

AGREEMENT

By and Between



**Sheet Metal, Air, Rail and Transportation Workers'
Local Union 55**

And

**Inland Northwest Sheet Metal Contractors
Association (SMACNA)**



And Independent Contractors

**NORTH EASTERN WASHINGTON AND
NORTHERN IDAHO**

**SOUTH EASTERN WASHINGTON
AND NORTH EASTERN OREGON**

COVERING

**SHEET METAL, ROOFING, VENTILATING
AND AIR CONDITIONING
CONTRACTING, DIVISIONS OF THE
CONSTRUCTION INDUSTRY**

Effective:

**NE WA/N ID June 1, 2018 to May 31, 2021
SE WA/ NE OR June 1, 2018 to May 31, 2022**

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**STANDARD FORM OF UNION AGREEMENT
LOCAL UNION AND MULTI-EMPLOYER ASSOCIATION
WHOSE JURISDICTION
COVERED BY THIS AGREEMENT**

**SHEET METAL, AIR, RAIL AND TRANSPORTATION WORKERS'
INTERNATIONAL ASSOCIATION LOCAL UNION NO.55**

**Business Manager: Kolby Hanson
Business Representatives: John Little and Sean VanPelt**

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JURISDICTION SE WA/NE OR: Benton, Columbia, Franklin, Garfield,
Kittitas, Klickitat, Walla Walla, and Yakima Counties in Washington;
Morrow, Umatilla, Union, Wallowa and Counties in Oregon.
JURISDICTION NE WA/N ID: Adams, Asotin, Chelan, Douglas, Ferry,
Grant, Lincoln, Okanogan, Pend Oreille, Spokane, Stevens and Whitman
Counties in Washington; Benewah, Bonner, Boundary, Clearwater,
Kootenai, Latah, Lewis, Nez Perce and Shoshone Counties in Idaho.

AND

**INLAND NORTHWEST SHEET METAL
CONTRACTORS ASSOCIATION (SMACNA)**

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AND

INDEPENDENT CONTRACTORS

**STANDARD FORM OF UNION AGREEMENT FOR SHEET METAL,
ROOFING, VENTILATING AND AIR CONDITIONING CONTRACTING
DIVISIONS OF THE CONSTRUCTION INDUSTRY**

AGREEMENT entered this 1st day of June 2018 by and between the INLAND NORTHWEST SHEET METAL CONTRACTORS ASSOCIATION (SMACNA) OR INDEPENDENT CONTRACTOR, hereinafter referred to as the EMPLOYER, and LOCAL UNION NO. 55 of SHEET METAL, AIR, RAIL AND TRANSPORTATION (SMART) WORKERS' INTERNATIONAL ASSOCIATION hereinafter referred to as the UNION.

ARTICLE I

SECTION 1: This Agreement covers the rates of pay and conditions of employment of all employees of the Employer engaged in, but not limited to:

- (a) Manufacturing, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or nonferrous metal work and all other materials used in lieu thereof and all airveyor systems and air handling systems regardless of materials used including the setting and servicing of all equipment and all supports and reinforcements in connection therewith.
- (b) All lagging over insulation and all duct lining.
- (c) Testing and balancing of all air-handling equipment and duct work.
- (d) The preparation of all shop and field sketches whether manually drawn or computer assisted used in fabrication and erection, including those taken from original architectural and engineering drawings of sketches.
- (e) Metal roofing. All other work included in the jurisdictional claims of SMART Workers' International Association, as specifically documented in this Agreement.

SE WA / NE OR ONLY:

- (f) The preparation of all drawings or sketches indicating the partial and/or final installed condition or design of the airveyor system for a power generation facility when such drawings or sketches are required by the applicable project's plans and specifications.

ARTICLE II

SECTION 1: No Employer shall subcontract or assign any of the work described herein which is to be performed at a job site to any contractor, subcontractor or other person or party who fails to agree in writing to comply with the conditions of employment contained herein including, without limitation, those relating to Union security, rates of pay and working conditions, hiring and other matters covered hereby for the duration of the project.

SECTION 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 subcontracted 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.

ARTICLE III

SECTION 1: The Employer agrees that none but journeymen, apprentice sheet metal workers, service workers and material handlers shall be employed on any work described in Article I. And, further, for the purpose of providing jurisdiction, agrees to provide the Union with written evidence of assignment, on the Employer's letterhead, for certain specified items of work to be performed at a job site prior to commencement of work at the site. List of such specific items, which may be revised from time to time, as agreed to by and between SMACNA, Independents, and SMART shall be provided to the Employer.

ARTICLE IV

SECTION 1: The Union agrees to furnish upon request by the Employer, duly qualified journeymen and apprentice sheet metal workers in sufficient numbers as may be necessary to properly execute work contracted for by the Employer in the manner and under the conditions specified in this Agreement.

ARTICLE V

SECTION 1: 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 of this Agreement, within eight (8) days following the beginning of such employment or the effective date of this Agreement, whichever is the later, provided 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 failure of the employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership.

SECTION 2: If during the term of this Agreement, the Labor Management Relations Act of 1947 shall be amended by Congress in such manner as 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.

SECTION 3: The provisions of this Article shall be deemed to be of no force and effect in any state, to the extent to which the making or enforcement of such provisions is contrary to law. In any state where the making and enforcement of such provisions is lawful only after compliance with certain conditions precedent, this Article shall be deemed to take effect as to involved employees immediately upon compliance with such conditions.

ARTICLE VI

SECTION 1: The regular working day shall consist of eight (8) hours labor in the shop or on the job between Six (6:00) AM and four-thirty (4:30) PM and the regular working week shall consist of five (5) consecutive eight (8) hour days labor in the shop or on the job, beginning with Monday and ending with Friday of each week. All full time or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. Except as otherwise provided pursuant to Section 4 of this Article, the first four (4) hours performed after the regular work day and performed during the regular work week, shall be at one and one-half (1 ½) times the regular rate of pay. All hours worked in excess of the first four (4) hours following the regular work day until starting time of the next regular work day, Monday through Friday, shall be at two (2) times the regular hourly rate of pay. All hours in excess of twelve (12) hours on Saturday will be at the double time rate. Leave covered by and paid under the state paid sick leave law shall not be counted toward weekly work hours for purposes of overtime and double time. Employees shall be at the shop or project site at scheduled starting time each day and shall remain until quitting time

SECTION 2: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Day or days locally observed as such, and Sundays shall be recognized as holidays. If a holiday falls on a Saturday, the Friday before shall be the observed holiday. If a holiday falls on a Sunday, the following Monday shall be the observed holiday. All work performed on holidays shall be paid as follows: two (2) times the regular rate of pay received by the employee, as covered in Addendum 1.

SECTION 3: It is agreed that all work performed outside of regular working hours during the regular work week and on holidays shall be performed only upon notification by the Employer to the Local Union in advance of scheduling such work. With the exception of the Steward (reference Steward Clause) preference to overtime and holiday work shall be given to employees on the job on a rotation basis so as to equalize such work as nearly as possible.

SECTION 4: Shift work and the pay and conditions therefore shall be only as provided in written addendum attached to this Agreement (reference Addenda 1-7).

SECTION 5: Energy conservation: Retrofit work performed outside the regular work day in occupied buildings shall be performed under shift work conditions to be established by the local parties or by the National Joint Adjustment Board (NJAB) on the request of either party, if not locally provided. Saturday may be scheduled as part of the five (5) day work week at the option of the Employer.

SECTION 6: The Employer may establish a four (4) day, ten hour shift exclusive of the thirty (30) minute unpaid lunch period, at the straight time rate. The starting time shall be between 6:00 am and 8:00am. Forty (40) hours per week shall constitute a week's work Monday through Friday. In the event a job is down due to weather conditions, Holiday, or other conditions beyond the control of the Employer, then a Friday may, at the option of the Employer, be worked as a makeup day at the straight time rate. If Friday is scheduled as a makeup day, a minimum of eight (8) hours will be scheduled and worked, weather

permitting. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. Start time will be designated by the Employer; the Union will be advised of the starting time. Employees who inform their Employer on Thursday that they do not wish to work Friday as a make-up day will not be penalized.

ARTICLE VII

SECTION 1: When employed in a shop or on a job within the limits of this jurisdiction, employees shall be governed by the regular working hours specified herein and shall provide for themselves necessary transportation within the said limits from home to shop or job at starting time and from shop or job to home at quitting time and the Employer shall provide or pay for all necessary additional transportation during working hours.

SECTION 2: When employed outside of the limits specified in Section I of this Article, and within the jurisdiction of the Union, employees shall provide transportation for themselves which will assure their arrival at the limits specified in Section I of this Article at regular starting time, and the Employer shall provide for all additional transportation for such jobs, including transportation from job back to the limits specified in Section I of this Article which will assure arrival at such limits at quitting time. As an alternative to the foregoing method, travel expenses may be paid by a zone or other method of payment. If this alternative method is used, it will be as provided in a written addendum attached hereto.

ARTICLE VIII

SECTION 1: The minimum rate of wages for journeymen sheet metal workers covered by this Agreement when employed in a shop or on a job within the jurisdiction of the Union and the geographical area covered by this Agreement (see counties covered by this Agreement on page 5) to perform any work specified in Article I of this Agreement shall be as provided in Addendum 1, attached hereto, except as hereinafter specified in Section 2 of this Article.

SECTION 2: On all work specified in Article 1 of this Agreement, fabricated and/or assembled by journeymen and apprentice sheet metal workers within the jurisdiction of this Union, or elsewhere, for erection and/or installation within the jurisdiction of this Union but in a geographical area covered by another labor agreement that contains a wage scale higher than the wage scale specified in this Agreement or, the jurisdiction of any other local union affiliated with SMART Workers' International Association, whose established wage scale is higher than the wage scale specified in this Agreement, the higher wage scale of the job site labor agreement shall be paid to the employees employed on such work in the home shop or sent to the job site.

SECTION 3: The provisions of Section 2 of this Article, Section 2 of Article II and Section I of Article III shall not be applicable to the manufacture for sale to the trade or purchase of the following items:

1. Ventilators
2. Louvers
3. Automatic and fire dampers
4. Radiator and air conditioning unit enclosures

5. Fabricated pipe and fittings for residential installations and light commercial work as defined in the locality
6. Mixing (attenuation) boxes
7. Plastic skylights
8. Air diffusers, grilles, registers
9. Sound attenuators
10. Chutes
11. Double-wall panel plenums
12. Angle rings
13. Pre-manufactured curbs
14. ACM panels systems
15. Foam core panels systems
16. Single skin siding and roof systems

SECTION 4: The provisions of Section 2 of this Article shall not be applicable to air pollution control systems fabricated for the purpose of removing air pollutants, excluding air conditioning, heating and ventilating systems. In addition, the provisions of Section 2 of this Article will not be applicable to the manufacture of spiral pipe and fittings for high-pressure systems.

SECTION 5: Except as provided in Sections 2 and 6 of this Article, the Employer agrees that journeyman sheet metal workers hired outside of the territorial jurisdiction of this Agreement shall receive the wage scale and working conditions of the local Agreement covering the territory in which such work is performed or supervised.

SECTION 6: When the Employer has any work specified in Article 1 of this Agreement to be performed outside of the area covered by this Agreement and within the area covered by another Agreement with another local affiliated with the SMART Workers' International Association, and qualified sheet metal workers are available in such area, the Employer may send no more than two (2) sheet metal workers per job into such area to perform any work which the Employer deems necessary, both of whom shall be from the Employer's home jurisdiction. All additional sheet metal workers shall come from the area in which the work is to be performed *(merger agreement, full portability between Local 55 and Local 66). Journeymen 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, and 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 SMART Workers' International Association covering the area, then the minimum conditions of the home local Union shall apply.

SECTION 7: In applying the provisions of Sections 2, 5, and 6 of Article VIII, the term "wage scale" shall include the value of all applicable hourly contractual benefits in addition to the hourly wage rate provided in said Sections.

SECTION 8: Welfare benefit contributions shall not be duplicated. When sheet metal workers are employed temporarily outside the jurisdiction of their home local Union, the parties signatory to this Agreement agree to arrange through the Health and Welfare Trust Fund to transmit health and welfare contributions made on behalf of the employee to the Health and Welfare Fund in the employee's home local Union. The parties to this Agreement agree to establish a system for continuing health and welfare coverage for employees working temporarily outside the jurisdiction of the local collective bargaining agreement when health and welfare contributions are transmitted on their behalf by trust funds from other areas.

SECTION 9: (a) Wages at the established rates specified herein shall be paid by check or cash in the shop or on the job at or before quitting time on Friday of each week, and no more than four (4) days' pay will be withheld. Alternatively, wages may be paid by electronic transfer. When Friday is a holiday, the last scheduled workday prior to Friday will be payday. However when employees are laid off they shall be paid in full at the time of such layoff.

(b) When an employee quits or is terminated for just cause, he/she will be paid not later than the next scheduled payday.

(c) Employees not paid in accordance with Article VIII, Section 9 (a) and (b), will be paid for actual waiting time at his regular shift rate until paid, but not to exceed two (2) hours waiting time the first day and will be paid one (1) hours pay at their regular shift rate for each additional day or fraction of a day thereafter.

SECTION 10: Journeyman and apprentice sheet metal workers, who report for work by direction of the Employer and are not placed to work, shall be entitled to two (2) hours' pay at the established rate. This provision, however, shall not apply under conditions over which the Employer has no control.

SECTION 11: Each Employer covered by this Agreement shall employ at least one (1) journeyman sheet metal worker who is not a member of the firm on all work specified in Article I of this Agreement. However, it will be permissible for an owner-member to be the journeyman sheet metal worker.

SECTION 12: (a) Contributions provided for in Section 12 (b) of this Article will be used to promote programs of industry education, training, negotiation and administration of collective bargaining agreements, research and promotion, such programs serving to expand the market for the services of the Sheet Metal Industry, improve the technical and business skills of Employers, stabilize and improve the Employer-Union relations, and promote, support and improve the employment opportunities for employees. No part of any such payments, however, shall be used for any other purpose except as expressly specified above.

(b) The Employer shall pay the Sheet Metal and Air Conditioning Contractors' National Industry Fund of the United States (IFUS) the current dues rate per hour for each hour worked on and after the effective date of this Agreement by each employee of the Employer covered by this Agreement. It is requested that payment be made on or before the fifteenth (15th) of the succeeding month and shall be remitted to IFUS, 4201

Lafayette Center Drive, Chantilly, Virginia, 22021 – 1209, or for the purpose of transmittal, through Northwest Sheet Metal Workers' Health Care Plan Office.

(c) The IFUS shall submit to the SMART Workers' International Association not less often than semi-annually written reports describing accurately and in reasonable detail the nature of activities in which it is engaged or which it supports directly or indirectly with any of its funds. One time per year, the IFUS shall include in such written report a financial statement attested to by a certified public accountant containing its balance sheet and detailed statement of annual receipts and disbursements. Further specific detailed information in regard to IFUS activities or its receipts and/or expenditures shall be furnished to the SMART Workers' International Association upon written request.

(d) Grievances concerning use of IFUS funds for purposes prohibited under Section 12(a) or for violations of other subsections of this Section may be processed by the SMART Workers' International Association directly to the National Joint Adjustment Board (NJAB) under the provisions of Article X of this Agreement. In the event such proceeding results in a deadlock, either party may upon ten (10) day notice to other party, submit the issue to final and binding arbitration. The Arbitrator shall be selected by the Co-Chairmen of the NJAB. The Arbitrator shall be authorized to impose any remedial order he/she deems appropriate for violation of this Section, including termination of the Employer's obligation to contribute to the IFUS. The authority of the Arbitrator is expressly limited to a determination of a deadlocked issue under this Section, (Section 12, Article VIII), and no other.

SECTION 13: (a) Contributions provided for in Section 13 (b) of this Article will be used to promote programs of industry education, training, negotiation and administration of collective bargaining agreements, research and promotion, such programs serving to expand the market for the services of the Sheet Metal Industry, improve the technical and business skills of Employers, stabilize and improve Employer Union relations, and promote, support and improve the employment opportunities for employees. No part of any such payments, however, shall be used for any other purpose except as expressly specified above.

(b) The Employer shall pay to the Inland Northwest Sheet Metal Contractors' Association Industry Fund, (hereinafter referred to as the local Industry Fund, or alternately into a Labor approved fund designated by a Labor recognized independent Employer) thirty-seven cents (\$0.37) per hour for each hour worked on or after the effective date of this Agreement by each employee of the Employer covered by this Agreement. It is requested that payment be made on or before the fifteenth (15th) of the succeeding month.

(c) The fund shall furnish to the Business Manager of the Union, not less than annually, written reports to include a financial statement attested to by a certified public accountant and containing its balance sheet and detailed statement of receipts and disbursements. Further specific detailed information in regard to fund activities or its receipts and/or disbursements shall be furnished to the Business Manager of the Union upon their written request.

(d) Grievances concerning use of local Industry Fund monies to which an Employer shall contribute for purposes provided under Section 13 (a) or for violations of other

subsections of this Section shall be handled under the provisions of Article X of this Agreement. The NJAB shall be authorized to impose any remedial order for violation of this Section, including termination of the Employer's obligation to contribute to the local Industry Fund.

SECTION 14: (a) Effective as of the date of this Agreement, the Employer will contribute to the International Training Institute for the Sheet Metal and Air Conditioning Industry, (ITI), twelve cents (\$0.12) per hour for each hour worked by each employee of the Employer covered by this Agreement. It is requested that payment be made on or before the fifteenth (15th) of the succeeding month and shall be remitted electronically via the National Benefit Funds' secure online Internet Payment System, accessible at www.smwnbf.org.

(b) Effective as of the date of this Agreement, the Employer will contribute to the National Energy Management Institute Committee, (NEMIC), a jointly administered trust fund, three cents (\$0.03) per hour for each hour worked by each employee of the Employer covered by this Agreement. It is requested that payment be made on or before the fifteenth (15th) of the succeeding month and shall be remitted electronically via the National Benefit Funds' secure online Internet Payment System, accessible at www.smwnbf.org.

(c) Effective as of the date of this Agreement, the Employer will contribute to the Sheet Metal Occupational Health Institute Trust, (SMOHIT), two cents (\$0.02) per hour for each hour worked by each employee of the Employer covered by this Agreement until the Institute Trustees determine that the Trust is financially self-sufficient. It is requested that payment be made on or before the fifteenth (15th) of the succeeding month and shall be remitted electronically via the National Benefit Funds' secure online Internet Payment System, accessible at www.smwnbf.org.

(d) The parties agree to be bound by the separate Agreements and Declarations of Trusts establishing the International Training Institute for the Sheet Metal and Air Conditioning Industry (ITI), and the National Energy Management Institute Committee (NEMIC), the Sheet Metal Occupational Health Institute Trust (SMOHIT), the Industry Fund of the United States and the separate agreements and declarations of trusts of all other local or national programs to which it has been agreed to that contributions will be made. In addition, the parties agree to be bound by amendments to said Trust Agreements as may be made from time to time and hereby designated as their representatives on the Board of Trustees such Trustees as are named together with any successors who may be appointed pursuant to said agreements.

(e) The Employer and the Union recognize that, during the term of this Agreement, the Sheet Metal Workers' National Pension Fund will notify the parties of the Funds' status under the Pension Protection Act of 2006. It is anticipated that the Fund will be in critical status. Consequently, the Employer and the Union further recognize that a surcharge may be imposed upon contributions to the Fund, and that the Fund may adopt a rehabilitation plan, incorporating alternative schedules of benefits and contributions, during the term of this Agreement.

The parties agree that a schedule described above will be deemed to be adopted automatically if, in accordance with this Agreement, the Union allocates or reallocates a portion of the wage and fringe-benefit package, or where the agreement provides for an automatic allocation or reallocation of the wage and fringe-benefit package, that is sufficient to cover fully any increases in contribution rates to the NPF under that schedule.

It is undesirable to pay a surcharge upon pension contributions, with no resulting improvement in pension benefits. Accordingly, in the absence of a reallocation as provided above, at such time as the Trustees of the Fund furnish the Employer and the Union with alternative schedules as provided above, either party may re-open this Agreement upon thirty days written notice to the other, for the purpose of reaching agreement upon the adoption of one of those schedules. During the negotiations, the parties shall give due recognition to the desirability of maintaining pension benefits in light of economic conditions in the local area.

The parties agree further that the schedule described above will become part of this Agreement, and will be incorporated by references herein, on the date the schedule is adopted or is deemed to have been adopted automatically in accordance with the terms above. The parties will not take any action or actions inconsistent with the NPF's Rehabilitation Plan or Funding Improvement Plan of which the schedule is a part, as modified or amended from time-to-time.

(f) The parties authorize the trustees of all national funds to cooperatively establish uniform collection procedures to provide for efficient and effective operation of the various national trusts.

(g) Organizational Trust contribution increases will be, at minimum, tied to the same percentage increase, as part of the negotiated increase, as negotiated for the journeyman package.

ARTICLE IX

SECTION 1: Journeyman and apprentice sheet metal workers covered by this Agreement shall provide for themselves all necessary hand tools.

SE WA / NE OR ONLY:

A minimum tool list shall be used on job sites where security for employees' tools is necessary due to the job site being within a controlled compound with tool passes required. These minimum tool lists will be compiled by mutual agreement between the Contractor and the Union. This list shall accurately reflect the minimum hand tools (non-powered and non-precision) needed in order for the employee to accomplish his/her work. In the event of forced entry of the Employer's security, the Employer agrees to reimburse or replace only those tools covered by the minimum tool list, which were lost as a result of the break-in.

SECTION 2: Journeyman and apprentice sheet metal workers covered by this Agreement 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; facilities for such transportation to be provided by the Employer. This provision shall not restrict the use of any automobile or other conveyance to transport its owner and personal tools from home to shop or job at starting time or from shop or job to home at quitting time.

ARTICLE X

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

SECTION 1: Grievances of the Employer or the Union, arising out of interpretation or enforcement of this Agreement, shall be settled between the Employer directly involved and the duly authorized representative of the Union, if possible. Both parties may participate in conference through representatives of their choice. To be valid, grievances must be raised within thirty (30) calendar days following the occurrence giving rise to the grievance, or, if the occurrence was not ascertainable, within thirty (30) calendar days of the first knowledge of the facts giving rise to the grievance.

SECTION 2: Grievances not settled as provided in Section 1 of this Article may be appealed by either party to the Local Joint Adjustment Board (LJAB) where the work was performed or in the jurisdiction of the Employer's home local and such Board shall meet promptly on a date mutually agreeable to the members of the Board, but in no case more than fourteen (14) calendar days following the request for its services, unless the time is extended by mutual agreement of the parties or LJAB. The Board shall consist of representatives of the Union and the local Employers' Association and both sides shall cast an equal number of votes at each meeting. The local Employers' Association, on its own initiative, may submit grievances for determination by the Board as provided in this Section. Except in the case of a deadlock, a decision of a LJAB shall be final and binding. Notice of Appeal to the LJAB shall be given within thirty (30) days after termination of the procedures prescribed in Section I of this Article, unless the time is extended by a mutual agreement of the parties.

SECTION 3: Grievances not disposed of under the procedure prescribed in Section 2 of this Article, because of a deadlock or failure of such Board to act, may be appealed jointly or by either party to a Panel consisting of one (1) representative appointed by the Labor Co-Chairman of the National Joint Adjustment Board (NJAB), and one (1) representative appointed by the Management Co-Chairman of the NJAB. Appeals shall be mailed to the NJAB*. Notice of appeal to the Panel shall be given within thirty (30) days after termination of the procedures prescribed in Section 2 of this Article. Such Panel shall meet promptly but in no event more than fourteen (14) calendar days following receipt of such appeal, unless such time is extended by mutual agreement of the Panel members. Except in the case of deadlock, the decision of the Panel shall be final and binding. Notwithstanding the provisions of Paragraph 1 of this Section, an Employer who was not a party to the Labor Agreement of the area in which the work in dispute is performed may appeal the decision of the LJAB from that area, including a unanimous decision, and request a Panel hearing as set forth in Section 3 of this Article, providing such appeal is approved by the Co-Chairmen of the NJAB.

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

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

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

SECTION 7: Failure to exercise the right of appeal at any step thereof within the time limit provided therefore shall void any right of appeal applicable to the facts and remedies of the grievances involved. There shall be no cessation of work by strike or lockout during the pendency of the procedures provided for in this Article. Except in the case of deadlock, the decision of the NJAB shall be final and binding.

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

(a) Should the negotiations for a renewal of this Agreement or negotiations regarding a wage/fringe reopener become deadlocked in the opinion of the Union representative(s) or of the Employer(s) representative(s), or both, notice to that effect shall be given to the NJAB. If the Co-Chairmen of the NJAB believe the dispute might be adjusted without going to final hearing before the NJAB, each will then designate a Panel representative who shall proceed to the locale where the dispute exists as soon as convenient, attempt to conciliate the differences between the parties and bring about a mutually acceptable agreement. If such Panel representatives or either of them conclude that they cannot resolve the dispute, the parties thereto and the Co-Chairmen of the NJAB shall be promptly so notified without recommendation from the Panel representatives. Should the Co-Chairmen of the NJAB fail or decline to appoint a Panel member or should notice of failure of the Panel representatives to resolve the dispute be given, the parties shall promptly be notified so that either party may submit the dispute to the NJAB. In addition to the mediation procedure set forth above or as an alternate thereto, the Co-Chairmen of the NJAB may each designate a member to serve as a Subcommittee and hear the dispute in the local area. Such Subcommittees shall function as arbitrators and are authorized to resolve all or part of the issues. They are not, however, authorized to deadlock and the matter shall be heard by the NJAB in the event a Subcommittee is unable to direct an entire resolution of the dispute.

*All correspondence to the NJAB shall be sent to the following address:
National Joint Adjustment Board, PO Box 220956, Chantilly, VA 20153-0956,
or 4201 Lafayette Center Drive, Chantilly, VA 20151-1209.

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

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

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

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

(e) In administering and conducting dispute resolution activities under the arbitration procedures of the Standard Form of Union Agreement, the NJAB, the SMART Workers' International Association, the Sheet Metal and Air Conditioning Contractors' Association, Inc., and their representatives are functioning as arbitrators and not as the representative of any entity that is party to such dispute. Therefore, they shall enjoy all of the rights, privileges and immunities afforded to arbitrators under applicable law.

ARTICLE XI

SECTION 1: All duly qualified apprentices shall be under the supervision and control of a Joint Apprenticeship and Training Committee (JATC) composed of eight (8) members; four (4) of whom shall be selected by the Employer, and four (4) by the Union with one of each being a designated alternate. Said JATC shall formulate and make operative such rules and regulations as they may 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 part of this Agreement.

SECTION 2: The JATC designated herein shall serve for the life of this Agreement, except that vacancies in said JATC 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 apprentices be given every opportunity to secure proper technical and practical education experience in the trade, under the supervision of the JATC.

SECTION 3: It is the understanding of the parties to this Agreement that the funds contributed by signatory Employers to the ITI and any Local JATC fund will not be used to train apprentices or journeymen who will be employed by employers in the Sheet Metal Industry not signatory to a collective bargaining agreement providing for contributions to the ITI and a Local JATC. Therefore, the Trustees of the ITI Fund and Local JATC shall adopt and implement a Scholarship Loan Agreement Program which will require apprentices and journeymen employed by signatory Employers to repay the cost of training either by service following training within the union sector of the industry or by actual repayment of the cost of training if the individual goes to work for a non-signatory employer in the Sheet Metal Industry. The cost of training shall include the reasonable value of all ITI Fund and Local JATC materials, facilities and personnel utilized in training. If a Local JATC does not implement the Scholarship Loan Agreement, the Local JATC shall be prohibited from utilizing ITI Fund materials and programs.

SECTION 4: (a) It is hereby agreed that the Employer shall apply to the JATC and the JATC shall grant apprentices as per the journeyman-apprentice ratio listed in Article XII, Section 3. However, an Employer will not be entitled to a new apprentice if the Employer has an apprentice on layoff for lack of work.

(b) An Employer may hire one relative of an owner who might logically succeed to ownership as an apprentice and the JATC agrees to indenture same, subject to JATC's selection procedure.

(c) SE WA / NE OR ONLY:

(Effective June 1, 2003, the following language changes were directed):

It is hereby agreed that the Employer may apply to the JATC and the JATC shall grant probationary apprentices on the basis of one (1) probationary apprentice for each three (3) apprentices employed by the Employer. Provided, however, that an Employer who employs one (1) or more apprentices and at least three (3) sheet metal journeymen shall be entitled to at least one (1) probationary apprentice. Any apprentice of the Employer on layoff at the effective date of this Agreement must be rehired before the Employer is entitled to any probationary apprentice. Thereafter, the same conditions and ratios shall apply.

SECTION 5: All applicants for apprenticeships shall be a minimum of eighteen (18) years of age and each apprentice shall serve an apprenticeship of five (5) years and such apprentices shall not be in charge of work on any job and shall work under the supervision of a journeyman until apprenticeship terms have been completed and they have qualified as journeymen. This provision shall not apply to the last six (6) months of

his/her apprenticeship. The apprentice shall be allowed to work unsupervised during this period.

SECTION 6: A graduated wage scale for apprentices shall be established and maintained on the following percentage basis of the established wage rate of journeymen sheet metal workers:

| <u>SE WA/NE OR</u> | <u>NE WA/N ID</u> |
|----------------------------------|---------------------------------|
| First half of first year at 50% | First half of first year at 55% |
| Second half of first year at 55% | Second half of first year 55% |
| Second year at 60% | First half of second year 60% |
| | Second half of second year 65% |
| Third year at 70% | First half of third year 70% |
| | Second half of third year 75% |
| Fourth year at 75% | First half of fourth year 80% |
| | Second half of fourth year 85% |
| Fifth year at 85% | Fifth Year 90% |

NE WA/N ID ONLY: For all First Year apprentices, the NW Pension contributions shall be reduced by \$1.25 and these monies shall be reallocated to the apprentices' wages which will be in addition to their percentage of journeyman BT rate.

SECTION 7: The parties will establish, on a local basis, the SMART Workers' International Association Youth to Youth program (the Program) and the procedures to enable all apprentices to participate in the Program. The activities of the Program that deal with organizing, and other traditional union activities, shall be funded by the Local Union through a check-off in compliance with the provisions of Section 302 (c) of the Labor-Management Relations Act of 1947. Activities that may be funded by Employer contributions shall be so funded if, and to the extent, the parties shall agree locally to sponsor and implement the same.

SECTION 8: All fringe benefits to be provided on behalf of the apprentices shall be included in the wage schedules as per Addendum 1. The parties agree that concentrated apprenticeship training is preferable to night-schooling and urge the JATC to continue concentrated training during the term of this Agreement.

SECTION 9: Commencing with December 1, 1975, and for the duration of this Agreement and any renewals or extensions thereof, the Employer will contribute to the appropriate Sheet Metal Training Trust Fund, the amount scheduled in Addendum 1 for each hour worked by each employee in a job classification covered by the Collective Bargaining Agreement. The payments to the respective Training Funds will be as designated by the Trustees of each Fund.

ARTICLE XII

SECTION 1: For apprentices the probationary period is one (1) year. Apprentices will receive the percentage of journeyman base pay and advance as per the percentage schedule in ARTICLE XI Sec-6

SECTION 2: The Employer will pay the current rate of contribution on behalf of the apprentice to the National Pension Fund, the Northwest Supplemental Trust and the Northwest Sheet Metal Workers' Pension Fund as provided by the Pension Plans Section of this Agreement and reflected in the current wage charts.

SECTION 3: Employers shall be entitled to apply to the JATC, in accordance with the following journeyman-apprentice ratio, based on the average year round number of journeymen employed:

The numeric ratio of apprentices to journey-level employees may not exceed one apprentice per journey-level worker for the term of a 4-year agreement thru 5/31/22. At which point the Journeyman to Apprentice ratios revert to the 2015-2018 CBA stipulated ratios

The JATC will determine the number of apprentices needed in the Industry.

SECTION 4: Apprentices must have the necessary tools to accomplish their work as per their status in apprenticeship training. Tool schedules shall be set up by the JATC for each wage progression.

SECTION 5: When an apprentice is referred to any Employer and is later terminated because of a work shortage, the Employer is obligated to take this same apprentice back when the Employer's work picks up provided this same apprentice is not employed elsewhere.

SECTION 6:

SE WA / NE OR ONLY:

The Employer agrees that he will rotate apprentices as directed by the JATC in each area of the Local Union having jurisdiction.

NE WA / N ID ONLY:

The Employer shall be responsible for the "on the job training" of the apprentice. All apprentices will be dispatched to eligible signatory contractors as per Training Trust dispatch procedures. When an apprentice is an employee of any signatory Employer and does not, in that Employer's estimation, meet the minimum requirements of an apprentice within that progression period, it shall be the responsibility of the Employer to furnish timely documentation of the perceived problem to the apprentice and the JATC to attempt a resolution acceptable to the parties. The JATC will be the final authority involving the apprentice in any complaint of this nature. Apprentices will be moved in accordance with state laws.

ARTICLE XIII
ARTICLES OF AGREEMENT

This Agreement consists of:

1. Standard Form of Union Agreement for Sheet Metal, Roofing, Ventilating and Air Conditioning, Contracting Divisions of the Construction Industry.

2. Addenda 1-7

SECTION 1: This Agreement shall become effective the first (1st) day of June 2018 and remain in full force and effect through the thirty-first (31st) day of May 2022, and shall continue in force from year to year thereafter, unless written notice of re-opening is given not less than ninety (90) days prior to the expiration date. In the event such notice of re-opening is served, this Agreement shall continue in force and effect until conferences relating thereto have been terminated by either party by written notice, provided, however, that if this Agreement contains Article X, Section 8, it shall continue in full force and effect until modified by order of the NJAB and/or Regional Arbitration Panel until the procedures under Article X, Section 8 have been otherwise completed.

SECTION 2: If, pursuant to federal or state law, any provision of this Agreement shall be found by a court of competent jurisdiction to be void or unenforceable all of the other provisions of this Agreement shall remain in full force and effect. The parties agree to meet and negotiate a substitute provision. If negotiations are unsuccessful, the issue may be submitted for resolution by either party to the Regional Arbitration Panel (First step as per Addendum #1 Article XIII), or pursuant to Article X, Section 8 of this Agreement to the NJAB.

SECTION 3: Notwithstanding any other provision of this Article, or any other Article of this Agreement, whenever an amendment to the Standard Form of Union Agreement shall be adopted by the sponsoring national associations, any party to this Agreement, upon the service of notice to all other parties hereto, shall have this Agreement reopened thirty (30) days thereafter, for the sole and only purpose of attempting to negotiate such amendment or amendments into this Agreement for the duration of the term hereof. There shall be no strike or lockout over this issue.

SECTION 4: The Employer hereby waives any right it may have to repudiate this Agreement during the term of this Agreement or during the term of any extension, modification or amendment to this Agreement.

SECTION 5: By execution of this Agreement the Employer authorizes the Inland Northwest Sheet Metal Contractors' Association to act as its collective bargaining representative for all matters relating to this Agreement. The parties agree that the Employer will hereafter be a member of the multi-employer bargaining unit represented by said Association unless this authorization is withdrawn by written notice, deposited in the US Mail, sent return receipt requested, to the Association and the Union at least one hundred fifty (150) days prior to the expiration date of this Agreement.

SECTION 6: If there was any omissions or extra wording changed during the re-formatting of this contract in 2018, then that specific language would revert back to the previous contract language.

In WITNESS whereof, the parties hereto affix their signatures and seal this _____ day
of _____, 2018.



**SHEET METAL, AIR, RAIL AND TRANSPORTATION WORKERS'
INTERNATIONAL ASSOCIATION LOCAL #55**

Signature of Business Manager / Representative



**INLAND NORTHWEST SHEET METAL CONTACTORS' ASSOCIATION
OR
INDEPENDENT CONTRACTOR**

Signature of Representative

SMACNA / Independent Company Name

ADDENDUM #1

BUILDING TRADES ADDENDUM TO THE STANDARD FORM OF UNION AGREEMENT

ARTICLE I

SECTION 1: Rates of Pay

| | | | | |
|--------------------------|-----------------|-----------------|-----------------|-----------------|
| SE WA/NE OR ONLY: | 6/1/2018 | 6/1/2019 | 6/1/2020 | 6/1/2021 |
| Total Wages and Fringes: | \$60.31 | \$63.31 | \$66.06 | \$68.81 |

| | | | |
|-------------------------|-----------------|-----------------|-----------------|
| NE WA/N ID ONLY: | 6/1/2018 | 6/1/2019 | 6/1/2020 |
| Total Wages and Fringe | \$54.61 | \$56.61 | \$58.36 |

See Current Wage Schedules For Breakdown of Wages and Fringes

ARTICLE II TRAVEL TIME

The rate of pay for travel time before and after scheduled work hours shall be paid at two thirds (2/3) of the straight time hourly rate provided that all such travel time shall be paid for at one and one half (1 ½) times the travel time rate of pay, but not less than the state minimum wage being paid at the same one and one half (1 ½) times associated with overtime hours. All fringe benefits shall be paid on travel time hours.

ARTICLE III TRANSPORTATION

Transportation to and from jobs during working hours shall be furnished by the Employer, except where the employee is requested to use his own car. In these cases, the employee shall be compensated at his normal rate of pay with all applicable fringes applying to these hours of work.

ARTICLE IV DRIVING PERSONAL VEHICLE

For Whitman County (zone pay for both journeyman and apprentices), travel and subsistence are included in the wage schedules on prevailing wage work. See Current Wage Schedules.

PREAMBLE: Travel within the forty (40) mile free zone is at the employee's expense whether traveling in a personal vehicle or company vehicle. When the employee travels outside the free zone, he shall generally receive travel time or mileage compensation as outlined within this Agreement or as set forth by IRS approved mileage rates and state travel pay guidelines.

SECTION 1: "FREE ZONE" AND SHOP DEFINITIONS: A radius of forty (40) miles around each dispatch point will be used to determine the "free zone" of travel and will be established as follows:

(a) City center of the city or town in which the Employer's shop is located: A radius of forty (40) miles will be utilized for each Employer to determine the free zone when an employee is required to report to a job site.

(b) City center or town of the employee's residence to the job site: A radius of forty (40) miles will be utilized for each employee to determine the free zone when an employee is required to report to a job site.

(c) The quickest route shall determine the free zone for (a) and (b) and, whichever is closer to the job site, city center of shop location or residence shall determine the center of the radius.

(d) Shop: An established shop shall be a permanent place of business of the Employer in a business location fronting a business street. A job site or temporary shop (industrial job site shops or temporary shops of any type) do not meet the intent of this Section.

(e) Employers not having a signed agreement with SMART Workers' Local 55 (out of town contractors) shall use the city center of the city or town of the employee's residence as the dispatch point.

SECTION 2: When working on job sites where parking is limited, the Contractor shall provide transportation from off job site parking to jobsite and from jobsite to off job site parking or they will pay for parking, a receipt from parking will be required for reimbursement from contractor.

SECTION 3: TRAVEL PAY – FIELD WORK

(a) Personal Vehicle: When required to work outside of the local shop's free zone area, or a free zone area prescribed for the dispatch point from which he was assigned, each employee shall receive IRS approved mileage for those miles traveled outside the 40 mile 'free zone'. There is no obligation to compensate any passengers within the vehicle. If company transportation is offered and available to an employee, and the employee elects to drive his own personal vehicle for any reason, the Employer does not have to pay personal auto IRS approved mileage allotment.

ARTICLE V **DRIVING COMPANY VEHICLE**

SECTION 1: Company Vehicle: Any employee driving a company vehicle loaded with fabricated materials to his home after his regular shift and to the job before the start of his regular shift shall receive travel time pay at a rate as outlined above in Article II. There is no obligation to pay the employees who are passengers in the vehicle. Any employee driving an unloaded company vehicle to his home after his regular shift and to the job before the start of his regular shift within the free zone for the mutual benefit of the employee and Employer shall not be entitled to travel pay.

SECTION 2: Travel pay for the Hanford Project (D.O.E.): Shall be paid as per the H.S.S.A. (Hanford Site Stabilization Agreement). All other work on the Hanford Site will be paid as per Travel Time and/or Mileage from Horn Rapids Road as per The Letter of Understanding dated April 30, 1981.

ARTICLE VI
SUBSISTENCE

For Whitman County (zone pay for both journeyman and apprentices), travel and subsistence are included in the wage schedules on prevailing wage work. See Current Wage Schedules.

Any employee sent out of town or working out of town for an Employer shall receive subsistence as follows:

SECTION 1: Subsistence will be paid per day worked, including Saturday and Sunday, based on working at the jobsite. If a day is worked at the jobsite, the employee will receive subsistence for the day worked and shall receive travel pay and mileage back to the shop as per the travel pay clause and the mileage clause of this Addendum. Subsistence shall be paid on a seven day week if travel is paid in and out only at the beginning and end of the job. If an Employer pays in and out weekly, then 4-10's or five day subsistence is acceptable. This is at the discretion of the Employer and not applicable if the employee is operating Employer's vehicle.

| | |
|--------------------|------------------------------------|
| NE WA/ N ID | eighty-five dollars (\$85) |
| SE WA/NE OR | 6/1/18: eighty-five dollars (\$85) |
| | 6/1/19: ninety dollars (\$90) |
| | 6/1/20: ninety five dollars (\$95) |
| | 6/1/21: ninety five dollars (\$95) |

Oregon zone pay:

For the period of 6/1/2019 thru 5/31/2022 Journeyman and apprentice workers working within Morrow, Umatilla, Union and Wallowa counties shall receive zone pay of \$20.00 per day worked on data centers & industrial projects of 30 days or longer in duration. Residential and Light Commercial projects are excluded from zone pay requirements.

SECTION 2: Four ten-hour shifts per week may be scheduled, jobsite conditions permitting.

SECTION 3: On holidays, the employee will receive either subsistence or travel pay as put forth in the travel pay clause.

SECTION 4: The Employer will furnish transportation and travel pay at the beginning and on termination of any employee's services, to and from a subsistence job. This transportation and travel pay to be figured from the dispatch point of the Employer involved. Employee shall not be entitled to return expenses if he voluntarily quits or is discharged for cause.

SECTION 5: Where distance allows (less than 125 miles) and the employee is not required to stay overnight, the Employer will provide travel pay in accordance with the travel clause.

SECTION 6: Subsistence and mileage to be equal for all journeymen and apprentices hired out of any one local Union for each job.

ARTICLE VII

NORTHWEST SHEET METAL WORKERS' HEALTH CARE AND PENSION FUNDS, SUPPLEMENTAL PENSION FUND AND NATIONAL PENSION FUND

SECTION 1: Health Care

(a) The Employer agrees to pay the amount scheduled for "Health and Welfare" in the wage charts, for all employees under the jurisdiction of the Union to the "Northwest Sheet Metal Workers' Welfare Fund", hereinafter referred to as the "Welfare Fund".

(b) Travel time, paid holidays and vacation time with pay, shall be considered worked for the purpose of determining such payment.

(c) The Welfare Fund shall be used exclusively to provide Welfare Benefits for eligible individuals and their dependents as set forth in the Northwest Sheet Metal Workers' Welfare Trust and Agreement.

(d) The Welfare Fund shall be administered jointly by an equal number of representatives of the Employers and the Unions.

(e) The Employer payments to the Welfare Fund shall be made monthly on the date and in a manner and form that shall be prescribed by the Trustees.

(f) The said Trust Agreement shall provide for annual audit reports of the income and expenditures of the Welfare Fund. The Trustees shall furnish to participating Employers and all eligible members, a schedule of benefits and description of the Welfare Plan.

(g) The Employer agrees to furnish the Trustees with a monthly report, requested not later than the fifteenth (15th) of the following month, containing the name, classification, social security number and the number of hours worked for each employee and such other information as may be required for proper and efficient administration of the Welfare Plan.

(h) The undersigned Employer hereby agrees to accept as Employer representatives on the Board of Trustees, the persons designated by the representatives of the Employers' Association that are signatory to the Collective Bargaining Agreement which requires Employer payments to the Northwest Sheet Metal Workers' Welfare Fund.

(i) Such representatives designated as Trustees must be bona fide Sheet Metal Contractors and shall, upon acceptance of the Trusteeship, together with their successors selected in the manner provided for in such Trust Agreement, represent the undersigned Employer and other Employers in the administration of the Welfare Trust Fund.

SECTION 2: Pension Plans

(a) The Employer agrees to pay the amount scheduled for “Northwest Pension” in the wage chart, into the Northwest Sheet Metal Workers’ Pension Fund. Monthly contributions for the Pension will be made to the Administrative Office of the Northwest Sheet Metal Workers’ Welfare Plan; this money to be deposited in a separate account. Formulation and execution of the Trust Agreement will be the sole responsibility of the Board of Trustees. The Trustees will consist of four (4) members from participating Local Unions and four (4) members from participating Employers.

(b) The Employer agrees, commencing with the 1st day of January, 1973, and for duration of the current Collective Bargaining Agreement between the said parties, and any renewals or extensions thereof, to make payments to the Sheet Metal Workers’ National Pension Fund for each employee covered by the said Collective Bargaining Agreement according to the Participation Agreement.

(c) The Parties to this Agreement have adopted the NPF’s Default Schedule as in effect when the Collective Bargaining Agreement is entered into and as the Default Schedule Option is amended from time to time. The Employer will contribute to the Sheet Metal Worker’s National Pension Fund at the hourly Contribution Rates set forth in this Agreement, and in accordance with the Default Schedule Option and the NPF’s Trust Document. The Default Schedule and the NPF Trust Document, as the documents are amended, are incorporated into this Agreement. It is requested the Employer pay its required monthly NBF contributions no later than the 15th day of the month, after the month in which Covered Employment was performed. The Employer shall transmit contributions and remittance data electronically via the National Benefit Funds’ secure online Internet Payment System, accessible at www.smwnbf.org.

(d) The Employer agrees to pay the amount scheduled in wage charts, for Northwest Sheet Metal Workers’ Supplemental Plan. The Employer agrees to furnish the Trustees with a monthly report, requested not later than the fifteenth (15th) of the following month, containing the name, classification, social security number and number of hours worked for each employee and such other information as may be required for proper and efficient administration of the Plan. Formulation and execution of the Trust Agreements will be the sole responsibility of the Board of Trustees.

ARTICLE VIII **COLLECTION PROCEDURES FOR ALL FRINGE BENEFITS AND INDUSTRY FUND**

SECTION 1: Trust Contributions and Working Dues Checkoff

(a) Health and Welfare, National Pension, Northwest Pension, Northwest Supplemental Plan, SMOHI, Employer Promotion Fund, Local Training, Organizational Trust Fund, National Training Trust Fund, and Vacation.

The Employer bound by this Agreement hereby adopts and authorizes all lawful acts of the Trustees referred to in this Article and agrees to be bound by the terms of the individual Trust instruments.

(b) Payment of monies due under this Article is requested to be made before or by the fifteenth (15th) day of each following month in which the liability occurred. It is recognized that the computations of damages resulting from late payments or failure to make payments is difficult, if not impossible. Accordingly, it is agreed that in the event of a late payment, or failure to make payments, the defaulting Employer shall be liable for liquidated damages, not less than ten percent (10%) of the amount found to be due and owing, as the Local Joint Adjustment Board or the Court, as it may apply, may judge reasonable. In the event that the local Union or Trust involved employs legal counsel, the defaulting Employer shall also be liable for reasonable attorney's fees and actual costs of collection incurred.

(c) Any Local Union and each of the Trusts, or any of them, shall be authorized to conduct such audits, as they deem necessary or appropriate, for the purpose of insuring compliance with the wage and fringe benefit provisions of this Agreement. Should such an audit reveal that the Employer has underpaid wages or fringe benefit payments by ten percent (10%) in any month covered by the audit, the Employer shall pay the cost of the audit. Should such CPA firm conclude that the Employer's business records are inadequate to determine compliance with this Agreement, it shall be conclusively presumed that each employee of such Employer was engaged in Sheet Metal Work for forty (40) hours in each week in which such employee performed any sheet metal work for such Employer. In such event, wages due and fringe benefit contributions due the Trusts, shall be computed according to the terms of this Agreement, based upon a forty (40) hour week.

(d) There shall not be any doubling up on fringe benefit contributions.

(e) Effective June 1, 1992, the Employer shall withhold the equivalent of 1.5% of Building Trades Journeymen, Foremen, and General Foremen total package from the hourly rate of pay. The 1.5% or, in the future any amount that may be determined by the Local Union, is to be paid in accordance with the requirements for the Trust contributions and is to be reported on the Sheet Metal Workers' Uniform Fringe Benefit Remittance Report.

SECTION 2: DELINQUENT PAYMENTS:

When an Employer is delinquent in paying Vacation, Health and Welfare, Northwest Pension, National Pension, SMOHIT, Northwest Supplemental Plan, Industry Fund, Organizational Trust Fund, and Training Funds contributions as required, it is agreed that the Union may take such action as appears to the Union to be appropriate to effectuate collections but the Union is not legally obligated to take any particular action including, but in no way limited to the following:

(a) The Union may withdraw the services of the employees subject to this Agreement, and if done, the Employer agrees to pay the employees whose services have been withdrawn the full amount of all wages for time actually lost as a result of such action.

(b) The Union may refuse to refer prospective employees to such defaulting Employer.

(c) In the event any person subject to this Agreement has a claim for benefits under the Health and Welfare Plan refused, as a result of an Employer's delinquency of payments, such Employer shall be liable for the amount equal to the said claim plus such sums as the Local Joint Adjustment Board, or the court, as it may apply, may judge reasonable for collection.

ARTICLE IX
WELDERS – WELDERS REGISTRATION FEE

The employee will be paid for the first welding test. Should they fail, they shall take additional tests on their own time.

ARTICLE X
LOCAL JOINT ADJUSTMENT BOARD

The Joint Adjustment Board is to be made up of members of the negotiating committee for the duration of this Agreement. The parties shall bear their own separate expenses, but all joint expenses, including the expenses of the impartial chairman, shall be borne equally by the Employers and the Union.

ARTICLE XI
HIRING PROCEDURES

1. SMART Workers' International Association Local Union No.55, hereinafter called the Union, agrees to maintain a hiring hall and to solicit qualified workers, both union and non-union, to fill necessary requisitions for workers and to keep records of such workers.
2. Each Firm signatory to this Addendum, hereinafter called the Employer, agrees to use the service of such hiring hall and will call upon the Union to furnish all the qualified workers they may require to do work specified in the "Scope of Agreement" subject to the following terms and conditions.
3. Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on or in any way affected by Union membership, by-laws, rules, regulations, constitutional provisions or any other aspect or obligations of Union membership, policies or requirements.
4. The Employer may reject any job applicant referred by the Union, provided the job applicant has worked for the Employer previously. Any applicant who has not had contributions of 1000 hours in the jurisdiction of Local 55 made on their Northwest Sheet Metal Workers' Health Care Plan will not be dispatched from the list of order until they have been on the list six consecutive months.
5. The Union agrees that it will not discriminate against non-union workers in selecting job applicants referred to the Union.
6. The Union and the Employer agree to post in places where notices to employees and applicants for employment are customarily posted, all provisions relating to the function of these hiring agreements.

7. The Union will keep a current list of unemployed workers and will remove the names of workmen who become employed and add names of workers who report to the Union that they are unemployed.
8. A person may refuse one non-subsistence job, within 50 miles by the most commonly used route from the hiring hall, before going to the bottom of the out-of-work list on which the member is registered.
9. Members names will be removed from the out-of-work list, after ten (10) days of employment.
10. At the request of the Employer, the Union will refer workers to the Employer for employment with due regard to their qualifications, to their position on the unemployment list and to their point of dispatch as determined in accordance with the Travel Pay Clause of this Agreement, which shall be the city center of the city or town in which the Employer's shop is located or the city center of the city or town of the employee's residence, whichever is closer to the job site. City center of the employee's residence shall be determined by the residence (mailing address) of the employee at the time the job is bid or negotiated.
11. Indenturing apprentices and placing apprentices in employment shall be within the duties of the Sheet Metal Workers' JATC and shall in no way be affected by this Addendum.
12. The Employer may request by name any journeyman, apprentice, or material handler on the out-of-work list subject to all other provisions of this Addendum.
13. Any prospective worker shall be placed by the Union on the unemployed list if and when he shows conclusive proof of six years experience in building and construction sheet metal work and their placement or advancement on the unemployed list shall not be in any way affected by Union membership or non-membership.
14. Transferees with less than five-year cards, who have not served an apprenticeship, and applicants, will pass a test before being accepted by Local No. 55.
15. Dispatch slips for employees will contain all pertinent information, regarding name, address, social security number, Employer and person requesting an employee, all wages and fringes, job or shop locations, etc. Dispatch slips will be furnished to Employer to be distributed as indicated on each.
16. Termination slips (attached to dispatch slip) must be returned to Local Union Hiring Hall, with reason for termination and comments noted as necessary.
17. In the event the Union is unable to supply qualified workers to fill the requests of the Employer, the Employer may, after forty-eight (48) hours procure workers from other sources; provided that the Union remains actively involved in worker placement until the position is filled, and provided, that in such cases, the Employer shall, within forty-eight

(48) hours furnish the Union in writing, the name, social security number, and date of hire of such employee. The forty-eight (48) hours herein mentioned shall be exclusive of Saturdays, Sundays and recognized holidays.

18. Each of the employees covered by this Agreement shall, as a condition of employment, be a member or shall apply for membership in the Union not later than the eighth (8th) day of his employment or the eighth (8th) day following the effective date of this Agreement, whichever is the later, and each aforementioned employee will, as a condition of continued employment, remain a member of the Union, in good standing, to the extent authorized by the Labor-Management Relations Act of 1947. The eight (8) days herein mentioned shall be continuous or accumulative employment for one or more Employers within the bargaining unit.

19. The Union shall notify the Employer by letter if an employee covered by this Agreement has not complied with, or is not in compliance with, Paragraph 18 of this Addendum, and the Employer shall discharge or otherwise cause the termination of employment of such employee within twenty-four (24) hours of receipt of such letter.

20. If the Union provides the Employer with a certified letter in writing requesting the discharge of an employee under Paragraph 19 above, and such letter makes it clear that the employee whose discharge is requested, was offered membership on the same terms and conditions generally applicable to other members and that the discharge of the employee involved is made because he has either failed to pay or tender to the Union either the regular periodic dues and/or initiation fee uniformly required for acquiring or retaining membership in the Union. If the Employer fails to discharge the employee by the close of the employee's day's work on the day following the day on which the letter from the Union is received, then the Employer shall be liable to the Union for the loss of any regular periodic dues and initiation fees that occur to it on account of this employee and his employment, as well as any expenses necessary for the enforcement of such provision.

21. Stand-by: Stand-by shall be limited to five (5) working days. After five (5) working days the Employer agrees the employee will be terminated, at which time the employee will sign the out-of-work list.

22. Any employee laid off by an Employer, for the purpose of changing dispatch points, cannot be re-dispatched to that Employer for a minimum of ten (10) working days when changing dispatch location.

23. There shall be created a Board of Appeals under the subject to the following:

(a) Members of the Board of Appeals will be the same as the Joint Adjustment Board.

(b) The Board Members representing the Employers will vote as a unit and the Board Members representing the Union will vote as a unit. One member from each will constitute a quorum.

(c) The Chairman will be from the Employer members; the Secretary will be from the Union members of the Appeal Board.

(d) If the Board is in dispute at the close of the first meeting, the Board shall then select an impartial chairman to hear that particular matter.

(e) In the event the Board cannot mutually agree upon an impartial Chairman, within fifteen (15) days (Saturday, Sunday and holidays excluded), they shall then ask the Federal Mediation Service to designate a Panel of five (5) names. Each side, first the side from whom the decision has been appealed, shall alternately strike a name, and the last name remaining shall be the Chairman for that case.

(f) The parties shall bear their own separate expenses, but all joint expenses, including the expenses of the impartial Chairman, shall be borne equally by the Employer and the Union.

24. Any workman, union or non-union, shall have the right to appeal to the Board of Appeals from the decision of any parties to this Hiring Procedures Article, and all parties to this Addendum shall furnish to such workmen, upon request, the necessary information so that he may make such appeal. All appeals shall be in writing and mailed registered/certified letter and shall be heard within fifteen (15) calendar days of receipt of such appeal.

ARTICLE XII **EMPLOYEE TERMINATION**

The Employer is to give twenty-four (24) hour notice to the Business Agent of any reduction of force. The employees are to give twenty-four (24) hour notice when quitting.

ARTICLE XIII **REGIONAL CONTRACT RENEWAL MEDIATION/ARBITRATION**

Purpose:

It is agreed that it is in the best interest of Labor, Management, and the Sheet Metal Industry, when contract negotiations are settled by the parties signatory to this Agreement, that periodically mediation and/or arbitration are needed to settle certain articles and sections of the collective bargaining agreement. Regionally located Sheet Metal Industry mediators/arbitrators panelists serve the parties well because they are familiar with the area conditions and markets. Therefore, the following provisions shall apply to this Agreement.

Mediation and Arbitration provisions:

1. Any controversy or dispute arising out of the failure of the parties to negotiate a renewal of this Agreement shall be settled as hereinafter provided.
2. Should the negotiations for a renewal of this Agreement or negotiations regarding a wage/fringe re-opener become deadlocked in the opinion of the Union representative(s) or of the Employer(s) representative(s), or both, the parties' shall request Local

Mediator/Arbitrators. It is further understood that the request for services of Local Mediator/Arbitrators must be made timely enough to not interfere with the timely provisions of Article X Section 8. Nothing in this Agreement shall prevent the parties from continuing the negotiations process after the request for Local Mediator/Arbitrators has been made.

3. The Union representative and the Employer representative shall each select an individual to serve as a Local Mediator/ Arbitrators to hear the dispute in the local area. Such individual shall function as Local Mediator/Arbitrators and are authorized to resolve all or part of the issues. The decision of the Local Mediator/Arbitrators shall be final and binding on the parties.

4. Selection of the Local Mediator/Arbitrators shall be as follows:

(a) The Union and the Employer shall each select one (1) sheet metal or industry representative to serve as their representative or Local Mediator/Arbitrators. The Union and the Employer shall each independently be responsible for the total expense of their selected representative.

(b) No representative may be selected that is legally connected to the terms and conditions of the collective bargaining agreement being renegotiated, (Example) Ownership or supervision of a company signatory to the agreement being renegotiated, or person currently working under the terms and conditions of the agreement being renegotiated. Within seven (7) days the Local Mediators/Arbitrators shall be selected. The selected Local Mediators/Arbitrators shall within seven (7) days select a meeting location and times that the issues will be heard. The seven (7) day time frame may be extended by mutual agreement of the Local Mediators/Arbitrators.

5. At the beginning of the hearing the Union and the Employer shall each present their positions on the unresolved issues before the Local Mediators/Arbitrators with all affected parties present. After the Local Mediators/Arbitrators are satisfied that they understand the unresolved issues and the positions of the Union and the Employer the Local Mediators/Arbitrators shall both or individually meet separately with the Union and the Employer to attempt to mediate the unresolved issues.

6. Should the Local Mediators/Arbitrators be unable to mediate a settlement between the parties the Local Mediators/Arbitrators shall meet in executive session and act as arbitrators and shall attempt to settle all or part of the issues before them. The decision of the Local Mediators/Arbitrators shall be reduced to writing and delivered to the parties not more than seven (7) days following the hearing.

7. Should the Local Mediators/Arbitrators become deadlocked on any or all of the issues submitted by the parties, and after the parties are notified in writing, the Union, Employer, and/or the Employer Association, agree to request of their respective Co-chairman of the NJAB with consideration of the above stated purpose that subcommittee panelist be sent into the area to address the unresolved issues before the matter is sent to the full NJAB.

8. It is the intent of both parties that utilization of the NJAB will be the final step in the contract adjudication process.

It is further agreed that this Regional Contract Renewal provision will not affect the provisions contained in Article X Section 8 and they shall remain in full affect within this Agreement.

ARTICLE XIV
SHIFT WORK

Shift work will be permissible on a two (2) or three (3) shift basis when established and scheduled to work for a period of ten (10) consecutive work days. No employee shall lose any time due to change in shift.

SECTION 1: First Shift

The regular working day shall consist of eight (8) hours labor in the shop or on a job between six (6:00) AM and four-thirty (4:30) PM, and the regular working week shall consist of five (5) consecutive eight (8) hour days labor in the shop or on the job, beginning with Monday and ending with Friday of each week. The hours specified herein shall be recognized as regular time and be paid for at the regular hourly rates specified in this Agreement or Addendum.

SECTION 2: Second Shift

The second shift shall be eight (8) hours of continuous employment, except for the lunch period, and shall be paid at eight (8) hours at the straight time hourly wage rate in effect, plus One Dollar (\$1.00) per hour. The second shift shall follow the first shift, Monday through Friday. Pay day for second shift shall be by the end of the shift on Thursday night.

SECTION 3: Third Shift

The third shift shall be of eight (8) hours continuous employment, except for the lunch period and shall be paid at eight (8) hours at the straight time hourly wage rate, plus two dollars and fifty cents (\$2.50) per hour. The third shift shall follow the second shift Tuesday through Saturday morning. Pay day for third shift will be by the end of the shift on Friday morning.

SECTION 4: Overtime

The first four (4) hours of overtime worked after the regular work day, Monday through Friday, shall be paid at one and one-half (1 ½) times the regular rate of pay for both shop and field work. All other work performed outside the regular working hours and performed during the regular work week to be paid at two (2) times the regular rate of pay. The first twelve (12) hours worked on Saturday shall be paid at one and one-half (1 ½) times the regular rate of pay for both shop and field. Double time shall be paid after twelve (12) hours on Saturdays, and on Sundays and holidays.

ARTICLE XV
FOREMAN / GENERAL FOREMAN

SECTION 1: Foreman (Journeyman Scale plus 10%)

It is the intent of both parties to this Agreement that the term “foreman” shall mean any journeyman employee of an Employer, signatory to this Agreement, who is designated by

such Employer to supervise the activities of other journeymen sheet metal workers. On any outside job of over four (4) days duration, where four (4) employees or more are regularly employed, one of the four employees must be a foreman and receive foreman rate of pay. A Foreman shall not supervise a crew in excess of ten (10) including the Foreman, i.e., two (2) Foremen for a crew of eleven (11) to twenty (20), three (3) Foremen for a crew of twenty-one (21) to thirty (30), etc. Where a shop has a regular foreman or general foreman, he/she cannot be counted as foreman unless he/she works full time on the particular job. Nothing in this Section shall prohibit an Employer from delegating authority and designating a foreman when a job has less than five (5) employees.

SECTION 2: General Foreman (Journeyman scale plus 20%)

Supervision of work in the shop or on the job shall be at the discretion of the Employer. Where the Employer requests, or designates, a member of the Union as supervisor over two (2) or more foremen in the shop or on the job, he/she shall be classified as general foreman and shall receive a minimum of twenty percent (20%) above the journeyman hourly rate.

ARTICLE XVI
MATERIAL HANDLERS

SECTION 1: The Employer will be allowed to hire a Material Handler after the first journeyman is employed and will be allowed a second Material Handler after the fourth (4th) journeyman and/or apprentice is employed. There shall be no limit on the number of Material Handlers employed. Management is responsible for the recruitment of Material Handlers. It is recommended that the Employer notify the Union of the first day of employment of Material Handlers.

SE WA / NE OR ONLY:

After the first two (2) Material Handlers are employed, the ratio will be one additional Material Handler for every five (5) journeymen and/or apprentices employed. The day shift rate reflects current Washington State Minimum Wage. The Employer should pay the correct minimum wage of the state work is performed in.

NE WA / N ID ONLY:

After the first two (2) Material Handlers are employed, the ratio will be one additional Material Handler for every four (4) journeymen and/or apprentices employed. Wage rate will be set at 40% of BT Journeyman rate.

SECTION 2: The Employer will be allowed a thirty (30) day period, at the end of which the employee will be required to make application for union membership with SMART Workers' International Association, Local Union No. 55. Back payment of fringe benefits will be required commencing on the first day of employment following successful completion of the 30 day probationary period.

SECTION 3: The Material Handler will not be allowed to work with any tools used of the trade except as listed below:

The scope of work to include the following:

- A. Driving of a company vehicle
- B. Shop clean-up
- C. Picking up and storing and delivery of raw materials and equipment
- D. Use of spray painting equipment
- E. Delivering product and material to customer or job site
- F. Sound lining
- G. Sealing of duct in shop
- H. (changed by NJAB 6/1/03) Operation of press brake and shear not to include setup
- I. Stocking of material at the job site
- J. Material removal
- K. Fabrication of S and Drive cleats and fabrication and installation of Duct Mate Flanges on duct work

SE WA / NE OR ONLY:

- A. Assist in service work at the Employer's discretion, under the direct supervision of a journeyman service person
- B. Demolition

NE WA / N ID ONLY:

- A. Putting together pre-fabricated duct fittings
- B. Load and operate burn table
- C. Grind and polish Stainless Steel kitchen fabrication
- D. Caulking

ARTICLE XVII
SHOP STEWARD

No member of the Union will remain on any job where the following rules do not apply:

SECTION 1: (a) The Union Business Agent shall appoint one or more Stewards to cover the Employer's operation and notify the Employer in writing of such appointment.

(b) In no case shall a Steward suffer discrimination because of the performance of his Union duties.

(c) The Steward shall be allowed a reasonable amount of time when necessary to perform the following duties:

(1) Handle grievances on the job or in the shop in accordance with the area Agreement in effect, and to report all such grievances to the Union.

(2) Check safety, cleanliness, sanitation, heat, lighting, etc., regularly and report any unsafe or unclean conditions to the Employer and to the Union.

(3) Check all new employees and request the Steward's copy of the referral slip

(4) Handle the personal belongings and supervise the immediate care and disposition of a sick or injured employee.

(5) Be responsible for policing the jurisdiction of the Sheet Metal Industry in all shops and on all jobs.

(d) With the exception of the General Foreman and/or Foreman, the Employer agrees that the Shop Steward will be the last journeyman on the project (shop or job) provided

the ability and efficiency of the Steward and other employees is equal. If a problem arises regarding ability and efficiency of the above-mentioned employees, it will be resolved by the Employer.

(e) Where more than one (1) person works overtime at the shop or job site and there has been a steward appointed, the steward shall be given the opportunity to work, if qualified.

(f) When a steward is terminated, unless such termination is for just cause, the steward and the Union shall be given two (2) working days' notice prior to termination.

SE WA / NE OR ONLY:

(g) The Shop Steward shall be a working journeyman and shall not perform any supervisory duties unless authorized by the Union representative.

ARTICLE XVIII
MISCELLANEOUS

SECTION 1: Vacation and P.A.L.

SE WA / NE OR ONLY:

(a) Journeymen, Foremen, General Foremen

Two cents (\$.02) per hour will be withheld and designated to P.A.L. via NWDC. Effective June 1, 1997, the employee, after necessary taxes are deducted, shall have the option of having vacation monies of one dollar (\$1.00) for each hour worked put in the credit union, left on the check, or self-contributed into the existing 401(K) Plan. Changes related to the above-mentioned contribution options will be limited to two (2) times per year and will correspond with the 401(K) open periods (March 1 and September 1 of each year).

(b) Apprentices

Two cents (\$.02) per hour will be withheld and designated to P.A.L. via NWDC. Effective June 1, 1997, the employee, after necessary taxes are deducted, shall have the option of having vacation monies of fifty cents (\$0.50) for each hour worked put in the credit union, left on the check, or self-contributed into the existing 401(K) Plan. Changes related to the above-mentioned contribution options will be limited to two (2) times per year and will correspond with the 401(K) open periods, (March 1 and September 1 of each year).

(c) Probationary apprentices

(1st year) are not subject to the fifty cents (\$0.50) per hour vacation deduction while in their probationary period. He/she may, however, voluntarily request the Employer to deduct the fifty cents (\$0.50) per hour as prescribed above.

NE WA / N ID ONLY:

(a) Journeyman, Foreman, General Foreman and Apprentices

Each person who is employed one thousand nine hundred (1,900) hours during the fiscal year May 1 through April 30 will be required to take two (2) weeks' vacation. Vacations shall be taken during the months of May, June, and July, or by mutual agreement between the Employer and the employee, the employee may take his/her vacation at some other time of the year. A notice may be required by the Employer.

SECTION 2: Lunch Period

The unpaid lunch period shall be one half (1/2) hour in duration and taken during the hours of 11:00 a.m. and 1:00 p.m. at the option of the Employer. Should more than twelve (12) hours be worked in succession, another one half (1/2) hour unpaid meal period shall be taken. When an employee is directed by the Employer, or the Employer's representative to work during the first lunch period, the employee will be paid at the rate of one and one-half (1 ½) times the regular rate of pay. When an employee is directed by the Employer, or the Employer's representative, to work during the second meal period, the employee will be paid at the rate of two (2) times the regular rate of pay.

SECTION 3: Mask Pay

When a member of the Union performs work where it is necessary for him/her to wear a chemically activated type face mask they shall receive one dollar (\$1.00) per hour above his/her regular rate of pay. One dollar (\$1.00) per hour above the regular rate of pay will also be paid to those employees required to wear fresh air masks when doing nuclear related work. When a member of the Union performs work where it is necessary for them to wear a respirator by OSHA or WISHA standards, the Employer shall furnish the proper respirator.

SECTION 4: High Pay

This Section excludes snorkel lifts, scissors lifts and buckets on boom trucks. When a member of the Union performs work on a swinging stage, swinging scaffold or boson chair in excess of thirty (30) feet above the ground they shall receive:

SE WA / NE OR ONLY: forty-five cents (\$0.45) per hour above their regular rate of pay.

NE WA / N ID ONLY: one dollar (\$1.00) per hour above their regular rate of pay.

SECTION 5: Early Start

By agreement between the Employer and the Union, an employee may begin work at an earlier hour to accommodate special circumstances. This early start time will remain in effect only as long as the circumstances that warranted the change exists. An early start will not change the length of the shift. No extra compensation will be paid for an earlier starting time and the employee must get approval from the Union. Also ten (10) hour shifts will be considered to accommodate special circumstances at the straight time rate on work performed Monday through Friday.

SECTION 6: Dry Shack

A construction shack shall be provided in the event that the job is longer than thirty (30) consecutive days, and that there are no other facilities available, and that there is sufficient room or location available, and that there are three (3) or more workers working on the job. These shacks are to have a minimum of one hundred (100) square feet each. Adequate tables and benches are required for eating lunch, and facilities will be heated and ventilated when possible. These facilities may be moved to another job site if they are not being used, even though the above requirements have been met and still exist.

SECTION 7: Sick Pay

It is hereby agreed to by the bargaining parties that the requirements of any current and/or future sick and/or safe leave ordinance, regulation or law, regarding minimum standards for paid sick and/or paid safe time off, are expressly waived by the parties to this Agreement. This provision is intended to be applicable where any such specific ordinance, regulation and/or law allows for an express waiver between the bargaining parties. Furthermore, this provision is extended to all employees covered in this Agreement, including all subparts to this Agreement. The bargaining parties will execute and deliver, or cause to be executed and delivered, to each other such additional documents reflecting the foregoing waiver as any bargaining party may reasonably request from time to time to effect or evidence the waiver described in this Section.

Sections 8 through 11 of this Article pertain to SE WA / NE OR ONLY:

SECTION 8: The Employer signatory to this Agreement will not employ plumbers, fitters, electricians, or any other tradesman for less than the prevailing union wages and conditions established for the area covered by this Agreement.

SECTION 9: When reporting for work where there is a picket on the job site, workmen will be allowed a reasonable amount of time (not to exceed thirty (30) minutes) to ascertain the reason/duration for the dispute.

SECTION 10: If the Employer requires Quality Control Inspectors for work covered under Article I of the Standard Form of Union Agreement it will be required to employ members of Local No.55 as stipulated in the Quality Control Agreement entered into between the Inland Northwest SMACNA and SMART Workers' International Association Local No. 55.

SECTION 11: The Union will take whatever steps necessary, including additional flexible conditions on particular jobs sometimes known as "pinpointing", to ensure that such work described under Resolution 78 will be captured for our members and the signatory contractors.

ARTICLE XIX **QUALIFICATION OF CONTRACTORS**

SECTION 1: In order to become signatory to the SE WA / NE OR and NE WA / N ID Area Agreements, a contractor must qualify in the following respects:

- (a) He/She must have an established place of business open to the public, containing a set of sheet metal tools necessary to do the line of work as listed in Article 1 and have a listed phone number for business, plus have all the necessary licenses, to conduct such a business.
- (b) He/She must be financially responsible to handle payroll, vacation pay, and fringe benefits (Welfare, Pension, Subsistence, etc.) payments.
- (c) He/She must employ at least one (1) journeyman sheet metal worker steadily.

ARTICLE XX
UNIONS RIGHT TO REFUSE WORKERS

SECTION 1: Sheet Metal Contractors are to recognize the Union's right to refuse to staff any job where the General Contractor, Mechanical Contractor, Sheet Metal Contractor or any other contractor is in violation of the "Procedural Rules of the Impartial Jurisdiction Disputes Board."

SECTION 2: The Union is to refuse to furnish men to General Contractors, or others, who are not signatory to this Agreement, excepting where special circumstances, agreed upon by the Employer, makes necessary the furnishing of employees to protect the Union's jurisdiction.

ARTICLE XXI
TYPES AND SCOPE OF WORK

It shall not be a violation of this Agreement and it shall not be cause for discharge or discipline for any employee covered by this Agreement to refuse to work on any job where the Employer has failed to bid for and obtain all of the work normally associated with this contract. For the purpose of this paragraph, four (4) types of contractors are recognized: General, Mechanical, Heating, and Specialty.

SECTION 1: General Shop

Installation and service of all Architectural Sheet Metal, Roofing Sheet Metal, Coping Fascia, Gravel Stop, Gutters and Downspouts, Skylights, Louvers, Dust and Material Handling Systems, Metal Stacks, Ventilation and Exhaust Systems, Metal Sunshades, Kitchen Equipment, Hoods, Fume and Exhaust, Evaporative Coolers, Metal Roof Decking and Siding.

SECTION 2: Mechanical

Installation and service of Heating, Air Conditioning and Air Handling Equipment, Duct Systems, Ventilation and Exhaust Duct Systems, Grills, Registers, Louvers, Diffusers, Single and Double Wall Vents, Convector Covers and Backing, Supply and Exhaust Fans and Evaporative Coolers.

SECTION 3: Heating

Installation and service of Heating, Air Conditioning and Air Handling Systems, Supply and Exhaust Fans, Duct Systems, Grills, Register, Diffusers, Louvers, Single and Double Wall Vents, Residential Gas and Oil Piping, Residential Gas and Space Heaters and Air Conditioning, Evaporative Coolers, Kitchen Hoods and Fans and Ducts, Bathroom Fans and Ducts.

SECTION 4: Specialty

Installation and service of Lockers, Toilet Partitions, Metal Shelving, Metal Shower Stalls and Metal Pan Ceilings.

ARTICLE XXII
WAGE EQUALIZATION

SECTION 1: Any Employer who furnishes material to be installed within the jurisdiction of SMART Workers' Local Union No. 55, and such material is fabricated outside the jurisdiction of SMART Workers' Local Union No. 55, shall furnish, upon request of the Local Union, a certified copy, each week, of hours worked, wages and all contractual benefits paid to foremen, journeymen, apprentices or others who fabricate such material.

SECTION 2: In the event the Employer does not comply with the request of the Local Union within five (5) days of such a request, the Union may withdraw the services of the employees subject to this Agreement; and, if done, the Employer agrees to pay the employees whose services have been withdrawn, the full amount of all wages for time actually lost as a result of such action.

SECTION 3: No Employer will subcontract work for less than the prevailing wages and conditions as specified under the Davis-Bacon Act.

ARTICLE XXIII
FAVORED NATIONS

SECTION 1: Any Agreement reached with any Employer at rates or working conditions higher than those finally reached with the Association will be binding on the Employer throughout the duration of this Agreement.

SECTION 2: If more favorable (different) conditions are granted by SMART Workers' International Association Local 55 to any Employer in the jurisdictional area of the Agreement, all Employers will have the right to adopt the same, as an amendment to this Agreement, effective at once.

ARTICLE XXIV
INTEGRITY CLAUSE

SECTION 1: A "bad-faith Employer", for purposes of this Agreement, is an Employer that itself, or through a person or persons subject to an owners control, has ownership interests (other than a non-controlling interest in a corporation whose stock is publicly traded) in any business entity that engages in work within the scope of SFUA Article I, herein above, using employees whose wage package, hours, and working conditions are inferior to those prescribed in the agreement of the sister local Union affiliated with SMART Workers' International Association, AFL-CIO in that area. An Employer is also a "bad-faith employer" when it is owned by another business entity, as its direct subsidiary or as a subsidiary of any other subsidiary within the corporate structure thereof, through a parent-subsidiary within the corporate structure thereof, through a parent-subsidiary and/or holding company relationship, and any other business entity within such corporate structure is engaging in work within the scope of SFUA Article I, herein above, using employees whose wage package, hours, and working conditions are inferior to those prescribed in the agreement of the sister local union affiliated with SMART Workers' International Association, AFL-CIO in that area.

SECTION 2: Any Employer signing this Agreement or is covered thereby by virtue of being a member of a multi-employer bargaining unit expressly represents to the Union that it is not a “bad-faith Employer” as such term is defined in Section 1 hereinabove and, further, agrees to advise the Union promptly if at any time during the life of this Agreement said Employer changes its mode of operation and becomes a “bad-faith Employer.” Failure to give timely notice of being or becoming a “bad-faith Employer” shall be viewed as fraudulent conduct on the part of such Employer. In the event any Employer signatory to or bound by this Agreement shall be guilty of fraudulent conduct as defined above, such Employer shall be liable to the Union for liquidated damages at the rate of Five Hundred Dollars (\$500.00) per calendar day from the date of failure to notify the Union until the date on which the Employer gives notice to the Union. The claim for liquidated damages shall be processed as a grievance in accordance with, and within the time limits prescribed by, the provisions of SFUA Article X.

SECTION 3: Whenever the Union becomes aware that an Employer has been or is a “bad-faith Employer”, it shall be entitled, notwithstanding any other provision of this Agreement, to demand that the Agreement between it and such “bad-faith Employer” be rescinded. A claim for rescission shall be processed by the Union as a contract grievance in accordance with, and within the time limits prescribed under, the provisions of Article X of this Agreement.

ARTICLE XXV **DRUG TESTING**

SECTION 1: Both parties are committed to protecting the safety, health and well-being of Union members and all people who come into contact with workplaces and property including offices, shops and job sites. The purpose of this program is to maintain workplaces that are free of drug and alcohol abuse. The use of drugs which are lawfully obtained and properly used shall be permitted provided their use does not interfere with proper and safe job performance.

SECTION 2: To support this commitment, both parties agree to the following alcohol and drug testing program:

(a) Job Required

It is agreed that if an Employer is required to comply with a testing program in order to qualify as a bidder or perform work on a project, the requirements of that program will apply to employees on that project. It is understood that on any project where drug testing is required, all job applicants, employees and representatives of the company (including owners) working at that job site, all subcontractors of the company and their employees at that job site and any representatives of Local 55 conducting business at the job site shall be tested.

(b) Pre-Employment

It is agreed that a job applicant shall be tested as soon as practical after a conditional offer of employment. A potential employee’s refusal to submit to a drug test for any reason or a verified positive test may be used as a basis for not hiring an applicant. Pre-employment

testing requirements are applicable to “New Industry Employees” only and do not apply to anyone who is a member of SMART Workers’ International Association.

(c) Accident or Incident

It is agreed that persons involved in a work related accident or incident that results in property or equipment damage or injury requiring treatment defined as recordable by OSHA/WISHA Regulation may be required to submit to a test.

(d) Probable Cause

It is agreed that a person may be tested for probable cause in situations based on objective evidence about the employee’s conduct in the workplace that would cause a reasonable person to believe that the employee is demonstrating signs of impairment due to alcohol or drugs. Being involved in an incident may be sufficient to establish probable cause. Those to be tested in the event of an accident or incident shall be by mutual agreement of the foreman on the project and a management representative responsible for the project. Examples of objective evidence include when an employee shows signs of impairment such as difficulty in maintaining balance, slurred speech, erratic or atypical behavior or otherwise appears unable to perform his/her job in a safe manner. Those to be tested in a probable cause situation shall be determined by observation of two (2) individuals, one of whom must be a Union member that actually observed the employee’s behavior.

SECTION 3: For all tests required under this program:

(a) Costs for tests shall be paid by the SNAP Trust including the pre-employment screening,

(b) Employee’s compensation for the SNAP drug test is included in the wage portion of the wage and fringe package.

(c) Any employee who tests positive will be provided with information regarding the Northwest Sheet Metal Workers Health Care Employee Assistance Program – E.A.P.

(d) Reasonable efforts will be made by the Employer to acquire and provide to the employee test results that are positive, when requested by the employee.

(e) All facilities used for testing must have laboratories that are approved either by the substance abuse and mental health administration or the College of American Pathologists under the Forensic Urine Drug Testing Program (FUDT). Specimen collection and substance abuse testing under this Agreement shall be performed in accordance with regulations and procedures approved by the United States Department of Transportation Regulations for alcohol and drug testing.

ADDENDUM #2

SERVICE ADDENDUM TO THE STANDARD FORM OF UNION AGREEMENT

This Addendum amends the SFUA only to the extent specifically stated and all other Articles, Sections and Addenda shall remain in full force and effect without modification or exceptions. No journeyman sheet metal worker or apprentice, presently on the Employer's payroll, at the time of signing of this Addendum shall suffer any reduction of pay or loss of any fringe benefit or any other monetary compensation of benefits as a result of the signing of the Addendum, unless mutually agreed to by the Employer and Union and nothing shall preclude the payment of a higher rate at the discretion of the Employer.

ARTICLE I **SERVICE DEFINED**

SECTION 1: Service is hereby defined as repair, replacement, testing, analysis, maintenance and adjustment necessary to make operative any heating, ventilating, air conditioning and refrigeration systems.

SECTION 2: Service performed on any and all equipment of ten (10) tons of air conditioning or less and on buildings of ten thousand (10,000) square feet or less and residential work on any single family dwelling or multiple family housing unit where each individual family apartment is conditioned by separate and independent equipment or systems shall be performed per the Residential/Light Commercial Addendum.

SECTION 3: Any service work not described in Section 2 above shall be compensated per the Building Trades wage and benefit schedule and conditions per this Addendum.

ARTICLE II **COVERAGE**

SECTION 1: Journeymen sheet metal servicemen and apprentices covered by this Addendum who are trained and qualified to do service work may only perform sheet metal work which is incidental to service work as described in Article 1 of this Addendum.

ARTICLE III **HOURS OF WORK**

SECTION 1: The workday shall consist of up to ten (10) consecutive hours of work between the hours of 6:00 AM and 7:00 PM with one-half (1/2) hour for lunch.

SECTION 2: The workweek may consist of no less than four (4) consecutive days beginning Monday, Tuesday, through Friday, or Saturday, for a forty (40) hour week with at least two (2) consecutive days off.

SECTION 3: All hours worked before 6:00 AM and after 7:00 PM, shall be paid at the rate of one and one-half (1 ½) times the established regular hourly rate.

SECTION 4: All hours worked over a forty (40) hour week shall be paid at one and one-half (1 1/2) times the established regular hourly rate.

SECTION 5: Journeyman servicemen and apprentices who report to work by the direction of the Employer between the hours of Midnight and 6:00 AM shall be paid a minimum of two hours pay at two (2) times the established regular hourly rate. This does not apply when the work is started prior to midnight and extends past midnight.

SECTION 6: Any work performed on any holiday described in this Addendum of the SFUA shall be paid at two (2) times the established regular hourly rate. Sundays at one and one-half (1 ½) times the hourly rate. This does not apply when the work is started prior to midnight and extends past midnight.

SECTION 7: If required to be on call, servicemen and apprentices shall receive the sum of twenty-five dollars (\$25.00) per day for stand-by pay. This Section shall be waived if a service technician is given a truck on a full-time basis.

SECTION 8: Shift Break

On overtime work consisting of eight (8) hours or more or a combination of overtime and straight time consisting of eight (8) hours or more, straight time may not be reverted to without an eight (8) hour break.

SECTION 9: There will be a one-half (1/2) hour lunch break on the Employer's time after twelve (12) hours if shift continues. Pay will be at straight time for one-half (1/2) hour lunch break.

ARTICLE IV
SERVICE APPRENTICE PROGRAM

SECTION 1: A sheet metal service apprentice where capable, shall not be required to work under the supervision of a journeyman. It shall be a violation of this Agreement for an Employer to replace a journeyman serviceman with an apprentice.

SECTION 2: A graduated wage scale for service apprentices shall be the same as for the Building Trades apprentice as outlined in the SFUA (Article XI).

ARTICLE V
HAND TOOLS

SECTION 1: Journeymen sheet metal servicemen and apprentices shall be required to provide all necessary basic hand tools required to perform their work. The Employer shall provide special tools and instrumentation required to perform service work.

ARTICLE VI
SERVICE FOREMAN

SECTION 1: It is the intent of both parties to this Addendum that the term “foreman” shall mean any service journeyman employee of an Employer signatory to this Addendum who is designated by such Employer to supervise on a full time or part time basis the activities of twelve (12) or more service sheet metal workers (Union employees).

SECTION 2: Foreman shall receive 10% above the regular hourly rate.

ARTICLE VII
MISCELLANEOUS

SECTION 1: It is understood that all uniforms required by the Employer shall be provided by the Employer, to include repair and replacement of said uniforms.

SECTION 2:

- A.** Shift rate of pay refer to Building Trades Addendum.
- B.** Travel Time: refer to Building Trades Addendum
- C.** Transportation: refer to Building Trades Addendum
- D.** Subsistence: refer to Building Trades Addendum
- E.** Shop Steward: refer to Building Trades Addendum

ADDENDUM #3 (NE WA / N ID ONLY)

ARCHITECTURAL, HEATING, VENTILATING AND AIR CONDITIONING SYSTEMS (LIGHT COMMERCIAL) NON-PREVAILING WAGE ADDENDUM TO THE STANDARD FORM OF UNION AGREEMENT

This Addendum entered into this first day of June, 2004, by and between the Inland Northwest Sheet Metal Contractors Association and Independent Contractors, hereinafter referred to as the Employer, and Local Union No. 55 of the SMART Workers' International Association, hereinafter referred to as the Union.

ARTICLE I

H.V.A.C. Systems (that which is normally performed by sheet metal contractors) shall be defined as a system consisting of the ductwork, piping and equipment used to distribute heating and cooling energy and to circulate fresh air to an occupied space. The size of the system for the purpose of this Addendum shall be one hundred fifty thousand dollars (\$150,000) labor only in all counties covered by this Agreement.

Architectural shall be defined as work required for exterior weather proofing normally done by sheet metal workers.

ARTICLE II

This Addendum allows all signatory contractors to utilize 50% building trades apprentices on Architectural Systems and H.V.A.C. Systems work as follows:

Ratio of journeymen to apprentices will be one to one.

In the event that all 50% apprentices are employed elsewhere, the Joint Apprenticeship Committee (JATC) shall recruit applicants in order to meet the one to one journeyman to apprentice ratio.

Journeymen performing work described under this Addendum shall receive eighty percent (80%) of Addendum I wages and full fringe benefits

ARTICLE III

Jobs in excess of one hundred fifty thousand dollars (\$150,000) labor only in all counties, when union contractors are in competition with open shop contractors, may be approved on a job-by-job basis by the Business Representative of SMART Workers' Local Union No. 55 (Spokane).

ADDENDUM #4 (NE WA / N ID ONLY)

NEW RESIDENTIAL CONSTRUCTION ADDENDUM TO THE STANDARD FORM OF UNION AGREEMENT

This Addendum amends the SFUA only to the extent specifically stated and all other Articles, Sections and Addendums shall remain in full force and effect without modifications or exceptions. No Journeyman Sheet Metal Worker or Apprentice, presently on the Employer's payroll, at the time of the signing of this Addendum shall suffer any reduction of pay or loss of any fringe benefit or any other monetary compensation or benefits as a result of the signing of this Addendum, unless mutually agreed to by the Employer and Union and nothing shall preclude the payment of a higher rate at the discretion of the Employer.

ARTICLE I **COVERAGE**

This Addendum covers the rates of pay, rules and working conditions of all employees of the Employer engaged in the erection, installation, and servicing of all new residential heating and air conditioning systems.

ARTICLE II **NEW RESIDENTIAL CONSTRUCTION AND SERVICE DEFINITION**

SECTION 1: New residential work on any single family dwelling not to exceed three thousand (3,000) square feet excluding the garage. Not to include residential retrofit, or furnace replacement or the adding of Air Conditioning to an existing system. Any Compass funded projects will be excluded from this Agreement. New Residential installers under this Agreement will not perform shop fabrication of duct work or related items. New residential installers are for field use only.

SECTION 2: Service performed on any and all equipment in houses of three thousand (3,000) square feet or less included.

ARTICLE III **WORK ASSIGNMENT**

SECTION 1: The Employer agrees that none but new residential journeymen Sheet Metal Workers, new residential apprentices shall be employed on any work described in Article 1 of this Addendum.

SECTION 2: The Employer will be allowed an eight (8) day period at the end of which the employee will be required to make application for membership with the SMART Workers' Local 55. The Employer will be allowed to a thirty (30) day probation period. If the employee works 29 days or less and is discharged, the Employer will not be required to pay the fringe benefit portion of the wage package. If the employee works (30) days, the Employer will be required to pay the fringe benefit portion of the wage package retroactive back to the first day employee was hired.

ARTICLE IV
RATES OF PAY

SECTION 1: Contributions by the Employer will be required into the Organizational Trust Fund on all hours worked by all employees engaged in New Residential construction work. **Must have Heating Mechanics 1 license.**

SECTION 2: New Residential Journeyman Installer

Level I See Current Wage Schedules

New Residential Journeymen Installer Level I must complete 2000 hours of service and successful completion of 24 hours of continued education to advance to New Residential Journeyman Installer Level II (80% attendance required for successful course completion.) **Must have Refrigeration License**

Level II See Current Wage Schedules

New Residential Journeyman Installer Level II must complete 2000 hours of service and successful completion of 24 hours of continued journeyman education to advance to New Residential Journeyman Installer Level III. (80% attendance required for successful course completion.) **Must have 06-Low Voltage license**

Level III See Current Wage Schedules

New Residential Journeyman Installer Level III must complete 2000 hours of service and successful completion of 24 hours of continued journeyman education to advance to New Residential Journeyman Installer Level IV. (80% attendance required for successful course completion.)

Level IV See Current Wage Schedules

ARTICLE V
APPRENTICES

SECTION 1: All duly indentured apprentices shall be under the rules and conditions as outlined in Article XI of the SFUA, unless different in this Addendum.

SECTION 2: The Journeyman to Apprentice ratio for this Addendum will be 1 Journeyman to 2 Apprentices.

SECTION 3: The length of the program will be three (3) years. New residential apprentice installers will be required to complete their three (3) year apprenticeship. The program will be made up of the following wage and fringe increments, all percentages based on the new Residential Level I Journeyman Installer wage rate.

| | | |
|---------------------------------|-----------------|-----------------------------------|
| <u>First Six Months</u> | Wage 55% | See Current Wage Schedules |
| <u>Second Six Months</u> | Wage 60% | See Current Wage Schedules |
| <u>Third Six Months</u> | Wage 65% | See Current Wage Schedules |
| <u>Fourth Six Months</u> | Wage 70% | See Current Wage Schedules |
| <u>Fifth Six Months</u> | Wage 75% | See Current Wage Schedules |
| <u>Sixth Six Months</u> | Wage 80% | See Current Wage Schedules |

ARTICLE VI
HOURS OF WORK

SECTION 1: Refer to the SFUA, Article VI.

ARTICLE VII
TRAVEL PAY – DRIVING COMPANY VEHICLE

SECTION 1: Refer to Addendum #1 to the SFUA, Article II, III, IV and V.

ARTICLE VIII
SUBSISTENCE

SECTION 1: Refer to Addendum #1 to the SFUA, Article VI.

ARTICLE IX
QUALIFICATIONS

SECTION 1: The Employer agrees to be bound by all wages, hours and conditions of employment contained in the SFUA on all work items not specifically changed or amended by the terms of this Addendum.

SECTION 2: The Employer agrees that no employee shall suffer a reduction in wages or benefits due to the signing of this Addendum.

SECTION 3: The Labor-Management Committee reserves the right in its sole discretion to cancel this Addendum with any Employer who has been found by the Local Joint Adjustment Board to have violated conditions as contained herein.

SECTION 4: New residential work that is readily available to the signatory residential shop may be performed by Building Trades Journeymen at the current retro-fit residential rate in place as of the date of this Addendum.

ADDENDUM #5 (SE WA / NE OR ONLY)

RESIDENTIAL/LIGHT COMMERCIAL ADDENDUM TO THE STANDARD FORM OF UNION AGREEMENT

This Addendum amends the SFUA only to the extent specifically stated and all other Articles, Sections, and Addendums shall remain in full force and effect without modifications or exceptions.

No Journeyman Sheet Metal Worker or Apprentice, presently on the Employer's payroll, at the time of the signing of this Addendum shall suffer any reduction of pay or loss of any fringe benefit or any other monetary compensation or benefits as a result of the signing of this Addendum, unless mutually agreed to by the Employer and Union and nothing shall preclude the payment of a higher rate at the discretion of the Employer.

ARTICLE I COVERAGE

This Addendum covers the rates of pay, rules and working conditions of all employees of the Employer engaged in the erection, installation, service, new construction, remodel and retrofit of all residential and light commercial heating and air conditioning systems.

ARTICLE II RESIDENTIAL DEFINITION

Residential shall be defined as applying to work on any single family dwelling or multiple family housing units where each individual family unit is individually conditioned by a separate and independent unit or system.

ARTICLE III LIGHT COMMERCIAL DEFINITION

SECTION 1: Light commercial shall be defined as applying to contracts of \$150,000 Building Trades labor cost only; meaning Building Trades wage and benefit total, FICA, MEDICAL, FUTA, SUTA, and Labor and Industries also included.

SECTION 2: The contractors shall submit a list of all light commercial projects to the Union before commencing work.

ARTICLE IV WORK ASSIGNMENT

SECTION 1: The Employer agrees that none but regular-rate Journeymen, Residential/Light Commercial Journeymen and Residential Trainees shall be employed on any work described in Article 1 of this Addendum.

SECTION 2: The Employer will be allowed an eight (8) day period at the end of which the new employee (new to the industry) will be required to make application for membership with SMART Workers' International Association Local Union #55. The Employer will then be allowed to a thirty (30) day probation period. If the new employee works twenty-nine (29) days or less and is discharged, the Employer will not be required to pay the fringe benefit portion of the wage package. If the employee works thirty (30) days or more, the Employer will be required to pay the fringe benefit portion of the wage package retroactive back to the first day the employee was hired.

SECTION 3: It is the intent of both parties that the term Foreman shall mean any Residential/Light Commercial Journeyman employee of an Employer signatory to this Agreement who is designated by such Employer to supervise the activities of four or more sheet metal workers (union employees) and coordinates the activities between the general contractor, sub-contractors, and his employees. This does not apply to cumulative crews that do not interface on separate residential units within a project.

SECTION 4: The Foreman shall receive ten (10) percent per hour over the Level Four (4) Journeyman rate of pay.

ARTICLE V
RATES OF PAY

SECTION 1: Contributions by the Employer will be required into the Organizational Trust Fund on all hours worked by all employees engaged in Residential and Light Commercial construction work.

SECTION 2: Residential/Light Commercial Journeyman: (those registered after 6/1/06)

Level I **55% of BT Rate (per hour)** **See Current Wage Schedules**

Level II **60% of BT Rate (per hour)** **See Current Wage Schedules**

Residential/Light Commercial Journeyman Level II, must complete 2000 hours of service and successful completion of 24 hours of continued journeyman education to advance to Residential Journeyman Level III. (80% attendance required for successful course completion).

Level III **65% of BT Rate (per hour)** **See Current Wage Schedules**

Residential/Light Commercial Journeyman Level III, must complete 2000 hours of service and successful completion of 24 hours of continued journeyman education to advance to Residential/Light Commercial Journeyman Level IV. (80% attendance required for successful course completion).

Level IV **70% of BT Rate (per hour)** **See Current Wage Schedules**

ARTICLE VI
TRAINEES

SECTION 1: All Trainees shall be under the direction of a Residential/Light Commercial Journeyman. The ratio of Trainees to Residential/Light Commercial Journeymen not to exceed one to one.

SECTION 2: The length of the program will be three (3) years. Trainees will be required to complete the three (3) year program. The program will be made up of the following wage and fringe increments.

SECTION 3: The Employer shall be responsible for all recruitment, training and related expenses for the trainee including all licensing fees and renewals.

SECTION 4: All percentages based on the Residential/Light Commercial Level 1 Journeyman wage rate.

Effective June 1, 2009 (those registered after 6/1/06)

Level 1 Trainee 60% of Level 1 Journeyman See Current Wage Schedules

Trainee must have Gas Piping and 06A Trainee License to advance to Level II.

Level II Trainee 70% of Level 1 Journeyman See Current Wage Schedules

Trainee must have Refrigeration License to advance to Level III.

Level III Trainee 80% of Level 1 Journeyman See Current Wage Schedules

ARTICLE VII
HOURS OF WORK

SECTION 1: The regular workday shall consist of eight (8) consecutive hours of work between the hours of 6:00AM and 7:00 PM with one-half (1/2) hour for lunch.

SECTION 2: The regular work week shall consist of five (5) consecutive days beginning Monday thru Saturday, for a forty (40) hour week with two (2) consecutive days off.

SECTION 3: All hours worked before 6:00 AM and after 7:00 PM and all hours worked over eight (8) hours in one day shall be paid at one and one-half (1½) times of established regular hourly rate.

SECTION 4: All hours worked on Sunday and Holiday shall be paid at two (2) times the established regular hourly rate.

SECTION 5: All Residential/Light Commercial employees will have seven (7) official holidays requiring overtime pay. Those days are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after Thanksgiving Day, Christmas Day. Sunday shall be recognized as a holiday. If a holiday falls on a Saturday, the Friday before shall be observed as the holiday. If a holiday falls on a Sunday, the following Monday shall be observed as the holiday. All worked performed on holidays shall be paid at two (2) times the regular rate of pay received by the employee.

ARTICLE VIII
TRAVEL PAY – DRIVING COMPANY VEHICLE

SECTION 1: Refer to Addendum #1 of the SFUA.

ARTICLE IX
SUBSISTENCE

SECTION 1: Refer to Addendum #1 of the SFUA.

ARTICLE X
QUALIFICATIONS

SECTION 1: The Employer agrees to be bound by all wages, hours and conditions of employment contained in the SFUA on all work items not specifically changed or amended by the terms of this Addendum.

SECTION 2: The Employer agrees that no employee shall suffer a reduction in wages or benefits due to signing of this Addendum. It is agreed that those Residential Journeymen who are registered with the Union prior to June 1, 2006 shall be "Red Circled" and therefore subject to the terms and conditions as stipulated in the June 1, 2006 to May 31, 2009 Collective Bargaining Agreement (See Article XI of this Addendum). Residential Apprentices who are duly indentured at the time of the signing of this Addendum shall be slotted as Residential/Light Commercial Journeymen Level 1. Residential classified and trainee workers shall be slotted into the appropriate classification as mutually agreed between Labor and Management in a Letter of Understanding (LOU).

SECTION 3: Residential and Light Commercial work that is readily available to the signatory shop may be performed by Building Trades (regular-rate) Journeymen who are agreeable and sign consent on the back of their dispatch. The residential rate of pay for those Journeymen will be 75% of Building Trades regular rate of pay and 100% of their regular rate Building Trades fringe benefits.

SECTION 4: Residential/Light Commercial Journeymen and Residential Trainee sheet metal workers covered by this Agreement shall not be required or permitted to lease, rent or in any way loan his automobile, truck, welding machines or any other material or equipment to his Employer or any other Employer signatory to this Agreement.

SECTION 5: Residential/Light Commercial Journeyman and Residential Trainee sheet metal workers will not be required as a condition of employment to furnish tools (power tools, cordless drill motors, ladders, cords, etc.) other than their basic hand tools.

SECTION 6: The Labor-Management Committee reserves the right in its sole discretion to cancel this Addendum with any Employer who has been found by the Local Joint Adjustment Board to have violated conditions as contained herein.

ARTICLE XI
RED CIRCLED RESIDENTIAL EMPLOYEES (PRIOR TO 6-1-06)

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

SECTION 2: Residential shall be defined as applying to work on any single family dwelling or multiple family housing unit, up to and including four (4) story walk-up garden-type apartment units, where each individual family apartment is individually conditioned by a separate and independent unit or system.

SECTION 3: The Employer agrees that none but regular-rate Journeymen, Residential Journeymen, Residential Apprentices, Regular Indentured Apprentices and Residential Classified Workers shall be employed on any work described in Section 1 of this Addendum.

SECTION 4: New Construction, Remodel and Conversion Work

Subject to Section 8 of this Article, all work performed outside the regular working hours during the regular work week and on Saturdays, shall be compensated at one and one-half (1 ½) times the basic hourly rate. All work performed on Sundays and Holidays shall be compensated at two (2) times the basic hourly residential wage rate.

SECTION 5: Wage and Fringe Benefits

(a) The wages and fringe benefits for Residential (A) Journeyman, Residential Apprentices, and Residential Classified Workers covered by this Addendum will be as indicated on the “Wage Schedule” of this Addendum.

(b) Regular rate Journeymen and indentured Apprentices performing work covered by Section 1 of this Article shall be paid the wage rate specified in the local basic or local SFUA.

(c) The Employer agrees that no employee shall suffer a reduction in wages or fringe benefits due to signing of this Addendum.

(d) The Employer agrees that building trade’s members may be voluntarily employed on work covered by this Addendum under its terms and conditions.

SECTION 6: Residential Apprentices

(a) New employees with little or no experience will start at fifty (50) percent of the Residential (A) Journeyman rate and will be called Residential apprentice. Employees of the Employer at the time of signing of this Addendum shall be placed in the applicable category by mutual agreement of the Union and the Employer.

(b) The training period will be three (3) years, will consist of six (6) six-month periods and be compensated at the following percentages of the Residential (A) Journeyman scale:

| | |
|------------------------|-------------------------------------|
| 1 st period | 50% of Residential Journeyman scale |
| 2 nd period | 60% of Residential Journeyman scale |
| 3 rd period | 65% of Residential Journeyman scale |
| 4 th period | 70% of Residential Journeyman scale |
| 5 th period | 80% of Residential Journeyman scale |
| 6 th period | 85% of Residential Journeyman scale |

At the end of the sixth (6) period, the Journeyman apprentice will be advanced to Residential Journeyman. Residential (A) Journeyman rate will be as indicated on the wage schedule.

(c) The ratio of Residential apprentice shall not exceed one (1) Residential Apprentice to one (1) Residential Journeyman.

(d) The Employers who employ regular-rate Journeyman at the time of signing this Addendum may employ one (1) Residential apprentice to work with the regular-rate Journeyman on residential work only. When the Residential apprentice advances to Residential Journeyman, the Employer will comply with paragraph (c) of this Section.

(e) The Employer may send Residential apprentice out alone after the first six (6) month's work.

SECTION 7: Residential Classified Worker

- (a) Residential Classified Workers may be employed in the following ratio:
1. One (1) Residential Classified Worker for any Employer who employs a Residential Journeyman or apprentice.
 2. Thereafter, the ratio will be one (1) Residential Classified Worker for each additional Residential Journeyman or apprentice employed.

This ratio may be increased by mutual consent of the party's signatory to this Agreement.

(b) Residential Classified Workers may perform any work covered by Section 2 of which they are capable and will work under the general direction of a Residential Journeyman. The wage rate for Classified Workers will be not less than forty percent (40%) of the Residential Journeyman wage rate. They shall be covered by the local Health and Welfare Plan and National Pension Fund Only. Pension contributions shall be the same percentage as their wage rate.

(c) In the event the Employer is entitled to employ a Classified Worker and the Union fails to comply with the Employer's request to furnish a Classified Worker within forty-eight (48) hours, the Employer may directly hire such employees. All employees hired under this category must register with the Union within five (5) days of their employ.

SECTION 8: On Residential work the Employer agrees to be bound by all portions of the Local Basic or Local SFUA that have not been changed by this Addendum. The Residential/Light Commercial Addendum is limited to contracts of \$150,000 labor cost only; meaning wage and benefit total, FICA, MEDICAL, FUTA, SUTA and L & I.

ADDENDUM #6 (SE WA / NE OR ONLY)

METAL BUILDINGS SPECIALIST METAL AND PRE-ENGINEERED METAL BUILDINGS LETTER OF UNDERSTANDING TO THE STANDARD FORM OF UNION AGREEMENT

The Southeastern Washington and Northeastern Oregon area of SMART Workers' Local Union No. 55 agree to Resolution 78 the following conditions which shall become effective upon signing and remain in full force and effect until the expiration of the current Standard Form of Union Agreement (May 31, 2022).

These conditions will be used in conjunction with the Organizational Trust to try and recapture this work from the nonunion, on jobs that are not covered by Davis-Bacon/Prevailing Wage Laws.

The Residential Journeyman/Residential Trainee wage scale will be used for Metal Building Specialists who assist in erecting metal and pre-engineered buildings.

The Metal Building Specialist shall receive the following benefits only:

- A. Health & Welfare
- B. 401(K) contribution of ten cents (\$0.10) per hour, which will become effective on all jobs bid on or after May 31, 2000.

The ratio of Metal Building Specialists to Building Trades Journeyman/Apprentices will be on a one (1) to one (1) basis. The Employer will be allowed a thirty (30) day period at the end of which the employee will be required to make application for membership with SMART Workers' Local No. 55.

The Employer is responsible for the recruitment of Metal Building Specialists.

This Letter of Understanding can be revised at any time by mutual agreement of both parties involved.

See Current Wage Schedules

ADDENDUM #7 (SE WA / NE OR ONLY)

INDUSTRIAL FABRICATING AND MANUFACTURING ADDENDUM TO THE STANDARD FORM OF UNION AGREEMENT

ARTICLE I SCOPE OF WORK

SECTION 1: This Addendum covers the rates of pay and conditions of employment of all employees of the Employer engaged in the manufacture, fabrication, assembling, handling, altering and repairing of all ferrous and non-ferrous metals, including other materials used in lieu thereof, as required for installation within the confines of an industrial processing or manufacturing job site and defined in Section 2 of this Article.

SECTION 2: Section 1 of this Article relates to the fabrication only, of air pollution control systems, noise abatement materials and all other industrial work **excluding air conditioning, heating, ventilating, and architectural sheet metal work.**

SECTION 3: The Employer agrees that in all instances, he/she will attempt to secure work under this Article as the turnkey to design, fabricate and install.

SECTION 4: Items falling under Section 1 of this Article include: food processing equipment, tanks and related items, dust collectors, cyclones, precipitators, baghouses, air pollution control systems, bins, hoppers, chutes, conveyors and associated spouting, trash or refuse burners, incinerators, washers, paint or spray booths, enclosures, blowers, pans, machine guards, conveyor guards, industrial skylights, noise abatement materials, access platforms stairways, catwalks, handrails, ladders, ladder cages, structural steel, structural steel supports for all items listed above.

SECTION 5: Before undertaking the fabrication of any additional items, the Company agrees to send written notice to the Union for the purpose of determining if such items may be fabricated under this Addendum.

SECTION 6: It is further understood and agreed the work or items covered by this Addendum include only those listed or defined by the Union, in writing, as industrial work.

ARTICLE II ERECTION OR INSTALLATION OF COMPANY'S PRODUCTS

The Company agrees that it will follow the below procedure relative to the installation or erection of all products and/or equipment manufactured under this Agreement for use in the building and construction industry, and coming within the trade jurisdiction of journeymen members of SMART Workers' International Association.

SECTION 1: Whenever the Company subcontracts such product and/or equipment it agrees to subcontract same to a contractor who employs journeymen sheet metal workers for this type of work.

SECTION 2: Whenever the Company erects such work itself, it shall call upon the building and construction trades union affiliated with SMART Workers' International Association having jurisdiction over the area in which such work is to be performed to furnish it with men or women at the prevailing wages and conditions of said local union. The signatory parties shall make every possible effort to arrange a mutually-satisfactory job site hiring arrangement so as to make the signatory contractor as competitive as possible on the erection phase of the work.

ARTICLE III **RATES AND CLASSIFICATIONS**

SECTION 1: Total package for the Industrial journeyman workers shall be 89% of the Building Trades total package as per the wage schedule.

Industrial Mechanic

Work included in this classification such as tacking, welding, burning, wiring, operation of equipment, maintenance of equipment, fitting, assembly, shipping, receiving, material handling, preparation for painting, delivery of materials to the job site, and crane or hyster operator.

Material Handler

As per the July 3, 1997, decision of the NJAB the scope-of-work for Material Handlers under the Industrial Addendum will include the same scope of work for the Material Handler as per the Building Trades Agreement plus the following: polishing, (sanding, grinding, blending), fire watch, grouting, delivering material to job site destination, de-burring of materials, demolition.

All Material Handler scope-of-work performed under the Industrial Addendum to include shop and field. Back payment of all fringe benefits will be required commencing on the first day of employment following successful completion of the 30 day probationary period.

SECTION 2: Regular-rate journeymen, indentured apprentices, and material handlers performing work covered by this Addendum shall be paid the wage rate specified in the local basic or local Standard Form of Union Agreement.

The Employer agrees that no employee shall suffer a reduction in wages or fringe benefits due to the signing of this Addendum.

SECTION 3: The Employer agrees that Building Trades members may be voluntarily employed on work covered by this Addendum, under its terms and conditions.

ARTICLE IV **HOURS OF WORK-OVERTIME**

SECTION 1: The regular working day shall conform to the basic SFUA and all full or part-time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate as established in Article III.

SECTION 2: All work performed outside the regular working hours and performed during the regular work week and all work performed on Saturdays and Sundays shall be one and one-half (1 ½) times the regular rate except as provided in Section 3 of this Article.

SECTION 3: All work performed Monday - Friday in excess of twelve (12) hours will be paid at two (2) times the employee's regular hourly rate of pay. All work performed Saturdays in excess of ten (10) hours and Sunday in excess of nine (9) hours will be paid at two (2) times the employee's regular hourly rate of pay. All work performed on holidays shall be paid at two (2) times the employee's regular hourly rate of pay.

ARTICLE V
HIRING

SECTION 1: The local Union shall be requested to supply sufficient industrial employees to the company to perform work requirements. However, if the local Union is unable to supply employees in sufficient numbers within forty-eight (48) hours for the employment requirement of the Company, the Company may obtain such additional employees from whatever source available. All such employees hired shall report to the local Union office to obtain a referral slip before being put to work.

ARTICLE VI
UNION SECURITY

SECTION 1: The Union agrees that membership in the Union will be made available to all on an equal basis without discrimination.

SECTION 2: All industrial employees covered by this Agreement shall be required as a condition of employment, to become and remain members of the Union in good standing during the term of this Agreement. All employees shall make application for membership in the Union with thirty (30) days following the effective date of this Agreement, or the beginning of their employment, whichever is later, subject to the provisions of the Labor-Management Relations Act of 1947, as amended.

SECTION 3: Upon receipt of written notice from the Union that an employee has not acquired or maintained membership in good standing therein as provided for in this Section, the Company shall immediately suspend or terminate such employee, and such employee shall not be re-employed during the life of this Agreement, unless, or until, he/she complies with the provisions of this Section.

ARTICLE VII
MISCELLANEOUS

SECTION 1: All fringe benefits to be paid as per the wage schedule.

SECTION 2: Subsistence and mileage to be paid as per Addendum #1.

SECTION 3: This Agreement is limited to contracts of \$500,000 (All labor, material, and equipment). In mutual agreement between Labor and Management in negotiations, the terms of the Industrial Addendum cover the work scope per Article 1, Sections 2 and 4.