

STANDARD FORM

COLLECTIVE BARGAINING AGREEMENT

FOR VINYL APPLICATORS

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION  
LOCAL UNION #137  
21-42 44TH DRIVE  
LONG ISLAND CITY, N.Y. 11101

DECEMBER 1<sup>st</sup>, 2010

To

NOVEMBER 30<sup>th</sup>, 2014

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## WAGE AND BENEFIT CHART

	2010	2011	2012	2013		
<b>WAGES</b>						
<b>JOURNEYMEN</b>	\$28.05	\$29.15	\$29.95	\$30.70	Hourly	ARTICLE VI section 1
<b>TRAINEES</b>						
<b>START-12 MONTHS</b>	\$14.00	\$14.60	\$15.00	\$15.35	Hourly	ARTICLE VI section 1
<b>13 to 24 MONTHS</b>	\$16.80	\$17.50	\$18.00	\$18.40	Hourly	ARTICLE VI section 1
<b>25 to 30 MONTHS</b>	\$19.65	\$20.45	\$21.00	\$21.50	Hourly	ARTICLE VI section 1
<b>31 to 36 MONTHS</b>	\$22.45	\$23.35	\$24.00	\$24.60	Hourly	ARTICLE VI section 1
<b>P.A.L</b>	\$0.10	\$0.10	\$0.10	\$0.10	Hourly	ARTICLE III section 2
<b>Workings Dues</b>	\$1.05	\$1.35	\$1.45	\$1.55	Hourly	ARTICLE III section 1
<b>Annuity</b>	\$2.30	\$2.50	\$2.60	\$2.75	Hourly	ARTICLE VII section 2
<b>Scholarship</b>	\$0.10	\$0.10	\$0.10	\$0.10	Hourly	ARTICLE VII section 2

STANDARD FORM OF UNION AGREEMENT  
-for-  
GREATER NEW YORK, NASSAU, SUFFOLK AND  
WESTCHESTER COUNTIES AND VICINITY

ARTICLE I

SECTION 1. (UNION RECOGNITION)

The Employer continues to recognize the Union as the exclusive representative of all employees covered by this Agreement for the purpose of collective bargaining and the handling of all matters within the scope of this Agreement, for the time this Agreement is in force.

SECTION 2.

This Agreement covers the rates of pay, rules and working conditions of all Employees of the Employer engaged in the installations, servicing, cleaning, removing re-conditioning adjusting, alterations assembling, dismantling, re-conditioning, adjustment, alteration, repairing, and maintenance of all vinyl wraps, billposting, lithographs, signs, posters, advertising panels, for, but not limited to the advertising industry. This shall be the exclusive work of Local Union No. 137.

SECTION 3.

The Employer agrees that no one but Sheet Metal Workers all who are members of the unit shall be employed on any work described in ARTICLE 1, SECTION 2.

SECTION 4.

The Union agrees to furnish at all times to the Employer upon request and if available, duly qualified Journeymen in sufficient numbers as may be necessary to properly execute work contracted for by the Employer in the manner and under conditions specified in this Agreement.

**Section 5. (Discrimination)**

Neither the Union nor the Company shall discriminate against any Employee, or applicant for employment or Union membership because of race, creed,

color, age, sex, place of national origin, marital status, sexual orientation, citizenship status, veteran status, or disability (provided it does not impair the ability of the Employee or applicant for employment to perform the required work).

**ARTICLE II**

**SECTION 1. (UNION SECURITY)**

The Employer agrees to require membership in the Union as a condition of continued employment of all Employees performing any of the work specified in ARTICLE I SECTION 2 of this Agreement, thirty (30) days following the beginning of such employment, or the effective date of this Agreement, whichever is later, the Employer has reasonable ground for believing that membership is available to such Employees on the same terms and conditions generally applicable to other members, and that membership is not denied or terminated for reasons other than the failure of the employee to tender the periodic dues, and initiation fees uniformly required as a condition of acquiring or retaining membership.

**SECTION 2.**

If during the term of this Agreement the National Labor Relations Act shall be amended in such a manner to reduce the time within which an Employee may be required to acquire Union membership, such reduced time limit shall become immediately effective instead of and without regard to the time limit specified in SECTION 1 of this ARTICLE.

In the event that any of the provisions of this Agreement shall now or hereafter be declared or held to be in violation of any law or regulation, then only those illegal provisions shall be eliminated from the contract and deemed deleted therefore; such deletion shall not affect the remaining parts of the Agreement herein which shall continue in full force and effect minus the deleted provision.

**SECTION 3.**

The Employer agrees to deduct from the wages of each Journeyman who voluntarily signs a valid and appropriate deduction authorization form, such Dues and working 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 working dues and shall notify the Employer in writing of any subsequent changes in the amount of the working dues.

(b) The deduction of the working dues shall be made weekly and remitted to the Union by the twentieth (20th) of the following month.

(c) The deduction authorization shall be in the following form:

Pursuant to the terms of the Collective Bargaining Agreement between the Employer and Local 137 Sheet Metal Workers' International Association, including any renewal thereof, I hereby voluntarily and individually authorize my Employer to deduct from my wages Union working dues in such amounts as specified in writing by Local 137. These deductions shall be remitted to the Financial Secretary of the Union.

This authorization is irrevocable for the period of one (1) year, or until the termination of the collective bargaining Agreement, whichever is sooner, and shall be automatically renewed and irrevocable for successive periods of one (1) year each, or for the period of each succeeding applicable collective bargaining agreement between the Employer and the Union, whichever shall be shorter unless written notice is given by me to the Employer and Union not less than sixty (60) days prior to the expiration of each period of one year, or each collective bargaining agreement between the Employer and the Union, whichever occurs sooner.

I hereby release my Employer from any liability in connection with the deduction of Union working dues, except for remitting it to the Union each month.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

(d) The Union shall indemnify and absolve the Employer from any claims, demands, suits or other forms of liability that might result from action taken by the

Employer in reliance upon the deduction authorization form submitted by the Union to the Employer.

**SECTION 4.**

Neither the Employer, nor an individual employee or group of employees, shall have the right to modify or waive any of the provisions of this agreement. Any modification must be in writing, duly executed by an authorized agent of the Employer, and by the President/Business Manager and/or Secretary Treasurer of the Union. The Union may request that all negotiations for modification be held in the presence of a negotiation committee during regular working hours without pay for the same.

**ARTICLE III**

**SECTION 1. (DUES CHECK-OFF)**

(a) The Employer agrees that all employees shall receive, once each calendar month, a supplemental payment for each hour worked by the Employer hereunder during the preceding month at the following rates as follows:

December 1 <sup>st</sup> 2010	\$ 1.05 per hour
December 1 <sup>st</sup> 2011	\$ 1.35 per hour
December 1 <sup>st</sup> 2012	\$ 1.45 per hour
December 1 <sup>st</sup> 2013	\$ 1.55 per hour

**SECTION 2. (PAL FUND)**

The Employer agrees that all employees shall receive, once each calendar month, a supplemental payment for each hour worked by the Employer hereunder during the preceding month as follows:

December 1 <sup>st</sup> 2010	\$ 0.10 per hour
December 1 <sup>st</sup> 2011	\$ 0.10 per hour
December 1 <sup>st</sup> 2012	\$ 0.10 per hour
December 1 <sup>st</sup> 2013	\$ 0.10 per hour

**SECTION 3.**

No premium pay or overtime provisions of the Agreement shall be applicable to supplemental payments provided in this Article III.

**ARTICLE IV**

**SECTION 1. (WORK DAY)**

(a) The regular working day shall consist of (8) hours of labor in the field. After 4 consecutive hours of work employees shall be entitled to half hour lunch or dinner break.

(b) All hours worked after 8 consecutive hour shall be paid at the rate of time and one half (1-1/2) the employees regular wage rate. This does not include driving time.

(c) All hours worked on Saturdays shall be paid at the rate of time and one half (1-1/2) the regular wage rate, provided the employee has worked forty (40) hours the prior week.

(d) All hours worked on Sundays shall be paid at the rate of time and one half (1-1/2) the regular wage rate.

(e) All hours worked on paid Holidays shall be paid at the rate of time and one half (1-1/2) the regular wage rate, plus the Holiday pay itself.

(f) Any Employee who is furnished with a Company vehicle shall be paid a maximum of 1 hour regular pay for commuting from the home to jobsite and from the jobsite to home provided that the jobsite is within the jurisdiction described on page 4 of this agreement.

**SECTION 2. (Paid Holidays)**

Employees shall be paid at the regular rates of wages for the following five (5) Holidays without being required to work:

- |                   |                     |
|-------------------|---------------------|
| 1. NEW YEAR'S DAY | 2. LABOR DAY        |
| 3. MEMORIAL DAY   | 4. THANKSGIVING DAY |
| 5. CHRISTMAS DAY  |                     |

**Election Day:** all employees shall receive one (1) hour at their regular hour rate of pay for Election Day.

(a) 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.



(b) If a holiday falls on a Saturday, the Employees shall not work on the Friday proceeding such holiday and shall be paid for it. If a holiday falls on a Sunday, the Employees shall not work on the Monday following such holiday and shall be paid for it.

### **SECTION 3.**

All labor performed in connection with or incidental to the work covered by this Agreement shall take place within the regular working hours specified in SECTION 1. (a) Of this Article. No overtime shall be permitted or required outside of said regular working hours or on the holidays specified except in cases of emergency, when by mutual consent of both parties hereto, such emergency overtime work may be permitted. This provision shall only be enforceable ninety (90) days or less prior to the end date of this agreement.

### **SECTION 4. (VACATION)**

(a) All regularly employed Employees shall receive each year as follows:

One (1) week of VACATION with pay at their regular wage rate, after 1 year of service within the Union.

Two (2) weeks of VACATION with pay at their regular wage rate, after 3 years of service within the Union.

Three (3) weeks of VACATION with pay at their regular wage rate, after 10 years of service within the Union.

(b) Where an employee has not worked the full vacation-earning period for the Employer, that employee shall be paid the following percentages of their gross earnings during such earnings period in lieu of their vacation pay.

- 1 week or 2% of gross wage or whichever is less
- 2 weeks or 4% of gross wage or whichever is less
- 3 weeks or 6% of gross wage or whichever is less

(c) No more than one (1) employee is to take vacation at any one time. The employee must give thirty (30) days notice of their request for vacation period desired. Notwithstanding the requested period of vacation, the granting of same shall be reserved to the employer and shall be granted in the employer's sole discretion.

## **ARTICLE V**

### **Section 1. Temporary Employees:**

The Employer shall have the right to hire Temporary Employees; at no time shall temporary employees displace journeymen or trainees.

### **Section 2.**

Employees hired as temporary shall become members of the Union as a condition of employment and shall be subject to the Union Security Clause ARTICLE II Section (1) before working on any jobs.

**Section 3.**

Employees hired as temporary shall not work more than one hundred sixty (160) hours within a 60 day period.

**ARTICLE VI**

**SECTION 1. (WORK RULES)**

In slack times the work shall be distributed among the Employees as equally as possible. At no time shall non Sheet Metal Worker employees displace employees covered by this agreement.

**SECTION 2. (HAND TOOLS)**

Journeyman shall provide themselves with all necessary hand tools. The Employer shall provide all power tools.

**SECTION 3.**

The Employer shall furnish suitable lockers or chests for storage of clothing and tools. In order to place definitely the responsibility for loss by fire or theft, it is agreed that claims be limited as follows:

Coat/Jacket. \$75.00	Clothing...\$75.00
Shoes .... \$40.00	Kit of Tools...\$250.00

**SECTION 4.**

The Employer agrees to keep the shop in the best sanitary condition as possible.

**SECTION 5. (SUB-CONTRACTING)**

(a) The Employer shall have the right and option, in employers' sole discretion, to subcontract or assign any of the work described herein which is to be performed at the job site to any contractor, subcontractor or other party. Notwithstanding this right and option the employer agrees such contractors, sub contractors or others persons or parties will be utilized only after the Union is unable to provide personnel described in Article I section 2. With the exception that employees of subcontractors should be paid at a wage and benefit scale comparable to the wage and benefit scale in this contract.

**ARTICLE VII**

**SECTION 1. (WAGES)**

(a) The minimum wage rate for Journeymen shall be as follows:

<b>EFFECTIVE DATE</b>	<b>WAGES PER HOUR</b>
<b>December 1<sup>st</sup> 2010</b>	<b>\$28.05 per hour</b>
<b>December 1<sup>st</sup> 2011</b>	<b>\$29.15 per hour</b>
<b>December 1<sup>st</sup> 2012</b>	<b>\$29.95 per hour</b>
<b>December 1<sup>st</sup> 2013</b>	<b>\$30.70 per hour</b>

(b) The minimum wage rate for trainees shall be the following percentages ('s) of the established wage rate of Journeymen respectively:

<b>Start - 12 months</b>	<b>50%</b>
<b>13 - 24 months</b>	<b>60%</b>
<b>25 - 30 months</b>	<b>70%</b>
<b>31 - 36 months</b>	<b>80%</b>
<b>37th month</b>	<b>Journeyman Rate</b>

(c) The minimum wage rate for Temporary Employees shall be as follows:

<b>EFFECTIVE DATE</b>	<b>WAGES PER HOUR</b>
<b>December 1<sup>st</sup> 2010</b>	<b>\$15.00</b>
<b>December 1<sup>st</sup> 2011</b>	<b>\$16.00</b>
<b>December 1<sup>st</sup> 2012</b>	<b>\$16.50</b>
<b>December 1<sup>st</sup> 2013</b>	<b>\$17.00</b>

(d) At no time during the term of this Agreement shall any employee who is now receiving more than the rate of pay for their classification suffer a reduction in their rate of pay while continuously working for the same employer.

**SECTION 2. (PAYMENT OF WAGES)**

(a) Wages shall be paid either by cash, check, or direct deposit, in the shop or on the job at or before quitting time each week on the established pay day, except if an Employee is discharged or laid-off, the employee shall be paid in full at the time of such discharge or lay-off.

(b) There shall be at least forty-eight (48) hours notice given to the Union of a layoff, excluding Saturdays, Sundays and Holidays, except for conditions beyond the control of the Employer and/or Act of God. This is confidential information only for the Union Officials.

(c) Any employee who is laid off and not paid in full as per the contract within 24 hours of the said layoff, excluding Saturdays, Sundays and Holidays, will report for work the next day and any and all other days until the employee is paid in full all wages, Holidays and accrued vacation that the employee may be entitled.

**SECTION 3. (DISABILITY INSURANCE)**

The Employer agrees to deduct State Disability benefit contributions from the wages of his Employees. The Employer agrees to pay his State Disability benefit contributions, and file with the Union the name of the disability carrier.

**SECTION 4. (COMPENSATION INSURANCE)**

The Employer shall carry full compensation insurance for the Employees covered by this Agreement. The Employer shall file with Union the name of the insurance carrier as well as the date of the expiration of the insurance policy.

**ARTICLE VIII**

**SECTION 1. (ANNUITY FUND)**

The Employer agrees to pay monthly into the Union's Annuity Fund for each hour in which Journeymen, Temporary Employees, and trainees worked (maximum of forty (40) hours) under this agreement. The following hourly rates for all hours worked under this agreement are as follows:

<b>EFFECTIVE DATE</b>	<b>PER HOUR</b>
<b>December 1<sup>st</sup> 2010</b>	<b>\$2.30 per hour</b>
<b>December 1<sup>st</sup> 2011</b>	<b>\$2.50 per hour</b>
<b>December 1<sup>st</sup> 2012</b>	<b>\$2.60 per hour</b>
<b>December 1<sup>st</sup> 2013</b>	<b>\$2.75 per hour</b>

**SECTION 2. (LOCAL 137 SCHOLARSHIP FUND)**

The Employer agrees to pay monthly into the Local 137 Scholarship Fund, for all hours paid, for all Journeymen and Trainees as follows:

**December 1, 2010 thru November 30, 2014**  
**\$ .10 per paid hour**

**SECTION 3. INSURANCE PURCHASE PLAN:**

Any Employee who chooses to participate in the Sheet Metal Workers International Association Local 137 Insurance Fund, and has signed an Employee Check-Off Authorization form will be entitled to do so. The employer will send a copy of the form along with the monthly deductions required by the Fund Trustees.

**ARTICLE IX**

**SECTION 1. (PAYMENTS OF BENEFITS)**

All payments to the Insurance Fund, the Annuity Fund, the Local 137 Scholarship Fund and the Sheet Metal Workers' National Pension Fund, except where otherwise indicated, are to be made no later than the tenth (10th) day of each month for the preceding month.

Should the Employer fail to make such payments within the required time, the Union shall have the right to take the same steps to enforce payment as it would in case of a failure to pay wages, including the right to order the Employees to stop working. In such case the Employees shall, on their returning to work, be paid by the Employer for the time lost by them during the work stoppage. Additionally, if legal action is necessary to enforce the payment of contributions to the Funds, the Employer shall pay the sums set forth by the "Employee Retirement Income Security Act of 1974" as liquidation damages.

**SECTION 2.**

All monies paid into the Funds shall be deposited in a bank and shall be kept separate from all funds of the Union, and shall be drawn against as is required for current

operating expenses and to pay benefits as they become due and payable. Surplus funds may be invested in securities as directed by the Trustees governing such funds.

**SECTION 3.**

The Trustees shall have the right to reduce the Insurance and/or Retirement benefits only if it can be shown that the contributions made to the Insurance or Retirement Fund by the Employer are insufficient to meet such benefits by the Insurance or Retirement Funds.

The Employer shall be bound by all of the terms and conditions of all of the Agreements and Declarations of Trust and any plans hereunder with respect to all of the aforementioned Funds and by all by-laws regulating each of said Funds.

The Employer does acknowledge that he/she has received copies of the various and respective Agreements and Declarations of Trust and any Plans hereunder pertaining to the aforementioned Funds.

**SECTION 4.**

For the purpose of this Section, the Union shall be deemed a covered Employer and each of their paid Employees shall be covered Employees of the Funds. The Union shall contribute on behalf of its covered Employees in the same manner as any other covered Employer of the Funds. Covered Employees of the Union shall be entitled to receive when eligible; such benefits as are available to other covered Employees of said Funds.

## ARTICLE X

### SECTION 1. (Union Label)

The Union Labels, as furnished by the Union, shall be placed upon all work manufactured, fabricated or built by members of the Sheet Metal Workers' Union by the Shop Steward and such Union Labels shall be in the custody of the Shop Steward. It shall not be considered a violation of this agreement in the event that a Shop Steward fails to affix the Union Label. In addition there shall be placed upon such work the Employer's imprint.

## ARTICLE XI

### SECTION 1. (STEWARDS)

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.

(a) 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.

(b) 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.

### SECTION 2. (GRIEVANCES)

In the event, the Employer or the Union, who are parties to this agreement, shall assert a claim for damages resulting to it because of an alleged breach of this Agreement by the other party or any act of the other party which would give rise to cause of action for damages, such claims shall be handled and disposed of in the following manner:

(a) Such claims shall be presented by the claimant to the other party in writing within ten (10) days of the knowledge of the commission of the act or acts upon which such claim is based.

(b) A conference shall be held within five (5) days from the date of such written notice for the purpose of attempting to dispose of and settle such claim by negotiation.

(c) If such claim is not settled within ten (10) days from the presentation of such claim in writing, the same shall be submitted to the American Arbitration Association.

(d) The decision of the Arbitration Board shall be final and binding upon the parties and both parties agree that pending such decision, there shall be no cessation of work by strike or lockout by either party to this Agreement. All cost and expenses with the arbitration shall be shared equally between the parties. Each party shall be responsible for its own attorney fees.

(e) It is understood and agreed that this Article shall not apply to claims for damages arising between any individual Employee or Employees covered by this Agreement and the Employer.

### **SECTION 3. (CLAIMS AND LIABILITIES)**

It is understood and agreed that the Employer will not hold the Union liable in damages for the acts of any Employees covered by this Agreement, whether individually performed or performed in concert with other Employees, unless actually authorized or ratified by Business Manager and/or Business Representatives sole agents designed by the Union possessing authority to bind the Union in connection with the handling of disputes and the making or maintaining of Agreements relating to rates of pay, rules or working conditions, or in the recommendation or direction of any course of conduct on the part of Employees in the furtherance of any collective bargaining process in which the parties hereto may be involved.

Should the Union change the agent or agents, designated by it, notice of such change shall be communicated in writing immediately to the Employer.

In consideration of the foregoing Agreement by the Employer it is agreed by the Union that in the event any Employee or Employees subject to this Agreement engage in any acts which, if authorized or ratified by the Union, would be contrary to law or inconsistent with provisions of this Agreement, it will use its best effort to prevail upon such Employee or Employees to cease and refrain from the continuance of such acts.

### **SECTION 4.**

(a) It is understood and agreed (without admitting liability with respect to any other acts specified herein) that it shall not be considered a breach of this Agreement, whether authorized or ratified by the Union or not, for any or all Employees covered by this Agreement to:



(b) Refrain from crossing a picket line established by any Union in the course of any dispute between such Union and the Employer or any other Employer but this shall not otherwise affect the obligation of the Union and the Employees to not strike, picket or boycott the Employer during the term of this Agreement.

(c) At any time refuse to work during the commission by the Employer of any unfair labor practice as defined in the Labor Management Act of 1947, or during the continuance of any breach of this Agreement by the Employer.

(d) The Union agrees that so long as the grievance machinery provided for herein is followed by the employer, and the employer abides by the decision of the arbitrator during the term of this agreement, the Union will not cause, sanction, encourage, or take part in any strike, sit down, slow down, sick out, cessation or stoppage or interruption of work, boycott, or other interference with the operation of the employer.

## ARTICLE XII

### SECTION 1. (SAFETY)

It is agreed that safe and healthful conditions shall be observed at all times. To accomplish same, all mechanical equipment shall be maintained on a regular basis so as to insure the safe and proper operation of the equipment.

The refusal of an Employee to work on or with any equipment that the Employee considers unsafe or not in good operating condition shall not be the basis for discharge or any other disciplinary action by the Employer.

It is mutually agreed that all State and Federal Safety Laws shall be observed and complied with at all time. No alcohol or controlled substances will be permitted during work hours.

Employees shall take all necessary precautions to safeguard the Employers' equipment and vehicles that are entrusted to them for use in the course of their daily work duties.

It is agreed that Employees will be under an obligation to notify Supervisors, Garages or any other responsible party of mechanical or other safety problems with Employers' vehicles or other equipment as soon as reasonably possible. The Employer will make appropriate repairs in a timely manner.

### SECTION 2.

Should the Union knowingly allow its members to work for competitors of the Employers for a wage less than the wage established by the Agreement, then the wages and conditions contained in this Agreement shall immediately be changed to conform to the more favorable conditions as shown

to exist. This clause shall not apply to the initial agreement made by the Union in organizing a non-union shop.

**SECTION 3.**

All provisions of this Agreement shall continue in force and effect beginning with December 1, 2010 and for a period ending November 30, 2014, and shall continue in force and effect year to year thereafter, unless either party shall desire to change and shall file notice in writing of changes desired at least ninety (90) days prior to November 30, 2014, or in any subsequent year ending November 30th, and the established wage scales and conditions specified herein shall continue in force and effect pending negotiation of any proposed changes suggested by either party.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the first (1st) day of December 1, 2010.

**UNION**

By \_\_\_\_\_  
Dante Dano, Jr.  
President/Business Manager

By \_\_\_\_\_  
Peter N. Scaglione  
Financial Secretary