

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

LOCAL UNION NO. 137

OF

THE SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION

AND

THE NEW JERSEY SIGN ASSOCIATION

October 1, 2010

THROUGH

March 31, 2014

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AGREEMENT entered into this 1st day of October 2010 by and between, The New Jersey Sign Association, hereinafter referred to as the "Employer" and Local Union 137 Sheet Metal International Association, hereinafter referred to as "Local 137" and/or the "Union".

WHEREAS, the parties hereto have arrived at a mutual understanding of the terms of a Collective Bargaining Agreement governing wages, hours of work, working conditions and fringe benefits, and

WHEREAS, the Union and the Employer have agreed upon a common understanding within this Agreement of all their rights, duties, performance of services, terms and conditions of employment, work jurisdiction, work assignment, as well as territorial jurisdiction of the Union, and

WHEREAS, it is desired to provide a system for the amicable settlement of disputes and grievances between them, and

WHEREAS, the Employer and the Union have agreed to promote their mutual interests within the terms of this Agreement for the sake of the Industry, the employees, the Union and the public at large.

NOW THEREFORE, In consideration of the mutual promises and covenants exchanged by and between the Union and the Employer, BE IT AGREED AS FOLLOWS:

ARTICLE I Recognition

1.1 The Employer recognizes the Union as the exclusive bargaining agent for its employees employed within the unit, as described in Article II hereof, for the purpose of collective bargaining with respect to wages, hours and all other terms and conditions of employment. The Union confirms and warrants that no less than fifty-one (51%) percent of said employees have designated the Union as their bargaining representative in matters effecting wages, hours and all other terms and conditions of employment.

ARTICLE II Bargaining Unit

2.1 The bargaining unit is defined as including all employees of the Employer engaged in the manufacture, fabrication, assembly, handling, erection, installation, dismantling, reconditioning, adjustment, alteration, repairing and servicing of all ferrous and non-ferrous sheet metal work on No. 10 U.S. Gauge or its equivalent or lighter gauge and all other materials used in lieu thereof, as well as all shop and field sketches used in fabrication and erection, including those taken from

original architectural and engineering drawings or sketches and all other work in connection with or incidental to sheet metal and plastic, electric and neon signs; also, all Christmas and other outdoor displays, installation of flagpoles, other types of sheet metal, wood, plastic signs, bulletin boards and all other work included in the jurisdictional claims of the International Union.

ARTICLE III Union Security

3.1 All employees presently employed within the bargaining unit covered by this Agreement shall, as a condition of employment, be required to become members of the Union on or after a period of thirty (30) days following the date of the execution of this Agreement, which is October 1, 2010, whichever is the later, and shall thereafter maintain said membership in good standing during the terms of this Agreement.

3.2 All new employees shall be required as a condition of employment to become members on or after the thirtieth (30th) day following the initial date of their employment or on or after the thirtieth (30) day following the date of the execution of this Agreement above set forth, whichever is the later, and shall be required to maintain said membership in good standing during the term of this Agreement. Membership in good standing is defined as the tender, when due, of the initiation fees, dues and obligations required pursuant to the Constitution and by-laws of the Union.

3.3 Thirty (30) days under this Article shall mean employment within the bargaining unit for a period of thirty (30) days, either continuously with one Employer or accumulated with any Employer signatory to this Agreement.

3.4 The Employer agrees to deduct from the wages of each Journeyman, Apprentice and Shop Production Worker, who voluntarily signs a valid and appropriate deduction authorization form, such dues as required by the Union and to remit same to the Union, in the following manner:

(a) Upon the signing of this Agreement, the Union shall notify the Employer in writing of the amount of such dues and shall notify the Employer in writing of any subsequent changes in the amount of the dues.

3.5 In the event an employee fails to tender the initiation fee or fails to maintain membership in good standing, the Union shall notify the Employer, in writing, and such notice shall constitute a request to the Employer to discharge said employee within forty-eight (48) hours (Saturday, Sunday, and Holidays excluded) for failure to maintain continuous good standing in the Union, as set forth herein. The Employer shall then discharge such employee at the end of such period. In the event the Union does not accept into membership any employees tendering the

initiation fee and regular monthly dues, the foregoing shall not be applicable provided, however, that the Union may, at any time thereafter decide to take such employee into membership, and if so, the employee then shall be required to tender the full and uniform initiation fee in effect in the Union not later than thirty (30) days following notification by the Union, and shall be required thereafter to maintain his membership in accordance with the provision of the foregoing. In the event that such employee fails to comply with these provisions, the Union shall notify the Employer, in writing, and the Employer shall discharge such employee within forty-eight (48) hours.

3.6 Nothing herein contained shall be interpreted as in any way infringing upon the Union's risk, as expressed in the National Labor Relations Act, to prescribe its own rules with respect to the acquisition and retention of membership therein.

3.7 In the event that the present provisions of the National Labor Relations Act are amended as to permit a greater degree of Union Security than now permitted by said amendments, future amendments shall immediately, upon their effective date, be considered to be an integral part of this Agreement, as if fully set forth herein.

3.8 The Union Security clause is expressly limited to and to be interpreted in accordance with Section 8 (A) (3) of the National Labor Relations Act, as amended.

ARTICLE IV **Territorial Jurisdiction**

4.1 The territorial jurisdiction of the Union shall be co-extensive with the geographical area encompassed by SOMERSET, OCEAN, MONMOUTH, MIDDLESEX, UNION, MORRIS, HUDSON, BERGEN, ESSEX, PASSAIC, and SUSSEX COUNTIES in sign work.

ARTICLE V **Outside Work**

5.1 Except as provided in Section 2 of this Article, the employer agrees that employees hired outside of the territorial jurisdiction of the Union to perform or supervise work outside the jurisdiction of the Union and within the jurisdiction of another Local Union affiliated with the Sheet Metal Workers' International Association shall receive the wage scale and working conditions of the Local Union in whose jurisdiction such work is performed or supervised.

5.2 When sent by the Employer to supervise or perform work specified in Article II of this Agreement, outside of the territorial jurisdiction of the Union and within the territorial jurisdiction of another Local Union affiliated with the Sheet Metal Workers' International

Association, the employees covered by this Agreement shall be paid at least the established minimum wage scale on the job site, specified herein, but in no case less than the established wage scale of the Local Union in whose jurisdiction they are employed, plus all necessary transportation, travel time, board and expense.

5.3 Employees scheduled to work outdoors shall be well groomed, clean and neat in appearance.

5.4 The daily allowance for meals and miscellaneous personal expense shall be thirty-five (\$35.00) dollars plus motel accommodations (no more than two (2) men in a room).

5.5 While employed in the jurisdiction of any other affiliated Local Union, the Employer shall be otherwise governed by the established working conditions of said Local Union. The provisions of this Section shall also apply to all jobs located where no Local Union of Sheet Metal Workers' International Association has jurisdiction.

5.6 In applying the provisions of Sections 1 and 2 of this Article the term "wage scale" shall include the value of all hourly contractual benefits such as, but not limited to, Insurance Fund, Pension Fund, Annuity Fund, Apprentice Fund, Scholarship Fund, National Pension Fund and National Training Fund, International Scholarship Fund, in addition to the hourly wage scale provided in such section.

5.7 Insurance Fund benefit contributions and Pension Fund contributions by Employers hereunder shall not be duplicated.

ARTICLE VI

Employees Outside of Territory-Wages

6.1 When the Employer has any work specified in Article I of this Agreement to be performed outside of the area covered by this Agreement, and within the area covered by another Agreement with another Union affiliated with the Sheet Metal Workers' International Association and qualified journeyman Sheet Metal Workers are available in such area, the Employer may send no more than two (2) journeyman Sheet Metal Workers, per job, into such area to perform any work which the Employer deems necessary. All additional journeyman Sheet Metal Workers shall come from the area in which the work is to be performed. Journeyman 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. 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.

ARTICLE VII

Jurisdictional Controversies

7.1 Jurisdictional controversies effecting or involving parties to this Agreement shall be settled in accordance with the provisions and intent of Agreements between Sheet Metal Workers' International Association and other regularly constituted authorities recognized by Sheet Metal Workers' International Association, including any jurisdictional council voluntarily set up by the AFL-CIO, including Building Trades Unions and various Contractors' Associations, (including Sheet Metal Contractors' National Association, Inc.) to which Sheet Metal Workers' International Association subscribes.

ARTICLE VIII

Hours-Work-Week

8.1 The regular working day shall consist of eight (8) hours' labor in the shop or on a job between 7:00 a.m. and 3:30 p.m. Time between 12 noon and 12:30 p.m. shall be considered the lunch hour. The workweek shall consist of five (5) consecutive eight (8) hour days' labor in the shop or on the job beginning with Monday and ending Friday of each week. All full-time or part-time labor performed during the hours specified herein shall be recognized as regular time and paid for at the regular hourly rates specified in this Agreement. All hours worked before 7:00 a.m. and after 3:30 p.m. (except as specified in 8.4) during the regular workweek shall be paid at the rate of time and one-half. All hours worked on Saturday shall be paid at the rate of time and one-half. All hours worked on Sunday and Holidays shall be paid at the rate of double time.

8.2 All employees shall be allowed five (5) minutes before noon and five (5) minutes before quitting time to gather their tools and clean up. They will also be provided with a coffee break each morning and afternoon at ten (10) minutes each.

8.3 In all work involving the fabrication and erection of electric and neon signs, the regular workday begins at 7:00 a.m. at the Employer's place of business and ends at 3:30 p.m. at the Employer's place of business, with one-half hour for lunch. Employees engaged in such work are to be given ample time to enable them to return to the Employer's place of business by 3:30 p.m., as defined in 8.1 of this Article.

8.4 By mutual agreement between the Employer and a majority of the employees in any given shop, the hours may be changed up to two (2) times per contract year, but in no event shall the starting time be earlier than 6:00 a.m.

8.5 By mutual agreement between the Employer and the Union there will be a night differential rate for Malls (the malls where the landlord mandates the work can only be done at night.) as follows:

Any work performed for more that 5 nights will be at a 25% differential.

Any work performed for less then 5 nights will be at the overtime rates as specified in Article 8.1 of this agreement.

8.6 A second shift may be permitted for no less then four (4) months. The work hours will be 4pm to midnight. During the 8 hour shift there will be a ½ hour dinner break, which is paid. The rate of pay will be a 15% differential on wages. If the second shift is ended before the four-month period the wages go back retroactive to the first day the shift began as double time (2x). This shift is for fabrication only.

8.7 Effective October 1, 2010 In the event that it is necessary for the employer to call in Journeymen and apprentices to do, service call or emergency work, (This does not include the removal of any old signs or a new installation of any kind), on a Saturday, Sunday or any Holiday specified in Article XXIII of this agreement, they shall be paid a minimum of four (4) hour pay at the respective rate. If the said work goes beyond the four (4) hours he or she shall receive the full eight (8) hours.

8.8 Effective October 1, 2010, when mutually agreed to by the Employer and the Union, four (4) ten-hour days may be worked Monday through Friday at straight time rates. This will be for site specific projects that the duration of the job will be one (1) week or more. The Fifth day may be used as a make-up day at straight time for days lost due to inclement weather, however If the fifth day is not a make-up day, all hours worked will be paid at time and one-half the base rate.

ARTICLE IX

Possible Seven (7) Hour Day

9.1 In the course of the term of this Agreement, if all of the other Local Unions in the State of New Jersey affiliated with the New Jersey State Council of Sheet Metal Workers commence to work a seven (7) hour day, Article VIII will be amended to read "seven (7) hour day",

rather than "eight (8) hour day", after a ninety (90) day written notice is given to all Employers party to this Agreement.

ARTICLE X Overtime

10.1 It is agreed that, except as provided herein, all labor in connection with or incidental to work covered by this Agreement, shall be performed within the regular work hours specified in all Sections of Article VIII of this Agreement. No overtime shall be required outside of said regular work hours or on holidays specified in Section 1 and 2 of Article XXIII.

ARTICLE XI Travel Time

11.1 When employed in a shop or on a job site within the territorial limits of Sheet Metal Workers' Local 137 (New Jersey), the employees shall be governed by the regular work hours specified herein and shall provide for themselves necessary transportation within the limits from home to shop or job at starting time and from shop or job to home at quitting time. The Employer shall provide all pay for all necessary additional transportation during work hours.

ARTICLE XII Use of Tools - Transportation of Equipment

12.1 Journeyperson sheet metal workers and registered apprentices in the bargaining unit shall provide for themselves all necessary hand tools.

12.2 Journeyperson sheet metal workers and registered apprentices. Hereunder shall not be permitted or required, as a condition of employment, to furnish the use of automobile or other conveyance to transport employees, tools, equipment or materials from shop to job, from job to job, or from job to shop. Transportation for such facilities is to be provided by the Employer. This provision shall not restrict the use of an automobile or other conveyance to transport its owner and personal tools from shop or job at starting time or from job to home at quitting time.

12.3 Employers to reimburse employees for tools, if stolen, at a maximum amount of \$500.00: the first \$100.00 to be borne by the employee. A list of personal tools shall be submitted to the employee's Employer. The Employer has the right to check the employee's tools when the list is submitted.

ARTICLE XIII
NCCCO Crane Operators/ AWS Certified Welders
Hazardous Work

13.1 Effective October 1, 2010, Journeypersons, and Apprentices that hold the National Commission for the Certification of Crane Operators (NCCCO) Crane Certification will receive an additional \$2.00 per hour worked while operating any crane. This is for an (8) hour minimum.

13.2 Effective October 1, 2010, Journeypersons, and Apprentices that hold the American Welding Society (AWS) Certification for the application being used will receive an additional \$2.00 per hour while welding. This is for an (8) hour minimum.

13.3 All hazardous pay shall apply only to work within the territorial jurisdiction of the Union. Work outside this jurisdiction shall be in accordance with the Collective Bargaining Agreement of the Local Union where such work is performed.

13.4 Work requiring a swinging scaffold or a bosun chair with a free fall of over sixty (60') feet shall be considered hazardous.

A minimum of three (3) journeypersons are to receive the hazardous pay scale on a scaffold job.

A minimum of two (2) journeypersons are to receive the hazardous pay scale on a bosun chair job.

13.5 Sign and/or structures may fall into both hazardous and non-hazardous categories. Only work on the hazardous portion of such signs and/or structures shall qualify for premium pay as outlined below.

A. The hazardous rate of pay for work during the regular workday, between sixty (60') feet and one hundred (100') feet free fall, shall be six (\$6.00) dollars per hour over and above the journeyperson's regular rate of pay.

B. The hazardous rate of pay during the regular work day for work over one hundred (100') feet free fall shall be ten dollars and fifty (\$10.50) cents per hour over and above the journeyperson's regular rate of pay.

* Overtime shall be in accordance with the provisions of Article 8.1.

13.6 For work performed at the job site, the required minimum number of Journeypersons, are to receive the hazardous pay wage scale.

13.7 State Safety Laws shall be observed and complied with at all times.

13.8 Any other type of work which is deemed to be considered hazardous shall be determined by a Joint Committee of Management and the Business Agent of the Union. All matters of controversy or disputes arising out of the operation of the Article which cannot be settled by the Business Agent of the Union and the Employer directly involved will be referred to the Joint Adjustment Boards, as per Article XXVII.

ARTICLE XIV WAGES

14.1 The Employer and the Union agree that monies negotiated shall be allocated as needed by the Union, subject to the approval of the Unions membership. The Union agrees to notify the Employer in writing of their required allocations for the upcoming contract year.

Both parties agree to the following increases in wages and or benefits as specified below:

October 1, 2010	\$.65
April 1, 2011	\$.75
October 1, 2011	\$.80
April 1, 2012	\$.80
October 1, 2012	\$1.00
April 1, 2013	\$1.00
October 1, 2013	\$1.00

14.2 The Union agrees not to exceed the amounts negotiated above. Should the union require additional money for benefits, the Union shall have the right to reduce other benefit contributions, and or wages to cover additional cost of benefits required by the Board of Trustees of the respective Fund. The Union further agrees to meet all funding requirements of the Sheet Metal National Pension Fund, as per the Pension Fund Trustees, without any additional cost to the Employer.

14.3 Wages at the established rates specified herein shall be paid in cash in the shop or on the job at or before quitting time on Friday of each week, and no more than two (2) days pay shall be withheld.

14.4 The Employer may pay by check upon request to the Union and shall not be denied. However, the second time a check is returned for insufficient funds the Employer will immediately revert to paying in cash. However, upon discharge the Employer will pay in full all wages, vacation, and paid sick days due the employee.

14.5 Fringe benefit contributions due the Fringe Benefit Funds must be paid up to and including the last day of the third month prior to the discharge date. If any of the above provisions are violated, the Employer will pay eight (8) hours wages at the regular hourly rate of pay for every day thereafter, including Saturday, Sunday, and Holidays until the wages, vacation, paid sick days and delinquent Fringe Benefit Fund contributions have been paid.

14.6 All employees upon being laid off must receive separation slips to comply with the Unemployment Compensation Law.

14.7 After thirty (30) day's employment, any employee to be laid off shall be given his/her lay off notice before quitting time on the day before the layoff. Eight (8) hours pay for eight (8) hour's work to be guaranteed for his/her last day.

14.8 An employee who reports for work and is or is not assigned to work for any reason shall receive eight (8) hours pay unless notified twelve (12) hours in advance of his/her starting time. In the event of Acts of God, such as blizzards, hurricanes, etc., then the twelve (12) hours will be waived, if the Employer notified the employee prior to leaving his/her home.

14.9 Erecting or hoisting of materials other than signs when working along with Sheet Metal Workers Building Trades Journeypersons shall be done at the area's prevailing Sheet Metal Workers Building Trades Journeyperson's base rate and conditions.

14.10 When working along with other crafts, the journeyperson covered by this Agreement shall be paid at least the established Journeyperson's minimum wage scale specified herein, but in no case less than the established wage scale of the journeyperson he/she is working alongside. All matters of controversy or disputes arising out of the operation of this Article which cannot be settled by the Business Manager of the Union and the Employer directly involved will be referred to the as per Article XXVII.

14.11 The Employer will give to each employee on or before January 31st. of each year an extra copy of the W-2 Form to be transmitted to the Union.

14.12 An employee will be allowed time off to cover incoming work.

ARTICLE XV
Safety Clause

15.1 It is agreed that safe and healthful conditions shall be observed at all times. All mechanical equipment shall be maintained periodically so as to insure safe operation of same: ladders, scaffolds, bosun chairs, lines and other work aides shall be in good condition. Refusal of an employee to work on or with any equipment that the employee considers unsafe or not in good operational condition shall be a basis for discharge.

15.2 Employees shall take all necessary precautions to safeguard equipment and vehicles entrusted to them for use in the course of their duties.

15.3 Employees shall be under an obligation to notify supervisor or garage man of mechanical or safety problems with Employers' vehicles or Equipment as soon as reasonably possible. Employer shall make appropriate repairs.

15.4 The Union shall have the right to inspect all signs and/or their components for safety.

15.5 ERECTION OF SINGLE POLE (SELBY - TYPE STRUCTURES): There shall be a minimum of three (3) Sheet Metal Journeypersons on the erection or installation of the single pole (selby-type structures) excluding the installation of the billboards, catwalks, apron and walk-rails.

15.6 During compliance with all provisions of this Agreement the company shall display the appropriate Union Label of the Sheet Metal Workers' International Association on all items produced exclusively under the terms of this Agreement. The Company agrees that all Union Labels shall be the property of the Union, and said permission to display the Union Labels may be revoked by the Union for causes the Union deems adequate.

15.7 All signs and their components shall be built and erected in a safe manner and shall bear the Union's Orange safety label.

15.8 It shall not be considered a breach of this agreement if employees covered by this agreement refuse to handle unsafe products that do not bear the Union's Orange safety label.

ARTICLE XVI
Sub-Contracting

16.1 No Employer shall subcontract or assign any of the work described herein which is to be performed at a jobsite to any contractor, subcontractor or other person or party who fails to

agree in writing to comply with the conditions of employment contained herein including, without limitations, those relating to union security, rates of pay and working conditions, hiring and other matters covered hereby for the duration of the agreement.

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

16.3 Any subcontract work covered under this agreement not normally produced in one's shop shall be approved in writing prior to subcontract work being let out, approval of which shall not be unduly withheld.

ARTICLE XVII

Parity (As reflected in the Memorandum of Understanding)

17.1 It is understood that if the Union discovers, upon acceptance of either of these Agreements, if it is accepted, that the I.B.E.W. Local Union No. 400 or I.B.P.A.T. District 711 has negotiated a larger total wage increase package with increments or a breakdown or a sequence that results in a larger cost to the Employer which results in a larger total wage package over the term of the Agreement, that Sheet Metal Workers' Local Union No. 137 will receive same.

ARTICLE XVIII

Owner Member

18.1 Effective October 1, 2010 Employers who initially enter into a Collective Bargaining Agreement with Sheet Metal Workers' International Association Local Union No. 137 will abide by the following:

(a) Not more than one (1) member of the firm (Employer) may work with the tools at any time and such member of the firm (Employer) must be a member of the Union and shall have at least one (1) Union member of the proper classification employed and working at the same time.

ARTICLE XIX

Visitation

19.1 A Business Representative of the Union shall have the privilege of visiting all jobs and shops during working hours to see that the terms and conditions of this Agreement are being carried out.

ARTICLE XX
Shop Stewards and Shop Foreman

20.1 The Union has the right to appoint one of its members as a Shop Steward whose duties shall be to see that both parties conform to the terms of this Agreement. The Employer shall be notified in writing of the name of the Shop Steward in its shop immediately upon appointment being made.

20.2 The shop stewards, in the event of emergency situations, shall be required to notify the Business Manager of the Union.

20.3 The shop steward may handle routine grievances on the job between the employees and supervisors, but will have no authority to make any agreement, which contradicts, changes, modifies or alters the terms of the Collective Bargaining Agreement.

20.4 It is understood and agreed that the properly designated Shop Steward shall be the last person laid off provided and only provided that the subject Shop Steward has the ability and capability to perform all usual routine shop tasks.

20.5 When an Employer employs six (6) or more Sheet Metal Journeypersons one of the six (6) or more shall be designated as a Shop Foreman and shall be compensated accordingly.

20.6 In no event shall the Shop Steward be accorded this right above the working Foreman, it being the intention that the Foreman in any and all event shall be the last person laid off.

20.7 Any employee designated by the Employer to act in the capacity of a foreman on the job or in a shop shall receive an additional one-dollar and twenty-five (\$1.25) cents per hour

ARTICLE XXI
Picket Lines

21.1 The Employer's employees represented by the Union reserve the right to refuse to cross any legal picket line. They also reserve the right to refuse to cross any illegal picket line where doing so might result in the infliction to them of bodily harm or where such result is reasonably to be anticipated or where threats of a verbal nature are made, from which they may reasonably infer that they may suffer bodily harm or damage to their property and neither or such refusals shall make the Union or its representatives or members of the Union responsible in law or equity or before any Federal or State administrative agency having jurisdiction over the subject matter. Also, the right of any individual to refuse to perform any work on material or equipment

not bearing the Sheet Metal Workers Union label shall not be considered a violation of any terms of the Agreement.

ARTICLE XXII

Seniority

22.1 Seniority as used herein is designed as the right accruing to employees through length of service which entitles them to certain preferences, as the last employee hired shall be the first one laid off and rehiring shall be in the reverse order of layoff. Layoffs and rehiring shall be by classification. Apprentices will start to accrue seniority with their last Employer at the start of their fourth year or maximum of one (1) year prior to becoming a Journeyman, whichever applies. Effective October 1, 2010, with respect to new employees hired by the Employer, there shall be a probation period of ninety (90) accumulated working days in any contract year before the right to seniority shall accrue. The Employer shall provide the Union with an updated seniority list on April 1st of each year indicating the date of hire for each employee and the names of the employees that are subject to recall with the last date of recall indicated. On recalling, the Employer will have to provide the employees with at least five (5) days of continuous employment, unless interrupted by inclement weather or an Act of God.

22.2 An employee shall cease to have seniority rights in any of the following events:

1. He/she quits his/her employment.
2. He/she does not return to work after a layoff within five (5) working days of receipt of notice sent by the Union except where failure to report is caused by sickness. He/she is not recalled back to work for a period of six (6) months since he/she last worked for the company.
3. He/she is discharged for just cause.

22.3 Any employee elected or appointed as a Union Official of the Union or delegate to any labor activity necessitating a leave of absence, shall be granted a leave of absence up to a maximum of six (6) continuous months without pay and be guaranteed re-employment at the end of such period with the same seniority as though he/she had been continuously employed.

ARTICLE XXIII

Holidays

23.1 Employees shall be paid at the regular rates of wages for the following Ten Holidays without being required to work.

- | | |
|---------------------|---------------------------|
| 1. New Year's Day | 6. Labor Day |
| 2. President's Day | 7. Veterans Day (Nov. 11) |
| 3. Good Friday | 8. Thanksgiving Day |
| 4. Memorial Day | 9. Day after Thanksgiving |
| 5. Independence Day | 10. Christmas Day |

23.2 Any Employee who has worked for three (3) months or more for the same employer and is laid-off ten (10) days or less prior to a holiday shall be entitled to receive pay for the holiday at the time of layoff.

23.3 An Employee who has been employed ten (10) working days or less prior to any Holiday shall be entitled to Holiday pay as follows:

The employee is to be paid ten percent (10%) of a regular day's pay (8 hours) at their regular rate of wages for each day the employee worked up to the holiday. This pay will be in addition to their regular wages for each day that they work.

23.4 If a holiday falls on Saturday, the Employees shall not work on the Friday before such holiday and shall be paid for same. If a holiday falls on a Sunday, the Employees shall not work on the Monday following such holiday and shall be paid for same.

23.5 The method of payment when the holiday is observed on a Friday, or a Monday is that the employee is paid double time for all hours worked plus the employee's regular eight (8) hours of pay for the holiday.

**ARTICLE XXIV
Vacation**

24.1 All regularly employed Journeypersons shall receive three (3) weeks vacation each year, and said vacations shall accrue by the following;

Every Four (4) Months Journeypersons accrue one week vacation.

24.2 Employee's who have not worked or accrued a full week of vacation shall be entitled to the following;

- | | |
|------------|-------------------------------------|
| A1 to A4 | 2% of gross wage or One (1) week |
| A5 to A10 | 4% of gross wage or Two (2) weeks |
| Journeymen | 6% of gross wage or Three (3) weeks |

24.3 Employee's who are entitled to three (3) weeks vacation shall not be permitted to take more than Two (2) consecutive weeks.

24.4 All regularly employed Apprentices shall receive the following paid vacations;

Start to 24th months	One (1) week
25th month to Journeymen	Two (2) weeks

24.5 All regularly employed Sign Production workers shall receive the following paid vacations;

After 1 year	1 week
After 3 years	2 weeks

24.6 During the term of this agreement should the membership choose to allocate the appropriate money to get a (4th) week vacation for those members with 20 (twenty) years of service, those members would accrue one week for every three months they work for an Employer. Should they not be employed long enough for a full week accrual they would receive 8% of their gross salary. (The maximum weeks that will be paid for if not taken in twelve month period is (2) two).

ARTICLE XXV
Bereavement Pay

25.1 After six (6) months of employment all employees are entitled to Four (4) days leave with pay for each death in the employee's immediate family, namely, the father, mother, sister, and brother of the employee, the employee's spouse, and the employee's children.

ARTICLE XXVI
Jury Duty

26.1 If an employee is called for Jury Duty, the Employer is to pay ten (\$10.00) dollars per day for a period not to exceed ten (10) working days. Subsequent State Laws enacted shall supersede this paragraph as to content. Proof of service, must be furnished to the Employer, by the employee.

ARTICLE XXVII
Board Clause
(Effective - Date - Changes - Grievance - Disputes)

27.1 This Agreement shall take effect October 1, 2010 and shall remain in effect through March 31, 2014. It shall continue in effect from year to year, thereafter, unless changed or terminated in the manner later provided herein.

27.2 (a) Either party desiring to change or terminate this Agreement must notify the other party, in writing, at least ninety (90) days prior to the renewal date of April 1, 2014. Whenever notice is given for changes the nature of the changes desired must be specified in the notice.

(b) The existing provisions of the Agreement shall remain in full force and effect until a conclusion is reached in the matter of proposed changes. 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.

(c) The Union Negotiating Committee will not negotiate with an Employer who is on the Employers' Negotiating Committee if the Company is delinquent three (3) months or more in the payment of their Fringe Benefit Fund contributions.

(d) Unresolved issues in negotiations that remain after the renewal date may be submitted jointly or unilaterally by the parties to this Agreement to the Federal Mediation & Conciliation Service, of the United States Government.

(e) When a case has been submitted to Federal Mediation, it shall be the responsibility of the parties to continue to meet weekly in an effort to reach a settlement on the local level prior to the meeting of Federal Mediation. The unanimous decision, from the Commissioner of the Federal Mediation & Conciliation Service, on all matters submitted to it shall be final and binding on the parties.

27.3 This Agreement shall be subject to change at any time by mutual consent of the parties hereto. Any such change agreed upon shall be reduced to writing, signed by the parties hereto and approved by the International Office of the Union the same as this Agreement.

27.4 There shall be no stoppage or work either by strike, honoring of illegal picket lines or lockout by the Employer during the duration of this Agreement. The Union shall, in the event of the occurrence or threat of any unauthorized, illegal or wildcat strike, stoppage of work,

Slowdown, or walkout, promptly denounce publicly such action or threatened action and shall make prompt and honest effort to prevent any such action.

Grievances

27.5 Differences and disputes of every kind, which may arise between an employee and the Employer under and during the term of this Agreement, shall constitute a grievance and be disposed of in the following manner:

(a) Any employee having a grievance shall, within five (5) days after the occurrence of the event resulting in the grievance, discuss the matter with his/her immediate supervisor, provided that this Agreement shall not begin for employees assigned to out of town work (outside a twenty-five (25) mile radius from the plant) until such particular assignment ceases.

(b) If the grievance is not settled in Step (a) within three (3) days, then it shall be reduced to writing by the aggrieved employee, and forwarded to the Plant Manager or designated representative who shall meet with the Union Steward and the employee within forty-eight (48) hours thereafter.

(c) If the grievance is not settled in Step (b), the Company shall prepare a written response within twenty-four (24) hours after the Step (b) meeting and within five (5) days. Thereafter, it shall be referred to the Business Agent of the Union and a Company representative for resolution.

(d) Should the grievance not be resolved in Step (c), then within ten (10) days after the Step (c) meeting the grievance may be submitted, by mutual agreement of the parties, to the Labor-Management Committee.

(e) All matters coming before the Labor-Management Committee shall be decided by majority vote. Four (4) members of the Committee, two (2) from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.

(f) Should the Labor-Management Committee fail to agree to or adjust any matter, such matter shall then be referred to the Disputes Board for adjudication. The Disputes Board's unanimous decisions shall be final and binding on both parties hereto.

(g) All grievances, which are not presented in timely fashion as hereinbefore stated, excluding Saturdays, Sundays and Holidays, shall be deemed not to have existed.

ARTICLE XXVIII
Joint Apprentice Committee

28.1 All duly qualified apprentices shall be under supervision and control of a Joint Apprentice Committee composed of equal number of Employer and Union Members. Said Joint Apprentice Committee shall formulate and make operative such rules and regulations they deem necessary and which do not conflict with the specific terms of this Agreement, to govern eligibility, registration, education, transfer, wages, hours, working conditions of duly qualified apprentices and the operation of an adequate apprentice system to meet the needs and requirements of the trade. Said rules and regulations, when formulated and adopted by the parties hereto, shall be recognized as a part of this Agreement.

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

28.3 It is hereby agreed that the Employer shall be entitled to apply to the Joint Apprentice Committee on the basis of Article 30.2 (Employee Classification Hiring Schedule). Said ratio shall govern the consideration and granting of apprentices by the Joint Apprentice Committee.

28.4 All applicants for apprenticeship shall be seventeen (17) years of age or older. Each registered apprentice shall serve an apprenticeship of five-year (5) years, and such apprentice shall not be put 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 a journeyman.

28.5 A graduated wage scale for apprentices shall be established and maintained according to the following wage schedule for the term of this Agreement for apprentices hired or thereafter.

Apprentice Wage Schedule

1 st	6-month period a minimum of 35% of a journeyman's rate of pay.
2 nd	6-month period a minimum of 40% of a journeyman's rate of pay.
3 rd	6-month period a minimum of 45% of a journeyman's rate of pay.
4 th	6-month period a minimum of 50% of a journeyman's rate of pay.
5 th	6-month period a minimum of 55% of a journeyman's rate of pay.
6 th	6-month period a minimum of 60% of a journeyman's rate of pay.

- 7th 6-month period a minimum of 65% of a journeyperson's rate of pay.
- 8th 6-month period a minimum of 70% of a journeyperson's rate of pay.
- 9th 6-month period a minimum of 75% of a journeyperson's rate of pay.
- 10th 6 month period a minimum of 80% of a journeyperson's rate of pay.

Apprentice Training Fund

28.6 Effective October 1, 2010 the Employer shall contribute to the Sheet Metal Workers' International Association Local Union No. 137 Apprentice Fund a sum of One Dollar and Eleven (\$1.11) per hour for every hour worked by journeypersons in the bargaining unit.

28.7 After a Sixty (60) month period, apprentices will receive 100% of Step One Journeyperson wage package. During the term of Apprenticeship, percentages will be on Wages, Pension, Annuities, Insurance Fund, and Apprentice Fund. The Scholarship Fund, and National Training Fund, will be paid at 100%.

28.8 In order for an apprentice to move up to the next classification, he/she must have the required number of hour's on-the-job training and the required number of hours attending school.

For example: In order for an apprentice to move from the first apprenticeship period to the second apprenticeship period he/she must have a minimum of 900 hours on-the-job training and a minimum of seventy-two (72) hours of vocational school training.

Overtime hours will count toward hours worked on the job.

The burden of proof shall be on the apprentice to show that he/she attended school for the seventy-two hours (72) hours.

The apprentice will immediately move up to the next level upon satisfying all of the requirements.

28.9 However, since the starting dates for apprentices are at different times throughout the year and schooling is mainly between September 1st and June 30th the minimum seventy-two (72) hours of schooling will be justified if the apprentice can show he/she faithfully attended school. Upon completion of the 10th 6-month apprenticeship period the apprentice will become a (Step 1) journeyperson and will commence receiving the (Step 1) journeyperson's rate of pay. After satisfying all of the requirements stated herein.

The Joint Apprentice Committee will decide on a testing format for apprentice and apprenticeship matters.

28.10 Apprentices shall be required to attend a minimum of 720 hours of apprentice school training prior to receiving journeyperson's rate of pay.

28.11 Effective October 1, 2010, upon receipt of a signed individual authorization from any apprentice covered under this Agreement, the company shall withhold from such employee's earnings payment for Union apprenticeship fees in the amount designated by the Union. Deductions shall be made from the first pay of each month of said apprentice and promptly remitted to the Financial Secretary of the Union, together with a list of the names of the apprentices to whom said monies are to be credited. Should any apprentice have no earnings due him/her in the first payday of any month, deductions shall be made from the next succeeding pay of the apprentice.

28.12 All matters of controversy or disputes arising out of the operation of this Article which cannot be settled by the Business Agent of the Union and the Employer directly involved will be referred to the Joint Apprentice Committee.

ARTICLE XXIX

Hiring

29.1 The Employer shall have the complete freedom in the selection of his employees. In the event that the Employer voluntarily requests the Union's assistance in the recruiting of qualified and competent work persons, the Union agrees to render full assistance in this regard and will continue to inform those qualified competent work persons who may be available for employment of this opportunity for such employment. The Employer shall have the right to reject any such application for employment.

ARTICLE XXX

New Employee Classifications

30.1 Effective October 1, 2010, There shall be established a new employee classification known as a **Sign Production Worker**. The Sign Production Worker will be at 60 % of the Journeymen wage. The Benefit package will be as follows:

Insurance Fund 100% of Journeymen's contributions
Pension Fund 60 % of Journeymen's contributions
Annuity Fund 60 % of Journeymen's contributions
Scholarship 100 % of Journeymen's contributions

30.2 The Sign Production worker is only allowed to work in the shop, and must work under the supervision of a Journeyman. (See Ratio Schedule for hiring 30.4)

30.3 There shall be established a new employee classification known as **Step I Journeyman**. In order to assure a smooth transition, each Employer agrees to the following stipulations:

(a) Step I Journeypersons may only work when under the direct supervision of a Step 4 Journeyperson.

(b) Step I Journeypersons may perform any and all aspects of in-house fabrication and assembly in their respective trades.

(c) The minimum wage package for Step I Journeypersons will be at Eighty-Five (85%) percent of the Step 4 Journeyperson wage package.

(d) The following will be the wage breakdown sheet;

Wages	STEP 1	STEP 2	STEP 3	STEP 4
Percentages	85%	90%	95%	100%
10/01/10	\$25.50	\$27.00	\$28.50	\$30.00

(e.) All benefit contributions for Step 1-4 Journeypersons will be at 100% of the Step 4 Journeyperson.

30.4 Employee Classification Schedule for the Manufacturing Facilities is as follows:

- 1st employee..... Journeyman
- 2nd employee..... Journeyman
- 3rd employee..... Apprentice
- 4th employee..... Apprentice
- 5th employee..... Apprentice
- 6th employee..... Journeyman/ Sign Production Worker
- 7th employee..... Apprentice
- 8th employee..... Journeyman
- 9th employee..... Apprentice
- 10th employee.....Journeyman
- 11th employee.....Apprentice

After the 11th employee, the contractor can have a second Sign Production Worker.

30.5 Employee Classification Schedule for the Installation Facilities is as follows;

- 1st employeeJourney person
- 2nd employee Journey person
- 3rd employee Journey person
- 4th employee Apprentice

ARTICLE XXXI

Insurance

31.1 Each Employer agrees to carry comprehensive kinds of insurance coverage, such as, but not limited to, Workers' Compensation, Public Liability and Property Damage on equipment, automotive or otherwise, when used by its employees in this bargaining unit, as well as any other insurance coverage carried by custom and practice in this industry. The cost of such coverage shall be borne by the Employer who may be required to provide proof of such coverage in writing to the Union at least annually or more often if requested by the Business Representative of the Union. In the event the Employer suffers cancellation of insurance coverage, the Employer, in writing, shall notify the Union immediately. Without such protection, the Union reserves the right to remove the journeypersons, production workers and apprentices from any job, which shall not be a breach of this Agreement until the aforesaid insurance coverage has been supplied and proof of identity of carrier, dates of coverage and policy numbers are submitted.

31.2 UNEMPLOYMENT AND TEMPORARY DISABILITY REQUIREMENTS: Each Employer who has one or more journeypersons, including any apprentices, in their employ and who constitutes the bargaining unit, agrees, as a matter of policy, to elect, petition and qualify to become immediately, before the commencement of work, a covered Employer, as permitted by the terms of the Unemployment and Temporary Disability Act in New Jersey. The Union shall be kept informed of the Employer's acts of compliance and proof of compliance or rejection by the State of New Jersey. This said information shall be immediately provided to the Union by the Employer. The purpose of this paragraph is to provide Unemployment and Temporary Disability Benefits for each employee or more on every job in any shop. The temporary disability provisions of the law commonly known as the "State Plan" shall be adhered to by each Employer for the benefit of the journeypersons, and apprentices in the bargaining unit, unless the Employer has a State approved private plan.

31.3 If any Employer has a private plan of temporary disability benefits in effect, the details such as identity of carrier, address, policy number and date of election, as provided by Statutes of the State of New Jersey, shall be provided to the Union when the job is commenced. Failure of any Employer to adhere to all requirements of this Article shall constitute a breach of this Agreement. The active intent of the parties is to cover, on commencement of work, one or more employees

immediately with all parts of this coverage. Proof of compliance with the provisions of this Article shall be submitted to the Union before commencement of the job work.

31.4 The Employer further agrees to provide immediate medical attention and hospitalization, if necessary, to any employee injured on the job at no cost to the employee. Failure to do so shall be a breach of this Agreement.

ARTICLE XXXII

Payment of Benefits

32.1 All payments to the Insurance Fund, the Annuity Fund, the Apprentice Training Fund, the Local 137 Scholarship Fund, the Working Dues, the Pal Fund and the Sheet Metal Workers' National Pension Fund, the SMWIA National Training Fund and the SMWIA Scholarship Fund, except where otherwise indicated, are to be made no later than the twentieth (20) day of each month for the preceding month.

ARTICLE XXXIII

Insurance Trust Fund

33.1 Contributions to the Insurance Fund created heretofore under a prior Collective Bargaining Agreement between the parties hereto shall continue to be paid by the Employer.

33.2 Effective October 1, 2010 the contributions shall be \$8.40 per hour for the gross number of hours worked by Journeypersons, and Sign Production Workers in the bargaining unit (Exceptions to this is Apprentices are at percentages). The contributions shall be paid on a monthly basis to the Trustees of the Sheet Metal Workers' Local Union No. 137 Insurance Fund. The fund shall be administered by a Board of Trustees, composed equally of representatives of the Employers, and the Union.

33.3 The Fund shall provide Group Insurance Benefits, such as, but not limited to health, accident, hospitalization, surgical, accidental death and dismemberment insurance coverage and such other Group Insurance Benefits as the Trustees of the Funds select. The Trustees shall have the authority to promulgate the rules of eligibility for the employees and their spouses and dependents. No part of the Insurance Fund contributions or assets shall revert to the employees, to the Union, to the Association, or to any Employer, except in the form of Group Insurance Benefits for the eligible classes of employees or dependents as decided by the Trustees. The Insurance Fund shall be required to meet the rules and regulations of the United States Internal Revenue Service United States Treasury Department. The Fund is governed under the terms of the Labor Management Relations Act of 1947. There shall be at least one (1) audit by a Certified Public Accountant selected by the Trustees every three (3) years and copies thereof shall be available to the Union, to

the Employer, and to the employees on whose behalf contributions are being made by the Employer.

33.4 The Trustees and their employees or agents, if any, shall be bonded as required by the applicable Federal Law.

33.5 If the Trustees of the Insurance Fund deem it necessary to increase Insurance Fund contributions in order to maintain coverage during the term of this Agreement, they will notify the local union of the proposed increase and the increase will go into effect thirty (30) days after approval by the effected membership. The necessary monies will be taken from the negotiated package.

ARTICLE XXXIV

Annuity Fund

34.1 Effective October 1, 2010 the Employer shall contribute to the Sheet Metal Workers' Local Union No. 137 Annuity Fund a sum of Three dollars and Fifteen cents (\$3.15) cents per hour for each hour worked by Journeypersons in the bargaining unit (Apprentices, and Sign Production Workers, contributions are made on the percentage they are at respectively).

ARTICLE XXXV

Local 137 Scholarship Fund

35.1 The Employer agrees to pay monthly into Local 137 Scholarship Fund for all hours worked for Journeymen, Apprentices and Sign Production Sheet Metal Workers as follows:

Effective October 1, 2010 through March 31, 2014 the sum will be \$0.10 (ten cents) per hour worked.

ARTICLE XXXVI

PAL Fund

36.1 Effective October 1, 2010 the Employer agrees to deduct \$0.25 (Twenty-five cents) per hour worked from Journeymen and Apprentices hourly wage and to remit same to Local Union 137 P.A.L. Fund on a monthly basis (i.e. after taxes).

ARTICLE XXXVII

Supplemental Benefit Fund

37.1 Effective April 1, 2007 the Sheet Metal Workers' Supplemental Benefits Fund has been combined with the Sheet Metal Workers Local 137 Annuity Fund for all Journeymen on all hours worked.

ARTICLE XXXVIII
Pension Trust Fund/ National Pension Fund

38.1 The Pension Trust Fund was first created by the Union and the Employers in 1961. This fund was merged into the Sheet Metal Workers' National Pension Fund on April 1, 1986. The details of the Trust Fund are on page 34-35.

ARTICLE XXXVIX
National Training Fund

39.1 Commencing with the 1st day of October, 2010, and for the duration of this Agreement between said parties, the Employer agrees to continue to contribute to the Sheet Metal Workers' National Training Fund located at 601 Fairfax Street, Alexandria, VA 22314, monthly, the amount of four (\$.04) cents per hour worked for each employee covered by this Agreement.

ARTICLE XXXX
International Scholarship Fund

40.1 The Employer agrees to pay monthly into the Sheet Metal Workers' International Scholarship Fund, for each hour worked, for all Journeypersons and Apprentices as follows:

October 1, 2010 to March 31, 2014 - \$0.01 cents per hour worked.

ARTICLE XXXXI
Delinquent Insurance Fund, Pension Fund, Annuity Fund, Scholarship Fund, National Training Fund, Supplemental Benefit Fund, International Scholarship Fund, Working Dues, Pal Fund, and Apprenticeship Fund Employer Contributions

41.1 If the Board of Trustees of the Insurance Fund, Pension Fund, Annuity Fund, Scholarship Fund, National Training Fund, Supplemental Benefit Fund, International Scholarship Fund, Working Dues, Pal fund, and Apprenticeship Fund, hereunder maintained and created, declare that the Employer is delinquent in the payment of any or all contributions to any or all Funds the delinquent Employer shall be notified, in writing, of its delinquencies and a copy shall be sent to the Local Union. Upon the occurrence of this event there shall be automatically attached to the monetary delinquency of the delinquent Employer interest at the rate of ten (10%) percent per annum from the date of which the contributions are declared delinquent.

41.2 An Employer shall be deemed delinquent ten (10) days after the month in which payments are due for employees. (Example January's benefits are due February 20th, they are

delinquent if they are not received in our office by March 10th.) If any Employer does not become current within that month, the Employer will be required to post a cash sum equivalent to the contributions required to be paid to the Funds for an employee; a minimum of two (2) months estimated contributions in advance for each Fund. As to those employers who become delinquent, the requirements of posting a Cash deposit will remain in full force and effect for such period of time as the Trustees decide that the Employer has amended delinquencies by becoming a current paying Employer. The deposit will be kept for a minimum of nine months.

41.3 The cash deposits will be placed in the Savings Accounts of the Insurance and Pension Funds; but, insofar as the Employer is concerned, they will be non-interest bearing, so that it is incumbent upon the Employer to re-establish their current payment record in order to get back their cash deposits, which are non-interest bearing.

41.4 It is further understood that if any Employer on whose behalf the cash deposits have been with the Trustees defaults or becomes delinquent, the Trustees have the authority to draw against all of the cash deposits in order to satisfy the delinquencies of both Funds.

41.5 Thereafter, before the same Employer is able to continue to perform work under the terms of this Labor Agreement the Employer must re-post a similar cash deposit to insure payment of the Fringe Benefit Funds.

41.6 If the Board of Trustees orders the delinquency to be collected through litigation, the delinquent Employer shall then be required to pay the court costs of the litigation and reasonable legal fees, not to exceed 25% of the sum collected.

41.7 The Board of Trustees can also order delinquent Employers to remit Insurance Fund, Pension Fund, Annuity Fund, Scholarship Fund, National Training Fund, Apprentice Fund, Working Dues, Pal Fund, and International Scholarship Fund contributions weekly.

41.8 Where an Employer is declared to be a delinquent Employer by the Fringe Benefit Fund Trustees, and continues to refuse to pay the Insurance Fund, Pension Fund, Annuity Fund, Scholarship Fund, National Training Fund, International Scholarship Fund, Working Dues, Pal Fund, and Apprenticeship Fund contributions, the Union reserves the right to consider the Employer's Agreement breached and, furthermore, reserves the right to withdraw the employees represented by the Local Union in that Employer's employ until such time as the Employer' rectifies the delinquencies. In addition, the Union may withdraw the employees; picket the Employer's place of business and all jobs of the defaulting Employer. The Union shall not be considered to be in violation of this Agreement if it does so, and this Agreement shall not be considered to be rescinded, or abrogated because of such action. Since, historically, this Agreement has been

negotiated on a total cost package basis; the Union considers the Fringe Benefit Funds contributions of the wages and will treat the contributions as wages. The Employer will be liable for any wages lost as a result of picketing, and the Employer will pay eight (8) hours wages at the regular hourly rate of pay for every employee involved for every day lost until the delinquent contributions have been paid. Neither the Trustees of the Fringe Benefit Funds, or the Local Union, or its Officers will be held liable by either the employees, or the Employer involved.

ARTICLE XXXXII
Uniformity

42.1 The Union agrees that the terms of employment, wages, hours of work, working conditions, Insurance Fund, Pension Fund, Annuity Fund, Scholarship Fund, National Training Fund, Apprenticeship Fund, International Scholarship Fund, Working Dues, and Pal Fund contributions shall be maintained on a consistent basis for all Employers whose employees the Union represents.

ARTICLE XXXXIII
Successors and Assigns

43.1 It is hereby agreed by the parties that the terms of this Agreement shall be binding upon the successors and assigns of the respective parties.

ARTICLE XXXXIV
Illegality

44.1 Where any provisions of this Collective Bargaining Agreement or the application of such provisions to any person, thing or circumstances, particularly Article I, III and XXX shall be found to be in conflict with any Federal or State Law or where such provisions or provision or the application thereof shall be held not valid or unreasonable as a result of a decision of a Court of Law or equity or by reason of any administrative governmental agency decision having jurisdiction over the subject matter, such decision as to the illegal provision shall not affect the balance of this Agreement, which shall remain in full force and effect. The parties hereto agree that they will meet within twenty (20) days after such provision has been declared null and void and unenforceable and negotiate a substitute provision and then incorporate that provision in the balance of the otherwise valid agreement.

ARTICLE XXXXV
Duration Savings Clause

45.1 This Agreement shall constitute the only Agreement between the parties and all prior agreements centered into, either written or verbal are hereby declared to be null and void.

45.2 Should any revisions of this Agreement, be declared illegal by any court of competent jurisdiction, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect.

ARTICLE XXXXVI

Termination

46.1 This Agreement shall become effective on October 1, 2010 and shall terminate midnight March 31, 2014. At least ninety (90) days prior to March 31, 2014 either party hereto or its representatives, in the event that either or both parties desire to negotiate a new Agreement, or make changes, additions or deletions from the current Agreement, the moving party shall forthwith notify the other party in writing of any proposed change, changes, additions, deletions or alterations. The Employer and the Union shall thereupon meet as quickly as possible for the commencement of the negotiations. Notwithstanding the termination of this Collective Bargaining Agreement, as above set forth, or if negotiations are presently pending at the termination date or subsequent thereto, the Employer shall continue to make the Insurance Fund and the Pension Fund contributions in the amounts set forth on behalf of the employees working in the bargaining unit of the Insurance and Pension Funds. The Board of Trustees of each Fund, under these circumstances, shall be authorized to continue to provide benefits then in existence pending the consummation of a new Collective Bargaining Agreement.

FOR THE SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION
LOCAL UNION NO. 137

IN WITNESS WHEREOF, the parties hereto affix their signatures and seal this 1st day of
October, 2010.

**LOCAL UNION 137
OF SHEET METAL WORKERS'
INTERNATIONAL ASSOCIATION**

New Jersey Sign Association

BY: _____
Paul Collins, Jr.
President/Business Manager

BY: _____
Bruce Fish
President

BY: _____
Steve Dodd
Business Representative

BY: _____
Rich Walker
Chief Operating Officer

**SHEET METAL WORKERS' NATIONAL PENSION FUND
PLAN 'B'**

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

I(A) Commencing with the 1st day of October, 2010 and for the duration of the Collective Bargaining Agreement between the said parties, and any renewals or extensions thereof, the Employer agrees to make payments to the Sheet Metal Workers' National Pension Fund located at 601 Fairfax Street, Alexandria, VA 22314, for each employee covered by the said Collective Bargaining Agreement as follows:

(B) For each day or portion thereof during the regular workweek, for which an employee receives pay, the Employer shall make a contribution for each hour worked the rate of \$5.34 to the above named Pension Fund for each employee.

Effective October 1, 2011, the Employer shall make a contribution for each hour worked the rate of \$5.71 to the above named Pension Fund for each employee.

Effective October 1, 2012, the Employer shall make a contribution for each hour worked the rate of \$6.11 to the above named Pension Fund for each employee.

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

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

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

The failure of an Employer to make all of the required contributions to the Pension Fund within twenty (20) days after the date required by the Trustees shall constitute a delinquency in violation of an Employer's obligations hereunder. The Trustees may take whatever steps they deem necessary, including legal action, to collect such delinquent payments, any provision of the collectible Bargaining Agreement to the contrary notwithstanding. A delinquent Employer must pay all collection expenses incurred by the Trustees, including attorneys' fees, and, in addition, interests on the full amount of the delinquency at the highest rate permitted by the laws of the State in which the Employer's principal place of business is located. Employers' liability for payment hereunder shall not be suggest to the grievance of arbitration procedures contained in the Collective Bargaining Agreement. It is agreed that the Pension Plan adopted by the Trustees of the said Pension Fund, shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the Pension Fund as a deduction for income tax purposes. The parties agree that this Participation Agreement shall be considered a part of the Collective Bargaining Agreement between the undersigned parties. The expiration date of the present Collective Bargaining Agreement between the undersigned parties is March 31, 2014. Any copies of Renewal or Extension Agreements will be furnished promptly to the Pension Fund office and, if not consistent with the Participation Agreement, can be used by the Trustees as the basis for termination of participation of the Employer.

Duration - Savings Clause

10. This Agreement shall constitute the only Agreement between the parties and all prior agreements entered into, either written or verbal are hereby declared to be null and void.

10. (a) Should any provisions of this Agreement be declared illegal by any court of competent jurisdiction, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 1st day of October, 2010.

**Sheet Metal Workers' International
Association Local 137**

New Jersey Sign Association

By: _____
Paul Collins, Jr.
President/Business Manager

By: _____
Bruce Fish
President

By: _____
Steve Dodd
Business Representative

By: _____
Rich Walker
Chief Operating Officer

New Jersey Sign Association Signature Page

American Maintenance _____

American Sign Crafters _____

Bergen Sign Co. _____

Decker Electric Sign Division _____

The J's Lettering _____

Signal Sign _____

Suburban Sign Co. _____