050
1-800-686-4697
FAX: (330) 539-0130

Sheet Metal Workers Local #33

**200 McClurg Road
Youngstown, Ohio 44512**

**Phone: (330) 758-3393
FAX: (330) 758-2301**