

Certificate

Of Existing Contractor's Wage And Fringe Benefits Bond FOR SPRINKLER FITTING INDUSTRY

Filed with Sprinkler Fitters and Apprentices Local Union No. 669

This is to certify that the _____
(hereinafter called Company) of _____ as Surety
has executed with _____ of
_____ as Principal a Contractor's Wage and Fringe
Benefits Bond hereinafter referred to by number, in the form approved and required by
Sprinkler Fitters and Apprentices Local Union No. 669 and said bond on the date hereof is in
existence, effective and enforceable.

Bond No. _____ Effective: _____

Executed by Surety the _____ day of _____

This Certificate executed this _____ day of _____

Surety

By: _____
Authorized Representative

Address

The Employers bound by this Agreement do hereby join in and subscribe to the Agreement and Declaration of Trust of the Sprinkler Industry Supplemental Defined Contribution Pension Fund and agree to be bound by any amendments thereto.

(B) Industry Promotion Fund:

Effective the 1st day of April, 2016, the Employer shall pay to the National Fire Sprinkler Industry Promotion Fund a sum of money equal to Twenty-Five Cents (\$0.25) per hour for each hour worked by each employee subject to this Agreement.

It is agreed by the parties to this Agreement that the contributions covered by this Article shall not be used in any manner which would be adverse to the interests of Local Union 669. The Association agrees to meet periodically, at least once a year, to discuss the use of these Funds.

It is further agreed that should any of the contributions be used in any manner which is or are adverse to the interests of Local Union 669, then the Parties to the Agreement shall meet within ten (10) days to resolve said issue.

The Employer agrees to become party to the Agreement and Declaration of Trust establishing the National Fire Sprinkler Industry Promotion Fund. It is understood and agreed that the Fund and Program of Benefits at all times through the life of this Agreement shall be such as to qualify for approval by the Internal Revenue Service of the United States Treasury Department and other appropriate governmental agencies, if necessary, to permit all Employers an income tax deduction for contributions paid hereunder.

ARTICLE 23

MONTHLY REPORTS: Employers party to this Agreement shall submit contributions to the Welfare, RESA, Pension, Educational, S.I.S. and Industry Promotion Funds in accordance with rules, regulations and procedures established by the Trustees of the Welfare, RESA, Pension, Educational, S.I.S. and Industry Promotion Funds.

The Employer agrees that the Trustees of the Welfare Trust, the Pension Trust, the Educational Trust, the S.I.S. Trust, and the Industry Promotion Trust, or their designees, shall have the authority to order an audit of the payroll, wage and related records (including supporting work sheets) of the Employer for the purpose of insuring compliance with the terms of this Agreement requiring contributions to the Trust Funds.

The Employer agrees that in the event the Trustees institute or participate in legal proceedings to collect payments or contributions from an Employer, the Employer shall also be required to pay reasonable attorney's fees, expenses of collection and interest at the highest rate permitted by the laws of the State where the legal proceeding is instituted.

Each contractor who is a subscriber to this Agreement or who desires to become a

subscriber to this Agreement shall furnish to the Union with a copy to the NFSA a cash or surety bond with a U. S. Treasury Listed Bonding Company in proportion to the average number of hours worked per month during the preceding year:

Number of Reportable Hours Per Month	Effective April 1, 2016 Amount of Bond or Irrevocable Letter of Credit
1-350	\$25,000
351-900	\$50,000
901-2,000	\$100,000
Over 2,000	\$250,000

Said bond shall expressly guarantee, in the following order of priority:

- (1) Wages, including dues, as required by this Agreement;
- (2) Welfare Fund contributions, as required by this Agreement;
- (3) Pension Fund contributions, as required by this Agreement;
- (4) Education Fund contributions, as required by this Agreement;
- (5) S.I.S. Fund contributions, as required by this Agreement;
- (6) Industry Promotion Fund contributions, as required by this Agreement; and
- (7) Liquidated Damages, interest and attorney's fees, as established by the Trustees of the Fund.

Each such bond shall provide, that in the event an Employer rejects this Agreement in connection with a bankruptcy proceeding, the bond shall also guarantee payments to the Welfare, Pension, S.I.S. and Industry Promotion Funds (in that order of priority), which would have been required by this Agreement, but for the Court's Order approving rejection of the Agreement.

In lieu of a bond an Irrevocable Letter of Credit from an FDIC Bank representing the correlated bond amount for the number of reportable hours worked per month shall be accepted.

Any contractor who becomes signatory to this Agreement must have a bond on file with the Local within fifteen (15) calendar days of the signing of this Agreement.

Should the contractor fail to provide and maintain the bond as required, the Union shall have the right to remove the employees covered by this Agreement or take other legal economic actions against the Employer provided however, that the contractor first be given fifteen (15) calendar days written notice by the Local Union headquarters of his failure to comply

In the event such action is taken, the Employer shall be responsible for any loss resulting therefrom.

Any contractor who puts up a cash bond recognizes that in order to defray the costs of maintaining an escrow account for cash bonds, any interest earnings by such bond shall be the property of the Union. A copy of the cash bond shall be provided to the National Fire Sprinkler Association.

LATE FILING CLAUSE: It is agreed that in the event the Employer is delinquent at the end of the period in the payment of his contribution to the Health and Welfare Fund, the Pension Fund, or other Funds created under this Agreement, in accordance with the rules and regulations of the Trustees of each Fund, the employees and/or the Union shall have the right to take action that may be necessary until such delinquent payments are made; provided however, that such action is subsequent to the Employer receiving notice in writing from the Welfare, Pension, Educational, S.I.S. and/or Industry Promotion Trust Fund Administrator that said contractor is delinquent and it is further agreed that in the event such action is taken, the Employer shall be responsible for any loss resulting therefrom.

ARTICLE 24

INCLUSION OF OTHER LOCAL UNIONS: It is mutually agreed that if the National Fire Sprinkler Association, Inc. shall agree with the other Local Unions of the United Association of Journeymen and Apprentices for the establishing of Welfare Funds and Pension Funds, in any such case the National Fire Sprinkler Association, Inc. and such other Local Unions may in writing agree that said Welfare Fund and Pension Fund shall be operated under the same provisions of this Agreement.

In any such case (a) payments of funds by the members of the National Fire Sprinkler Association, Inc. shall be made to the Trustees provided above and such payments and investments and reinvestments thereof may be commingled with any other funds (or investment or reinvestments thereof) of said Trustees.

(b) Benefits shall be paid to or established for the benefit of the employees in other Local Unions on the same basis as benefits are paid to or established for the benefit of employees covered by Local Union 669, provided that contributions and contribution periods as provided for in the Collective Bargaining Agreements entered into by the respective Local Unions are the same as that provided in this Agreement.

(c) The National Fire Sprinkler Association, Inc. and such other Local Unions shall adopt the Trustees currently serving under the Agreement and Declaration of Trust between the National Fire Sprinkler Association, Inc. and Local Union 669 of the United Association and their successors appointed as provided in said Agreement and Declaration of Trust.

ARTICLE 25

GRIEVANCE PROCEDURE AND ARBITRATION: During the term of this Agreement