

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

Agreement entered into this 1st day of June 2004 by and between SMACNA-Western Washington and each business establishment individually, whether represented by a contractor association or not, hereinafter referred to as the Employer, and Local Union No. 66 of Sheet Metal Workers' International Association, hereinafter referred to as the Union for King, Snohomish, Island, Kitsap, Clallam, Jefferson, Mason, Pierce, Thurston, Lewis, Grays Harbor, Cowlitz, Pacific and Wahkiakum Counties.

**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 the: (a) manufacture, 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 of all air-veyor systems and air-handling systems regardless of material used including the setting of all equipment and all 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 or sketches; (e) all material and process piping other than plumbing, waste water and fire protection, including all specialty piping and F.R.P.; (f) all HVAC working including all piping associated therewith and (g) all other work included in the jurisdictional claims of Sheet Metal Workers' International Association.

**SECTION 2.** Should an employer not have established a regular practice of performing the work stated in Section 1 (e) and (f) above then the employer shall not be required to use employees to perform that work.

**ARTICLE II**

**SECTION 1.** No Employer shall subcontract or assign any of the work described herein which is to be performed at a Jobsite to any contractor, subcontractor or other person or party who fails to agree in writing to comply with the conditions of employment contained herein including, without limitations, those relating to union security, rates of pay and working conditions, hiring and other matters covered hereby for the duration of the 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, and probationary apprentice sheet metal workers shall be employed on any work described in Article I and further, for the purpose of proving 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 jobsite 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 and SMWIA, shall be provided to the Employer. For purposes of clarification throughout the Standard Form of Union Agreement and all Addendums, the terms "Journeyman", "Journeymen", "Foreman", and "Foremen" refer to job classifications and are non-gender specific. Any reference to he or his shall mean "he/she" or "his/her."

**ARTICLE IV**

**SECTION 1.** The Union agrees to furnish upon request by the Employer duly qualified journeymen, apprentice, and probationary apprentice, 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 grounds for believing that membership is available to such employees on the same terms and conditions generally applicable to other members and that membership is not denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation 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 I 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 provision is contrary to law. In any state where the making and enforcement of such provision 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 as per addendum hours labor in the shop or on the job between six (6) a.m. and five (5) p.m. and the regular working week shall consist of five (5) consecutive as per addendum 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, all work performed outside the regular working hours and performed during the regular work week, shall be at as per addendum times the regular rate.

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, Christmas Day, the last working day before Christmas and the Friday after Thanksgiving or days locally observed as such, and Saturday and Sunday shall be recognized as holidays. When a recognized holiday falls on Saturday, it shall be observed on Friday and when a recognized holiday falls on Sunday, it shall be observed on Monday. All work performed on holidays shall be paid as per addendum. For the purpose of clarification, Christmas Day and the last working day before Christmas in the year 2004 will be observed on Thursday, December 23rd and Friday, December 24th; Christmas Day and the last working day before Christmas in the year 2005 will be observed on Friday, December 23rd and Monday, December 26th; Christmas Day and the last working day before Christmas in the year 2006 will be observed on Friday, December 22nd and Monday, December 25th; Christmas Day and the last working day before Christmas in the year 2007 will be observed on Monday, December 24th and Tuesday, December 25th and Christmas Day and the last working day before Christmas in the year 2008 will be observed on Thursday, December 25th and Friday (*this is an exception to the norm*), December 26th. For those falling under the Service agreement, it is agreed that the observed holiday, days before or after Christmas and the Friday following Thanksgiving are optional holidays. Employees may select at least one of these days as a holiday. The employer may retain at least 50 percent (50%) of their employees on these days at their discretion. Regular rate of pay would apply to these days.

**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 Union in advance of scheduling such work. Preference on overtime and holiday work shall be given to men 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 addenda attached to this Agreement. 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 on the request of either party, if not locally provided.

#### ARTICLE VII

**SECTION 1.** When employed in a shop or on a job within the limits of the zoned area as per addendum 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 1 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 1 of this Article at regular starting time, and the Employer shall provide or pay for all additional transportation for such jobs, including transportation from such job back to the limits specified in Section 1 of this Article which will assure arrival at such limits at quitting time. As an alternative to the foregoing method, travel expense shall be paid by a zone or other method of payment. If this alternative method is used, it will be 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 to perform any work specified in Article 1 of this Agreement shall be as provided in Local 66's Addendum per hour, except hereinafter specified in Section 2 of this Article.

**SECTION 2.** On all work specified in Article I of this Agreement, fabricated and/or assembled by journeymen sheet metal workers, apprentices, and/or probationary apprentices 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 Sheet Metal Workers' International Association, whose established wage scale is higher than the wage scale specified in this Agreement, the higher wage scale of the jobsite Union shall be paid to the employees employed on such work in the home shop or sent to the jobsite.

**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 diffuses, grills, registers
9. Sound attenuators
10. Chutes
11. Double - wall panel plenums
12. Angle rings

13. Low pressure round snap lock pipe and fittings 26 gauge and lighter

**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.

**SECTION 5.** Except as provided in Sections 2 and 6 of this Article, the Employer agrees that journeymen, apprentices and probationary apprentices hired outside 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 I of this Agreement to be performed outside of the area covered by this Agreement and within the area covered by another Agreement with another local union affiliated with the Sheet Metal Workers' International Association, and qualified sheet metal workers are available in such area, he 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. 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 the local Agreement. If employees are sent into an area where there is no local Agreement of the Sheet Metal Workers' International Association covering the area then the minimum conditions of the home local union shall apply.

**SECTION 7.** In applying the provisions of Sections 2, 5, and 6 of this 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 Trust 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.** Wages at the established rates specified herein shall be paid by cash, by check of local bank, or by electronic transfer (if authorized) in the shop or on the job at or before quitting time on Friday of each week or by mail if mutually agreed between the Union and the Employer with the check being postmarked by the Wednesday preceding the Friday pay day, and no more than two (2) days' pay will be withheld. However, employees when discharged shall be paid in full. If check is not available to employee as specified above, employee shall receive an additional two (2) hours' pay at the established rate. The employee can direct former vacation fund amount bi-annually March 1st or September 1st into three options: A. 401k Plan B. Credit Union or C. Added to Paycheck. At such time as Federal Regulations mandate electronic transfer of social security payments, then the current language will be amended so that the employer shall have the right to pay his employees by electronic transfer.

**SECTION 10.** Journeymen, apprentices, probationary apprentices, residential inductees and material handlers 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.

**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 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). With regard to any employer belonging to SMACNA-Western Washington, the Association shall pay the Sheet Metal and Air Conditioning Contractors' National Industry Fund of the United States (IFUS) seven cents (\$0.07) 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. The hourly + Payment shall be made on or before the 20th day of the succeeding month and shall be remitted to IFUS, 4201 Lafayette Center Drive, Chantilly, Virginia, 20151-1209, or for the purpose of transmittal, through Northwest Sheet Metal Health Trust.

(c). The IFUS shall submit to the Sheet Metal 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 Sheet Metal 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 Sheet Metal Workers' International Association directly to the National Joint Adjustment Board under the provisions of Article X of this Agreement. In the event such proceeding results in a deadlock, either party may, upon ten (10) days notice to the other party, submit the issue to final and binding arbitration. The Arbitrator shall be selected by the Co-Chairmen of the National Joint Adjustment Board. The Arbitrator shall be authorized to impose any remedial order he 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 SMACNA-Western Washington (hereinafter referred to as the local industry fund), forty-nine cents (\$0.49) 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. Payment to the Local Industry Fund shall increase to: fifty-one cents (\$0.51) on June 1, 2005; fifty-three cents (\$0.53) on June 1, 2006 and fifty-five cents (\$0.55) on June 1, 2007 per hour for each hour worked by each employee of the employer covered by this agreement. Of said contribution \$0.08 per hour to be utilized for foreman training, inspector training, MSDS Safety Compliance, etc. Payment shall be made monthly on or before the 20th day of the succeeding month.

(c). The local industry fund shall furnish to the Business Manager of the Union, not less often than semi-annually, written reports describing 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 local industry fund shall include in such written report, a 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 local industry fund activities or its receipts and/or disbursements shall be furnished to the Business Manager of the Union upon his written request.

(d). Grievances concerning use of local industry fund monies to which an Employer shall contribute for purposes prohibited 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 National Joint Adjustment Board 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.

(e). Independent Contractors who do not assign their collective bargaining rights to SMACNA-Western Washington and who do not elect to contribute into the Local Industry Promotion Fund do hereby agree to contribute the equivalent amount of the local industry promotion fund into the Local Joint Apprenticeship Training Fund. This contribution will be in addition to the contributions stipulated in the Addendum(s) to be paid by the Employer into the Local Joint Apprenticeship Training Fund.

**SECTION 14.** Effective as of the date of this Agreement the Employers 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. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the ITI, or for purposes of collection and transmittal through Northwest Sheet Metal Workers Health Trust.

Effective as of the date of this Agreement the Employers 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. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the NEMIC, or for the purposes of collection and transmittal through Northwest Sheet Metal Workers Health Trust. If during the term of this agreement the SMWIA Constitution is amended to provide that participation in the National Energy Management Institute is no longer mandatory for Local 66, the parties agree to meet for the specific purpose of deciding how to reallocate the three cent (\$.03) per hour contribution presently set forth in this agreement.

Effective as of the date of this Agreement the Employers will contribute to the Sheet Metal Occupational Health Institute Trust (Institute) 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. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the Institute, or for purposes of collection and transmittal through Northwest Sheet Metal Workers Health Trust.

The parties agree to be bound by the separate Agreements and Declarations of Trusts establishing the National Training Fund for the Sheet Metal and Air Conditioning Industry, the National Energy Management Institute Committee, the Sheet Metal Occupational Health Institute Trust, and 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 that contributions will be made. In addition, the parties agree to be bound by any amendments to said trust agreements as may be made from time to time and hereby designate 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.

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.

## **ARTICLE IX**

**SECTION 1.** Journeymen, apprentices, and probationary apprentices and residential inductees covered by this Agreement shall provide for themselves all necessary hand tools, not to include any power tools or cell phones.

**SECTION 2.** Journeymen, apprentice, and probationary apprentice and residential inductees 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 men, 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 an 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 the Employer, whether party to this Agreement independently or as a member of a multi-employer bargaining unit, agree to utilize and be bound by this Article.

**SECTION 1.** Grievances of the Employer or the Union, arising out of interpretation or enforcement of this Agreement, shall be settled between the Employer directly involved and the duly authorized representative of the Union, if possible. Both parties may participate in conferences through representatives of their choice.

To be valid, grievances must be raised within thirty (30) calendar days 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 where the work was performed or in the jurisdiction of the Employer's home local and such Board shall meet promptly on a date mutually agreeable to the members of the Board, but in no case more than fourteen (14) calendar days following the request for its services, unless the time is extended by mutual agreement of the parties or Local Joint Adjustment Board. The Board shall consist of representatives of the Union and of the local 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 Local Joint Adjustment Board shall be final and binding.

Notice of appeal to the Local Joint Adjustment Board shall be given within thirty (30) days after termination of the procedures prescribed in Section 1 of this Article, unless the time is extended by a mutual agreement of the parties.

**SECTION 3.** Grievances not disposed of under the procedure prescribed in Section 2 of this Article, because of a deadlock or failure of such Board to act, may be appealed jointly or by either party to a Panel, consisting of one (1) representative appointed by the Labor Co-Chairman of the National Joint Adjustment Board and one (1) representative appointed by the Management Co-Chairman of the National Joint Adjustment Board. Appeals shall be mailed to the National Joint Adjustment Board. \* Notice of appeal to the Panel shall be given within thirty (30) days after termination of the procedures prescribed in Section 2 of this Article. Such Panel shall meet promptly but in no event more than fourteen (14) calendar days following receipt of such appeal, unless such time is extended by mutual agreement of the Panel members. Except in case of deadlock, the decision of the Panel shall be final and binding.

Notwithstanding the provisions of Paragraph 1 of this Section, an Employer who was not a party to the Labor Agreement of the area in which the work in dispute is performed may appeal the decision of the Local Joint Adjustment Board from that area, including a unanimous decision, and request a Panel hearing as set forth in Section 3 of this Article, providing such appeal is approved by the Co-Chairman of the National Joint Adjustment Board.

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

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

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

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

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

(a). Should the negotiations for a renewal of this Agreement or negotiations regarding a wage/fringe re-opener 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 National Joint Adjustment Board.

If the Co-Chairman of the National Joint Adjustment Board believe the dispute might be adjusted without going to final hearing before the National Joint Adjustment Board, each will then designate a Panel representative who shall proceed to the locale where the dispute exists as soon as convenient, attempt to conciliate the differences between the parties and bring about a mutually acceptable agreement. If such Panel representatives or either of them conclude that they cannot resolve the dispute, the parties thereto and the Co-Chairman of the National Joint Adjustment Board shall be promptly so notified without recommendation from the Panel representatives. Should the Co-Chairman of the National Joint Adjustment Board fail or decline to appoint a Panel member or should notice of failure of the Panel representatives to resolve the dispute be given, the parties shall promptly be notified so that either party may submit the dispute to the National Joint Adjustment Board.

In addition to the mediation procedure set forth above or as an alternate thereto, the Co-Chairman of the National Joint Adjustment Board 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 National Joint Adjustment Board in the event a Subcommittee is unable to direct an entire resolution of the dispute.

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

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

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

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

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

#### ARTICLE XI

**SECTION 1.** All duly qualified apprentices shall be under the supervision and control of a Joint Apprenticeship and Training Committee composed of ten (10) members, five (5) of whom shall be selected by the Employer, and five (5) by the Union. Said Joint Apprenticeship and Training Committee 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 Joint Apprenticeship and Training Committee designated herein shall serve for the life of this Agreement, except that vacancies in said Joint Apprenticeship and Training Committee caused by resignation or otherwise, may be filled by either party hereto, and it is hereby mutually agreed by both parties hereto, that they will individually and collectively cooperate to the extent that duly qualified apprentices be given every opportunity to secure proper technical and practical education experience in the trade, under the supervision of the Joint Apprenticeship and Training Committee.

**SECTION 3.** It is the understanding of the parties to this Agreement that the funds contributed by signatory Employers to the International Training Institute and any Local Joint Apprenticeship and Training Fund (Local JATC) 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 International Training Institute and a Local JATC. Therefore, the trustees of the International Training Institute 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 International Training Institute 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 International Training Institute materials and programs.

**SECTION 4.** It is hereby agreed that the Employer shall apply to the Joint Apprenticeship and Training Committee and the Joint Apprenticeship and Training Committee shall grant apprentices on the basis of one (1) apprentice for each three (3) journeymen regularly employed throughout the year. Provided, however, an Employer will not be entitled to a new apprentice if the Employer has an apprentice on layoff for lack of work.

**SECTION 5.** All applicants for apprenticeship shall serve an apprenticeship of up to 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.

**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:

First year	-45%
Second year	-First half 50% - Second half 55%
Third year	-First half 60% - Second half 65%
Fourth year	-First half 70% - Second half 75%
Fifth year	-First half 80% - Second half 85%

This Section shall not have the effect of reducing the wage progression schedule of any apprentice who was indentured prior to the effective date of this Agreement.

**SECTION 7.** The parties will establish on a local basis the SMWIA 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.** The parties agree that concentrated apprenticeship training is preferable to night schooling and urge the Joint Apprenticeship and Training Committee to continue concentrated training during the term of this Agreement.

#### ARTICLE XII

**SECTION 1.** It is hereby agreed that the Employer may apply to the Joint Apprenticeship and Training Committee and the Joint Apprenticeship and Training Committee 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 said Employer is entitled to any probationary apprentice. Thereafter, the same conditions and ratios shall apply.

All indentured apprentices shall serve a probationary term of 1800 hours of employment at the beginning of their apprenticeship. The Joint Apprenticeship Training Committee shall evaluate the qualifications of probationary apprentices during the first 1800 hours of employment. No probationary apprentice shall be retained beyond the probationary term unless he or she has been found to be qualified as an apprentice.

Health and welfare coverage shall be arranged on behalf of the probationary apprentices by the parties.

### **ARTICLE XIII**

**SECTION 1.** This Agreement and Addenda Numbers 1 through 4 attached hereto shall become effective on the 1st day of June, 2004 and remain in full force and effect until the 31st day of May, 2009 and shall continue in force from year to year thereafter unless written notice of reopening is given not less than ninety (90) days prior to the expiration date. In the event such notice of reopening is served, this Agreement shall continue in force and effect until conferences relating thereto have been terminated by either party 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 National Joint Adjustment Board or 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 pursuant to Article X, Section 8 of this Agreement.

**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.** Each 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 SMACNA-Western Washington to act as its collective bargaining representative for all matters relating to this Agreement. The parties agree that the Employer will hereafter be a member of the multi-employer bargaining unit represented by said Association unless this authorization is withdrawn by written notice to the Association and the Union at least one hundred and fifty (150) days prior to the then current expiration date of this Agreement.

**SECTION 6.** The employer executing this Agreement, on the basis of objective and reliable information, confirms that a clear majority of the sheet metal workers in its employ desire representation by the Union for purposes of collective bargaining.

The Employer, therefore, unconditionally acknowledges and confirms that the Union is the exclusive bargaining representative of its sheet metal employees pursuant to Section 9 (a) of the National Labor Relations Act.

### **ARTICLE XIV**

It is agreed to the establishment of a "Clean Card" program. Beginning June 1, 2004, seven cents (\$0.07) will be contributed to a Joint Labor and Management Taft-Hartly Trust to establish policy, guidelines and administration for the Clean Card program. Until the program is operative, employees will continue to be subject to testing under the terms listed below. The new program will require annual random testing with an approximate implementation of December 1, 2004.

**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 jobsites.

- A. The purpose of this program is to maintain workplaces that are free of drug and alcohol abuse.
- B. 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 jobsite, all subcontractors of the company and their employees at that jobsite and any representatives of Local 66 conducting business at the jobsite 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 does not apply to anyone who is a member of SMWIA.

#### **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 Regulations 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.

1. 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.

2. 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.

**E. COMMERCIAL DRIVERS LICENSE TESTING**

If a Commercial Drivers License, C.D.L., is required as a condition of employment, new hire employees will be tested as soon as practical after a condition of employment is offered. Existing employees, who are members of SMWIA, will be given a forty-five (45) day prior notice of intent to test as a condition of obtaining or maintaining a Commercial Drivers License.

**SECTION 3.** For all tests required under this program:

- A. Costs for tests shall be paid by the employer except for pre-employment screening which shall be paid by the Joint Apprenticeship Training Committee.
- B. Employees will be paid actual time for testing except in the case of pre-employment screening.
- 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. Any employee who tests positive shall be given the opportunity for job retention so long as s/he agrees in writing to undergo an evaluation by the E.A.P. and to participate in and complete all recommendations made by the E.A.P. following the evaluation. Any employee who tests positive, does not agree to participate in the E.A.P. program and subsequently is released from employ by the employer may be re-dispatched to that employer and the employer may require the employee to submit to a substance abuse test as a condition of employment.
- 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.

In witness whereof, the parties hereto affix their signatures and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

THIS STANDARD FORM OF UNION AGREEMENT HAS PROVIDED FOR THE INCLUSION OF PROBATIONARY APPRENTICES AND A REDUCTION OF THE WAGE SCHEDULE FOR NEW APPRENTICES. THE PURPOSE OF THIS IS TO MAKE CONTRACTORS MORE COMPETITIVE WITH NON-UNION COMPETITION. TO ACHIEVE THAT OB-JECTIVE EMPLOYERS AGREE TO MINIMIZE MULTIPLE MARKUPS.

SMACNA	SHEET METAL
Western Washington, Inc.	WORKERS
Or	LOCAL NO. 66
Independent Contractors	

By \_\_\_\_\_ By \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

SEASFUA04-09

**ADDENDUM #1 - BUILDING TRADES ADDENDUM TO THE STANDARD FORM OF UNION AGREEMENT**

**ARTICLE I**

**SECTION A: Rates of Pay - Seattle/Everett/Bremerton/Tacoma Areas**

	<b>6/1/04</b>	<b>6/1/05</b>	<b>6/1/06</b>	<b>6/1/07</b>	<b>6/1/08</b>
Basic Journeyman Day Shift Rate	\$32.40	*****SEE BELOW*****			

Journeyman swing (second shift) \$33.65  
 Journeyman graveyard (third shift) \$34.40  
 Basic Welder Rate (shop only) \$29.16  
 Foreman - \$3.25 over Basic Journeyman rate  
 (Northwest Supplemental Plan \$0.85 for Foreman).

TO BE WITHHELD  
 FROM ABOVE: NWDC \$ 1.17 per hour  
 EMPLOYER CONTRIBUTIONS: 6/1/04 6/1/05 6/1/06 6/1/07 6/1/08  
 NW Sheet Metal Workers Pension \$ 4.43 \*\*\*\*\*SEE BELOW\*\*\*\*\*  
 National Pension Contribution 3.18  
 NW H & W /Ext \$0.15/VEBA \$0.25 4.75  
 International Training Institute 0.12  
 NEMI 0.03  
 SMOHT 0.02  
 J'man/Apprenticeship Training Fund 0.40  
 Industry Fund 0.49  
 Organizational Trust 0.55  
 NW Supplemental Plan  
 (J/M Day Shift) 0.79  
 Clean Card 0.07  
 TOTAL WAGES & FRINGES \$47.23 \*\*\*\*\*SEE BELOW\*\*\*\*\*  
 (Journeyman Day Shift)

	6/1/2005	6/1/2006	6/1/2007	6/1/2008
WAGES	\$0.50	\$0.70	\$0.85	\$0.95
NWP	\$0.10	\$0.10	\$0.10	\$0.10
NPF	\$0.25	\$0.30	\$0.35	\$0.40
NWHC*	\$0.50	\$0.50	\$0.50	\$0.50
JATC	\$0.05	\$0.05	\$0.05	\$0.05
VEBA	\$0.08	\$0.10	\$0.10	\$0.10
ORG TRUST	\$0.05	\$0.05	\$0.00	\$0.00
IFUS	\$0.02	\$0.02	\$0.02	\$0.00
TOTAL INCREASE	\$1.55	\$1.82	\$1.97	\$2.10

\*Note: NWHC - 50/50 split after first \$0.50 for required contributions all years.

## ARTICLE II Travel Time

The rate of pay for travel time before and after scheduled work hours shall be paid for at one and one-half (1-1/2) times a base travel rate for travel before and after scheduled work hours and shall pay all fringe benefits for each contractual hour of travel time. This base travel rate shall be listed on the wage sheets that are part of this Agreement.

## ARTICLE III Transportation

Transportation to and from jobs during working hours shall be furnished by the Employer, except where employee is requested to use his own car. In which case, forty and one-half cents (\$0.405) per mile or IRS approved mileage allotment, whichever is greater, shall be allowed employee for use of such vehicle. In such case, the allowance shall not be less than two dollars (\$2) a day.

## ARTICLE IV Field Work-Travel Pay

A radius of thirty-five (35) miles around each dispatch point will determine the free zone around that dispatch point or, if applicable, a radius of thirty-five (35) miles around a particular shop.

- (A) When required to work outside of the local shop's free travel area, or a free travel area prescribed for the dispatch point from which he was assigned, each employee shall receive forty and one-half cents (\$0.405) per mile or IRS approved mileage allotment, whichever is greater, plus travel time to and from the job as determined by the shortest route between the free travel zone and the job site.
- (B) Employer not having a signed Agreement with Sheet Metal Workers Local 66 shall use the closest dispatch point to the job site and use for their free zone that free zone which is prescribed for that dispatch point.
- (C) Dispatch points and accompanying free zones will be established as follows:
  1. **In King County:** A radius of thirty-five (35) miles will be plotted on a map using the Seattle Labor Temple location as a dispatch point. Employers whose shops are located within that area will utilize that area as their free zone.
  2. **In Snohomish County:** A radius of thirty-five (35) miles will be plotted on a map using the Everett City Hall as a dispatch point. Employers whose shops are located within that area will utilize that area as their free zone.
  3. **In Kitsap County:** A radius of thirty-five (35) miles will be plotted on a map using 632 Fifth Street, Bremerton, as a dispatch point. Employers whose shops are located within that area will utilize that area as their free zone.
  4. **In Pierce County:** A radius of thirty-five (35) miles will be plotted on a map using the Intersection of 38th Avenue and Interstate 5 location as a dispatch point. Employers whose shops are located within that area will utilize that area as their free zone.
  5. **In Thurston County:** A radius of thirty-five (35) miles will be plotted on a map using Olympia's present Labor Temple as a dispatch point. Employers whose shops are located within that area will utilize that area as their free zone.

6. **In Grays Harbor County:** A radius of thirty-five (35) miles will be plotted on a map using the Aberdeen City Hall as a dispatch point. Employers whose shops are located within that area will utilize that area as their free zone.
  7. **In Cowlitz County:** A radius of thirty-five (35) miles will be plotted on a map using the Union Hall location as a dispatch point. Employers whose shops are located within that area will utilize that area as their free zone.
  8. Employers whose shops are located outside of any of the areas described above within the jurisdiction of Sheet Metal Workers Local 66, shall have a free travel zone radius of thirty-five (35) miles from the employer's shop.
  9. Employers whose shops are located in **Pacific, Lewis, Southern Mason and Wahkiakum** counties shall have a thirty-five (35) mile free zone radius from their shop.
  10. Any Employer conducting work at a job site which is closer to a dispatch point used in establishing a free zone from the Employer's shop may request qualified personnel from the closer dispatch point and pay mileage based on the free zone around that dispatch point.
  11. Employers whose shops are located in **Clallam, Island, Jefferson, Mason, and San Juan Counties** shall have a thirty-five (35) mile free zone radius from their shop.
  12. Employers whose shops are located outside of any of the areas described above within the jurisdiction of Sheet Metal Workers Local 66, shall have a free travel zone radius of thirty-five (35) miles from the employer's shop if that shop is in King or Snohomish Counties.
  13. Any Employer conducting work at a job site which is closer to a dispatch point used in establishing a free zone from the Employer's shop may request qualified personnel from the closer dispatch point and pay mileage based on the free zone around that dispatch point. Once dispatched to an Employer, the individual's dispatch point will remain the one from which he was originally dispatched for as long as that individual remains continuously in the employ of that Employer.
- (D) 1. Shop: A shop set up near a job site shall not be classified as a shop for the purpose of the Agreement unless the shop is in operation for ninety (90) working days excluding shutdowns due to conditions beyond the control of the Employer.
- A shop shall contain sufficient tools to fabricate sheet metal work, i.e., a ventilation shop shall include as a minimum, the following tools: an 8' hand brake, 36" manually operated shear, a lock former, layout bench, and an easy-edger or other turning tool. Tools for other types of shops shall be determined by mutual agreement.
2. To qualify as a shop during the period of its existence, all duct work (including fittings) #18 GA and lighter shall be fabricated in the shop except: spot welding and stitching, the blanking of sheet to size for duct (not fittings) notching same when done by power machinery or equipment such as "Ductmaster", the fabrication of items such as cleats, government locks, hangers, angle iron flanges, louvers, duct turns, dampers, grill faces, diffusers, round pipe, and round pipe fittings for high pressure ventilating systems.
  3. All employees involved in installations on Whidbey Island driving a private vehicle will receive ferry toll both ways plus ten (10) miles of mileage per day. Employer will pay all ferry tolls for employees traveling in company vehicle.

This payment will not be made if the Employer who is making the installation also fabricates on Whidbey Island.

#### **ARTICLE V Subsistence**

- (A) Subsistence will be paid when the cost of daily mileage and travel time are in excess of the subsistence rate. The Employer shall provide first class board and lodging or pay an employee sixty-five dollars (\$65) a regular work day or four hundred and fifty-five (\$455) for a seven (7) day week and these monies shall be paid in advance, if requested. In the event subsistence is paid in connection with work performed in a geographical area covered by another labor agreement to which this union is signatory that provides for different rates of subsistence, then the employer shall provide first class board and lodging or pay the employee the higher amount of subsistence whether on a daily or weekly basis. The amount of daily subsistence will be increased by two dollars (\$2) per day June 1st for years 2005, 2006, 2007 and 2008. The weekly subsistence amount will increase according to increases in the daily rate.
- (B) The Employer shall pay subsistence to the employee for the day he is directed to the job and any and all out-of-pocket expenses for the day he returns to the shop. Employee shall not be entitled to return expenses if he voluntarily quits.
- (C) When an employee is required to travel by bus, train, or plane he shall receive transportation and travel pay (up to 8 hours in a 24 hour period) at the beginning from the bus terminal, railroad station, or airplane feeder closest to the Employer's shop and on termination back to the same point. The employee shall have the opportunity to get in the full eight hours including travel and job site time.

#### **ARTICLE VI Parking-Toll Charges**

- (A) The Employer will pay the necessary off-the-street parking charges for the first and last day of the job away from the shop upon presentation of receipt and the Union agrees that employees will accept and utilize in lieu thereof any reasonable parking facility provided at or in the vicinity of the job site by the Employer. The Employer will notify the employees, in advance, the assigned parking area.
- (B) During working hours, the Employer will pay all necessary bridge toll charges and all necessary fees for parking company vehicle, on company business, with or without receipt.
- (C) The employer will pay all necessary ferry charges.

**ARTICLE VII**  
**Collection Procedures For All Fringe Benefits,**  
**and Industry Fund**

**SECTION 1:**

- (A) Payments for Health Care Fund contributions, including dental, vision, and life insurance, shall be as determined by the Union. Any increases beyond the first fifty cents (\$0.50) per year in such payments shall be paid equally between the Employer and the Employee for the duration of the contract.
- (B) Payments for existing Pensions shall be as determined by the Union for all hours for which employees worked. The Employer shall make contributions to the pension trust fund agreed to between the Employers and the Union.
- (C) In the event any person subject to this Agreement has a claim for benefits under the Health Care Plan Fund refused as a result of an Employer's delinquency in payments, such Employer shall be liable for an amount equal to said claim plus such sums as the Local Joint Adjustment Board or the Court, as it may apply, may judge reasonable for collections.
- (D) International Training Institute Contributions shall be made in accordance with the Standard Form of Union Agreement.

**SECTION 2.** All contributions to the funds, listed in this section, for each month are due and payable on or before the fifteenth day of the following month. All of the fund contributions become delinquent if not paid in full by the twenty-fifth (25th) of the following month, with the exception of 401(k) employee contributions which are delinquent if not paid by the twentieth (20th) of the following month. Any delinquent contractor shall be liable for and agrees to pay a fifteen percent (15%) penalty plus interest of one percent (1%) per month from the date of delinquency. Thirty (30) days following the due date, 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 are withdrawn the full amount of all wages for the time actually lost as a result of such action. If the services of the employees are withdrawn, the Employer shall not have the right to terminate any of his employees after date of notice, until collection of such funds have been completed. The delinquent contractor expressly agrees to pay all costs of collecting the delinquent contributions incurred by the Union or the Association, including reasonable attorney's fees. A delinquent contractor shall be required to post cash or a surety bond in the amount of three (3) months contributions, as estimated by the Union, for a twelve (12) month period following the signing of this Agreement by the new contractor.

The following is the list of Funds in the order of priority in which to be deposited:

1. Northwest Supplemental Plan
2. Assessment (NWDC)
3. Health Care Fund
4. Pensions
5. Local Apprentice and Training Fund, Western Washington JATC
6. International Training Institute/NEMI/SMOHI
7. Clean Card
8. Industry Fund
9. Organizational Trust Fund

All payments to be submitted on a single check accompanied by the Standard Monthly Employer's Report Form to be prescribed depository as shown on the report form. A duplicate copy of the Monthly Employer's Report Form shall be sent by the depository to the office of Sheet Metal Workers Local Union 66, and SMACNA-Western Washington, for their records.

**ARTICLE VIII**  
**Northwest Sheet Metal Workers'**  
**Health Care Fund Including Dental,**  
**Vision and Life Insurance**

- (A) Effective June 1, 2004, the Employer agrees to pay in accordance with the Addendum to the Northwest Sheet Metal Workers Health Care Fund. Overtime hours will be paid at the same respective rates. The said Health Care Fund shall be used exclusively to provide Health Care, Dental, Vision and Life Insurance benefits for eligible members and their dependents as provided for in "Agreement and Declaration of Trust." The said Health Care Fund shall be administered jointly by an equal number of representatives of the Employer and the Union pursuant to said Agreement and Declaration of Trust. The Employer payments to the said Health Care Fund shall be made monthly as prescribed in Article VII of the Addendum. The said Trust Agreement shall provide for annual audited reports of income and expenditures of the Health Care Fund. The Trustees shall furnish to participating Employers and all eligible members a schedule of benefits and description of the Health Care Plan. The Employer agrees to furnish the Trustees with a monthly report containing the name, classification, social security number, and the number of hours worked of each employee, and such other payroll information only as the Board of Trustees may require. The undersigned Employers hereby agree to accept as Employer representatives of the Board of Trustees the persons designated in the Agreement and Declaration of Trust of their successors, as representatives of the Employers who are signatory to a Collective Bargaining Agreement, which requires the Employer payments to the "Northwest Sheet Metal Workers Health Care Fund." Such representatives designated as Trustees shall, upon acceptance of the trusteeship together with their successors selected in the manner provided for in said Trust Agreement, represent the undersigned Employers and other Employers, and/or Employers Association in the administration of the said Health Care Funds.
- (B) If the Federal Government establishes a mandatory health program which requires employer contributions and said federal health program duplicates the present Health and Welfare coverage of the employees covered by this collective bargaining agreement, the Agreement will be open to eliminate any duplicate coverage created by federal legislation.

- (C) Health & Welfare is \$4.75 per hour effective June 1, 2004. Any additional increase to the fund over the fifty cents (\$0.50) per hour paid by the employer, will be equally paid between the Employer and the Employee.

#### **ARTICLE IX**

##### **Journeyman's Examination Clause**

An examining committee shall be permanently established by the Union and the Associations composed of four (4) Union representatives and four (4) Employer representatives.

The function of this Examining Committee shall be to establish procedures for conducting examinations to sheet metal workers seeking a Journeyman's rating for the purpose of determining the qualifications of such applicant and establishing whether or not he is entitled to be rated as a qualified journeyman sheet metal worker.

All applicants for a Journeyman's rating, without regard to membership or non-membership in a union, seeking employment as a journeyman sheet metal worker, shall be required to successfully complete the examination as generally outlined above, and to secure a Qualified Sheet Metal Journeyman rating from the Joint Examining Committee.

There shall be no transfers to the Union from another local union without the transferee taking the required examination, except for five (5) year journeymen and except for Governmental and Maintenance employees, and excluding applicants who have completed their apprenticeship training.

An applicant for employment as a journeyman sheet metal worker shall be required to submit to the Local Union a copy of his Certificate of Qualification from the Joint Examining Committee giving such examination, and the Union shall be required to furnish a copy of the Certificate of Qualification to the Employer upon a request made by an Employer signatory to this Agreement.

Any applicant who shall have failed to successfully complete the examination described herein, shall have a period of fifteen (15) days from the date of such notification of failure to successfully complete said examination being sent to him in writing by depositing a copy of same, addressed to his last known address in a U.S. Post Office or Mail Box, to appeal the results of such examination and seek review of same to the Labor-Management Committee referred to in Article XIV; and the disposition of the appeal in conformity with the directives of the Labor-Management Committee shall be final and binding upon all parties without further recourse. Applicants may be granted re-examination at the discretion of the Examining Board.

#### **ARTICLE X**

##### **Welders-Welder's Registration Fee and Certification**

- (A) Welders shall be classed as Journeymen and shall receive remuneration as Journeymen except those Welders who, in the shop, weld on repetitious assembly work and/or weld for a Journeyman who does the fitting in preparation for the weld and/or completes the weld. Such welders shall receive as wages not less than ninety percent (90%) of the Journeyman's scale adjusted to the nearest one cent (\$0.01); and in addition, the Employer shall pay all fringe benefits for each contractual hour.
- (B) The Employer shall pay all costs incurred in the certification of welders, except that the individual welder shall pay for any required registration of welder's fee. If the welder fails to pass the test, the Employer will not be required to pay wages for his testing time.
- (C) Applicants for membership in the Sheet Metal Workers Union Local No. 66 as Welders must prove their capabilities. A valid card of certification shall be accepted as proof. It shall be the responsibility of the employee to maintain his welding certification in a current status.

#### **ARTICLE XI**

##### **Local Labor-Management Committee**

Both parties to this Agreement hereby agree to establish a Labor-Management Committee to the end of strengthening and protecting the Sheet Metal Industry. This Committee shall consist of three representatives each plus alternates from both Labor and Management. An additional representative may be named from either side to attend meetings without voice or vote. This Committee shall meet monthly or as determined.

Special meetings are subject to call. The Labor-Management Committee is charged with the responsibility of any and all matters pertaining to the sheet metal industry within the jurisdictional boundaries of Local No. 66. The foregoing applies to all firms employing Local No. 66 members, and any firm accused of violating the Standard Form of Union Agreement and/or Addendum of this Agreement.

Both parties to this Agreement agree that they will create a separate Committee within sixty (60) days of the signing of the Agreement and that said Committee will be charged with developing a mandatory program for the continued training of sheet metal journeymen.

#### **ARTICLE XII**

##### **Western Washington Apprentice and Training Fund**

- (A) The Apprentice and Training Fund shall be administered by the Trustees of the Joint Apprentice Fund.
- (B) All apprentices shall attend school on a schedule prescribed by the appropriate Apprentice and Training Committee.
- (C) Effective June 1, 2004, all Employers shall contribute forty cents (\$0.40) per man hour worked for each employee covered by this Agreement of which five cents (\$0.05) per hour will be used to develop journeyman upgrade training. An additional five cents (\$0.05) shall be contributed by the employer June 1, 2005, 2006, 2007 and 2008. The above contributions shall be made to the Apprentice and Training Fund Trust.
- (D) Both the Employer and the Union shall appoint Committee members in accordance with the Standard Form of Union Agreement.
- (E) An Employer may hire one relative of an owner who might logically succeed to ownership as an apprentice and the Joint Apprenticeship Committee agrees to indenture the same.

- (F) Regardless of Article XII of the Standard Form of Union Agreement, the ratio of apprentice to journeyman shall be as follows:  
Any Employer employing six (6) or less journeymen shall be entitled to two apprentices.  
Any Employer employing more than six (6) journeymen shall follow the ratio of apprentice to journeyman as outlined in the Standard Form of Union Agreement.
- (G) If an Employer calls for apprentices, the first apprentice on the out of work list will be dispatched. If no apprentices are available to be dispatched to the Employer within seventy-two (72) hours, the Employer shall contact the Chairman and Secretary of the Apprentice and Training Fund and they shall call a meeting immediately to comply with the contract with respect to probationary and apprentice availability.
- (H) Any Employer employing more than five (5) apprentices must employ, a first, a second, a third, a fourth, and a fifth year apprentice if they are available and shall make every effort to follow this procedure in the employment of all apprentices; for example, if you have ten apprentices, you would have; two first year; two (2) second year; two (2) third year; two (2) fourth year and two (2) fifth year if available. Not more than twenty (20) apprentices will be allowed to be employed at any one time by the same employer except on approval of the apprenticeship committee.
- (I) To engage in such action to ensure that recruitment, selection, employment and training of apprentices during apprenticeship shall be without discrimination because of race, color, religion, national origin or sex.

**ARTICLE XIII**  
**Miscellaneous**

- (A) Firms posting a \$2,000 surety bond or \$2,000 in cash escrow guaranteeing wages and fringe benefits may be entitled to an additional hold back on wages of three (3) days provided this is established as a regular procedure for the firm.
- (B) Any contractor signatory to the Standard Form of Union Agreement who has worked within the area covered by this Agreement, shall upon the request of Local No. 66 furnish a certified copy of each week's payroll and contractual benefits paid to Foremen, Journeymen, and Apprentices or others who fabricate and/or install materials. If the request for a certified copy of payroll is not complied with in five (5) days, the Union may withdraw the services of the employees subject to this Agreement. If this is done, the Employer agrees to pay those employees whose services are withdrawn, the full amount of wages for the time actually lost as a result of such action. Nothing in this section shall be construed as to change the provisions of Article VIII, Section 3, of the Standard Form of Union Agreement.
- (C) Of the fifty-five cent (\$0.55) contribution rate to the Northwest Organizational Trust Fund per hour for 2004 (to be increased an additional \$0.05, 2005 and 2006), up to ten cents (\$0.10) per hour will be allocated to the Youth to Youth Program.
- (D) The Employer shall replace tools stolen while locked in shop or locked job shack or locked job tool box if forced entry is proven at a cap of six hundred and seventy-five (\$675) dollars.
- (E) Hand cleanser materials and paper towels will be made available at the shop for employees to take to field jobs.
- (F) Supervision: Employers and/or Supervisors shall not be restricted from supervising the activities of workmen coming within the scope of this Agreement.
- (G) All regular paychecks shall have a detachable stub or equivalent, which sets forth the amount of the check, hours worked and an itemized list of all deductions.
- (H) Each Employer signatory to this Agreement will maintain a recognized place of business which complies with ordinances, laws, or regulations concerning safety as well as health and sanitation as required by City or other governmental agencies. The Employer agrees to provide for heat in an area of the shop where his employees may hang their clothes and eat their lunches. Only one Employer in a firm shall use tools to perform work covered by this Agreement and then only in the home shop and only during regular day shift working hours specified for journeymen. Said working Employer must be so designated at the time of signing the Standard Form of Union Agreement.
- (I) Any Employer who works an employee subject to this Agreement less than the established wage scale shall be declared unfair to the Union.
- (J) Agreements shall be signed by an authorized officer of SMACNA-Western Washington, for its members and for other employers who have given the Employers' Association authorization to sign for them. SMACNA-Western Washington, having authorization to sign for an Employer agrees to send a copy of this Agreement together with any addenda to each such Employer. A certified list of firms for whom the Association signs shall be attached to the master copies of the Agreement. SMACNA-Western Washington, agrees to furnish Sheet Metal Workers Local No. 66 a certified list of those contractors for whom they have signed bargaining authorizations on or before May 1, 2009. It is further agreed that both parties shall submit prior to May 1, 2009 all negotiable items in writing. These demands shall be written in detail and only such items will be negotiated unless mutually agreed upon by both parties. Local No. 66 agrees to notify SMACNA, Western Washington, within twenty days of any and all new contractors signed to the Standard Form of Union Agreement.
- (K) Where the length of the sheet metal installation job is fifteen (15) consecutive calendar days or more, and where three or more men are employed, a secure, dry place must be made available for employees to change clothing and eat their lunch which is large enough to facilitate entire crew. Heat must be provided for drying wet clothing, shoes, boots, etc., where weather or work is such as to require drying facilities.
- (L) It shall be a violation of this Agreement for any Employer agreeing to have any journeyman or apprentice perform any sheet metal work covered by the claimed jurisdiction of the Sheet Metal Workers' International Association on a piece work basis, a lump sum basis, or any other basis except that provided and specified in this Agreement.
- (M) Grievances filed by an employee or on behalf of an employee under Article X, Standard Form of Union Agreement, must be filed within thirty (30) days of the occurrence of the facts on which the grievance is based or within thirty (30) days of when the affected individual became aware of the essential facts, whichever is the longer period of time.

This same limitation will apply to any grievance filed by an Employer against an employee. This limitation will not apply to any grievance filed by the Local Union or the Employer Association on its own behalf.

- (N) Any organization or Trust covered by this agreement may, during the length of this contract, petition the local Labor-Management Committee to address conditions of employment as covered by the agreement. The local Labor-Management Committee shall meet within fourteen (14) days from the date of receiving the petition and shall be empowered to make any additions, deletions or changes to the contract that it deems appropriate with reference to the petition request. All actions taken by said committee to require a simple majority vote with labor and management casting an equal number of votes. Decisions rendered by the local Labor-Management Committee are not subject to appeal.
- (O) It is understood that all mandatory meetings shall be paid at the applicable wage rates per RCW 49.12 and WAC 296-126-002.

#### **ARTICLE XIV Business Representatives**

Authorized Business Representatives shall have access to shops and jobs where employees covered by this Agreement are at work, it being understood they will first make their presence known to the office or Foreman. Such visits shall not unnecessarily interfere with work or production.

#### **ARTICLE XV Driving 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 to pay for the time while driving. Any employee driving a company vehicle at the direction of the Employer from the shop to the job before the start of his regular shift or to the shop after his regular shift shall receive overtime pay. All company vehicles used in transporting men, tools, or materials to and from job site shall bear the company's name in legible letters.

#### **ARTICLE XVI Hiring Procedure**

- (A) Sheet Metal Workers International Association Local Number 66, 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. Upon request of the Employer, duly qualified journey level workers (graduated apprentices or the equivalent) in sufficient numbers as may be necessary to properly execute work contracted by the Employer in the manner and under the conditions specified in these procedures. 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 in such cases, the Employer shall, within forty-eight (48) hours, furnish the Union, in writing, the name, social security number and the date of hire of such employees. The forty-eight (48) hours herein mentioned shall be exclusive of Saturdays, Sundays and holidays. The Employer may request (by name) duly qualified journey level workers presently unemployed under the conditions set forth in these procedures.
- (B) Each firm signatory to a Collective Bargaining Agreement with the Union or any other union chartered by the Sheet Metal Workers International Association and is performing work in the jurisdiction of Local 66 agrees to use the service of such hiring hall and will call upon the Union to furnish all the qualified workers they require to do work specified within the scope as defined in Article I of the SFUA.
- (C) The Union shall refer applicants for employment without discrimination against such applicants by reason of or in any way affected by union membership, by-laws, regulations, constitutional provisions, or any other aspect or obligation of union membership, policies or requirements.
- (D) The Employer shall have the right to reject any applicant for employment. Employees may solicit jobs openly provided they meet the employment conditions contained within these Hiring Hall and Dispatch Procedures.
- (E) Employees shall not be required to fill out an employment application. The Union shall keep a file on each employee showing pertinent personnel information and all classes and training the employee has had. This shall be faxed or sent electronically to the employer upon request.
- (F) All applicants for employment who obtain employment through this hiring hall will be required to meet the member in good standing obligations set forth in the collective bargaining agreements under which they become employed.
- (G) The Union agrees to post a copy of these procedures at all Local 66 Hiring Halls.
- (H) Building Trades - Only qualified unemployed Building Trades Journey level workers, as defined below, may sign the Building Trades Journey level out of work list. Unemployed means not employed in a position covered by a labor agreement to which Local 66 or other local union affiliated with the SMWIA is signatory or in a related position such as superintendent with a signatory employer or with a trust or a committee funded through contributions provided for in a Sheet Metal Local labor agreement. Anyone signing the out of work list as a Building Trades Journeyman must: a) have completed a state certified apprenticeship program or b) have passed the Building Trades Journey level test which is available in Kirkland, Spokane, Lacey and Tri-Cities or, c) demonstrate conclusive proof of six (6) years experience in Building and Construction Sheet Metal Work, and their placement and advancement on the unemployed list shall not be in any way affected by union membership or non-membership.
- (I) All other out of work lists may be signed by individuals "off the street." NOTE: Please inform those wishing to sign the Shipyard list that the Shipyards only hire qualified Journeyman, however if an individual feels that he or she qualifies, they may sign the book.
- (J) To sign an out of work list individuals must either be members in good standing of Local 66 or pay a monthly registration fee equivalent to out of work dues appropriate to list they wish to sign
- (K) Persons signing the Building Trades out of work list in any area for the first time or persons transferring into the jurisdiction of Sheet Metal Workers Local 66 shall not be dispatched by the Union to jobs they have solicited or to

which they are called by name by an employer, in areas of open solicitation, until having been in the jurisdiction for six (6) consecutive months.

- (L) Persons who transfer out of Local 66's jurisdiction shall retain their right of solicitation within Local 66's jurisdiction upon return: provided that they transfer back into Local 66's jurisdiction within a six (6) month period. In the event that a person returns after a six (6) month absence, he or she shall be subject to the provisions of Section K of these procedures.
- (M) Persons quitting a job may solicit jobs and / or be called by name by an employer only after three (3) working days have elapsed following their signing the out of work book.
- (N) Dispatch slips for employees will contain all pertinent information regarding name, address, social security number, Employer and person requesting employee, all wages and fringes, job or shop location, etc. Dispatch slips will be furnished to Employee in triplicate and are to be distributed as indicated on each.
- (O) All persons dispatched by the Union shall be required to provide the Union with evidence of termination, voluntary quit and of refusal to hire and the reason(s) therefore prior to being dispatched to other job.
- (P) All dispatches pursuant to open calls from employers requesting persons who are not called by name shall be dispatched on a first in, first out basis from the appropriate out of work list, if they have indicated on their qualification card that they can perform the type of work required under the dispatch. Qualification cards may be completed at the time of signing the out of work list and may also be updated by an individual at any time. However, any person that refuses such open calls three (3) consecutive times will be moved to the bottom of the out of work list. The Union shall keep dates of such refusals.
- (Q) Termination slips must be filled out by the Employer and returned to the Local Union Hiring Hall with reason for termination and comments noted as necessary.
- (R) 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.
- (S) Persons who accept jobs that last 10 days or less ("short jobs"), will retain their previous position on the out of work list. However, they will lose their place on the list after having worked three short jobs or a total of 20 days on consecutive short jobs. A person's name will be removed from the out of work list after ten days employment. Persons who work out of classification shall retain their position on their original out of work list.
- (T) Persons may sign their name on the list in any of Local 66's hiring hall locations; however, they may only have their name on one list at any one time, and cannot have their names on any other list of any other local union affiliated with the Sheet Metal Workers International Association. Persons wishing to move their name from one list to another must notify the office where their name is currently listed or send a written request asking to be removed and to include which list they wish to have their name to be placed on.
- (U) Any person laid off for the purpose of changing dispatch points by an employer cannot be re-dispatched to that employer for a minimum of ten working days.
- (V) Any worker (Union or non-union) and any party signatory to a Collective Bargaining Agreement with Local Union 66 and therefore party to these procedures shall have the right to appeal in accordance with Article X of the Standard Form of Union Agreement. Such appeal shall be by registered letter.

#### **ARTICLE XVII** **Shift Work**

Shift work will be permitted provided three (3) consecutive days of shifts are worked on the following basis:

Before there can be a second or third shift on the job site, there must be a preceding shift or shifts at said job site; and before there can be a second or third shift at the shop, there must be a preceding shift or shifts at the shop. A second shift must follow a first shift, and a third shift must follow a first and second shift.

- (A) The regularly established starting time of the day shift shall be recognized as the beginning of the twenty-four (24) hour workday period.
- (B) When irregular or broken shifts are worked, overtime rates shall apply before the regular starting time and after the regular quitting time of the shift on which the employee is regularly employed unless mutually agreed to the contrary prior to the starting time on such job.
- (C)
  1. First shift or regular daylight shift; eight (8) hours work within an eight and one-half (8-1/2) hour period. Pay for a full shift shall be a sum equivalent to eight (8) times the hourly rate.
  2. Second shift (swing) shall be eight (8) hours worked within an eight and one-half (8-1/2) hour period at eight (8) times the second shift hourly rate plus one dollar and twenty-five cents (\$1.25) premium per hour. Second shift premium shall be increased by twenty-five cents (\$0.25) on June 1, 2005.
  3. Third shift (graveyard) shall be eight (8) hours worked within an eight and one-half (8-1/2) hour period at eight (8) times the third shift hourly rate plus a two dollar (\$2) premium per hour.
- (D) A one-half (1/2) hour meal period shall be allowed approximately midway in each shift. Such meal periods shall not be staggered.
- (E) The first two (2) hours of overtime worked Monday through Friday and the first eight (8) hours worked on first shift on Saturday shall be paid at one and one-half (1-1/2) times the regular shift rate. The first shift on Saturday shall start the same time as the established Monday to Friday shift. One and one-half (1-1/2) times the regular shift rate will also apply to Saturday second shift, when following Saturday first shift. All other work performed outside the regular workweek and Sundays and holidays, shall be paid at two (2) times the regular rate of pay.

Upon completion of the regular eight (8) hour shift, the employer shall provide, at the expense of the employer, a fifteen (15) minute break for employees who will be working a minimum of two (2) hours overtime.

If an employee works more than four (4) hours overtime (twelve hours (12) in one day), the Employer shall provide, at the expense of the Employer, one-half (1/2) hour break for meals plus the price of the meal.

- (F) Shift work on Occupied Premises Only: As long as mutually agreeable by the Employer and the Union, any eight (8) hour shift to be at second shift rate of pay.

#### **ARTICLE XVIII**

##### **Foreman**

- (A) 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 four (4) or more sheet metal workers (union employees). A Foreman shall not supervise a crew in excess of twelve (12), i.e., two (2) Foreman for crew of thirteen (13) to twenty-four (24), three (3) Foreman twenty-five (25) to thirty-six (36) etc. When an Employer signatory to the Standard Form of Union Agreement sends one or more of its employees out of its Local's jurisdiction or into the jurisdiction of another Local on a job consisting of three (3) consecutive days or more, at least one of such employees shall receive foreman's pay.
- (B) The foreman shall receive three dollars and twenty-five cents (\$3.25) per hour over the journeyman's scale effective June 1, 2004 and three dollars and fifty cents (\$3.50) per hour over the journeyman's scale effective June 1, 2007.

#### **ARTICLE XIX**

##### **Employee Termination**

- (A) If an employee works ten (10) working days or less and is laid off, the employee shall receive sixty percent (60%) of his straight time pay. Wages to be paid within twenty-four (24) hours and to be made available at the employer's place of business. Remaining wages due to be paid to the employee at the next regular payday. Employees who are otherwise discharged shall be paid by 4:30 p.m. on the next regular payday. Employee will instruct Employer if he will pick up check or wants check mailed. If envelope containing check is postmarked day payment is due, it will meet "next regular pay day" requirements. If check is not available to employee as specified above, employee shall receive standby pay which will include all premiums being received by the employee (i.e. foreman pay, shift differential pay) at the rate of eight (8) hours per day for each work day elapsed until he receives check.
- (B) Employees to be terminated for lack of work shall be verbally notified of such termination at least four hours prior to termination. In case of failure to give such notice, the employee shall receive an additional two hours' pay.
- (C) If an employee quits on his own free will, the Employer need not have such employee's check available until the payday for that pay period. The Employee may elect to have his check sent to his home or can pick it up at the Employer's place of business. If check is not ready as due, the same rule as discharged employees shall apply.
- (D) When an Employer terminates an employee, said employee shall receive a termination slip at the end of the shift stating the reason for termination.

#### **ARTICLE XX**

##### **Industrial Injuries**

No employee shall suffer any loss of pay on the day the injury occurs while going to a doctor for any emergency treatment of any injury occurring in the shop or on the job requiring other than first aid treatment. If any employee is injured in the shop or on a job to such an extent that the doctor recommends that the said employee cease work for the day, such employee shall be paid for eight (8) hours work for that day.

#### **ARTICLE XXI**

##### **Shop Steward**

Stewards may be appointed within the rules of the Union to any job or shop of the Employer. The Union agrees to recognize that the person designated as Steward shall receive his fair share of the work that he is qualified to perform. The Employer agrees to recognize that Stewards are desirable for the proper administration of the terms of this Agreement, and that no member of the Union will remain on any job where the following rules do not apply:

- (A) The Union may appoint one or more Stewards to cover each Employer's operations and will notify the Employer.
- (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 Agreement in effect, and to report all such grievances to the Union.
  2. Check safety, cleanliness, sanitation, heat, lighting, etc., regularly; and to report any unsafe or unclean conditions to the Employer and to the Union.
  3. Where a Steward has been appointed, new employees shall give the Steward a copy of the referral slip.
  4. Handle the personal belongings and supervise the immediate care and disposition of a sick or injured employee.
  5. When a Steward is to be terminated, he shall be given notice on the working day prior to the working day at the close of which he will be terminated.
  6. The Steward shall not assume any other authority than herein specified.
  7. Where more than one (1) man works overtime on a job away from a shop and there has been a Steward appointed, the Steward shall be given the opportunity to work, if qualified.

#### **ARTICLE XXII**

##### **Material Handlers**

- (A) Material Handlers shall not work on the fabrication of material or perform work coming within the jurisdiction of this Agreement with the following exceptions:
1. Painting
  2. Shop cleanup
  3. Picking up and storing of raw materials

4. Driving a company vehicle for the pick up and delivery of materials
  5. Sealing of duct and sound lining (shop only)
  6. Operation of press break and shear not to include setup
  7. Shop fabrication of "S" and drive cleats, hangers, inserts, and fabrication of flanges on duct work, and cutting from stock turn vanes, tie rods, etc.
  8. Operation of automated equipment as listed: rectangular coil line, plasma cutter, round and oval pipe machine and seam closer
  9. Distribution of materials to the staging area but not to include layout of materials
  10. Demolition
  11. Removal of material
  12. Material Handlers who fabricate on Prevailing Wage jobs (Davis-Bacon excluded) must be compensated at the Prevailed Rate
- (B) Material Handlers who are new applicants and are signing the out of work list for the first time must show proof of a valid driver's license and current auto insurance before being dispatched to the employer.
- (C) Material Handlers may perform any work listed in this Article, Section A, for which they are capable and will work under the general direction of a journeyman.

#### **ARTICLE XXIII**

##### **Employment of Immediate Relative of Owners**

An Employer may hire no more than two immediate relatives to work during the normal school vacation period, but in no case shall they exceed one (1) relative for four (4) Journeymen. They shall be restricted to work in the shop but may do the work normally performed by a Material Handler on the job site.

Immediate relatives of an Employer shall be defined as: spouse, son, daughter, grandson, granddaughter, son-in-law, daughter-in-law, stepson, and stepdaughter.

Immediate relatives of the Employer shall be registered with the Union Office at the time of hire. The Employer shall immediately notify the Union when the relative is terminated.

The rate of pay for immediate relatives shall be no less than the starting apprentice wage under this contract.

The Employer may utilize any other SMWIA Local 66 member in his employ, excluding Material Handlers, the same as probationary apprentices provided the Employer does not have the full ratio of apprentices as long as the employee involved does not sustain a wage loss thereby.

It is agreed between the parties that the Integrity Disclosure Clause attached hereto shall be a part of this Agreement.

This Addendum shall become effective on the 1st day of June 2004, and shall remain in full force and effect until the 31st day of May 2009.

#### **INTEGRITY CLAUSE**

**SECTION ONE:** A "bad-faith employer" for purposes of this Agreement is an Employer that itself, or through a person or persons subject to an owner's 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 hereinabove using employees whose wage package, hours, and working conditions are inferior to those prescribed in this Agreement or, if such business entity is located or operating in another area, inferior to those prescribed in the agreement of the sister local union affiliated with Sheet Metal 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-subsiary 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 hereinabove using employees whose wage package, hours and working conditions are inferior to those prescribed in this Agreement or, if such other business entity is located or operating in another area, inferior to those prescribed in the agreement of the sister local union affiliated with Sheet Metal Workers International Association, AFL-CIO in that area.

**SECTION TWO:** Any Employer that signs 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 I 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 \$500 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.

#### **ADDENDUM #2 – RESIDENTIAL ADDENDUM TO THE STANDARD FORM OF UNION AGREEMENT**

This addendum amends the Standard Form of Union Agreement 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 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  
Coverage**

This addendum covers the rates of pay, rules and working conditions of all employees of the employer engaged in the fabrication, erection, installation, repairing, replacing, alterations and servicing of all residential and light commercial heating and air conditioning systems.

**ARTICLE II  
Residential – Service – Light Commercial Definition**

Work performed under this addendum shall include:

**SECTION 1.** 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, hallways and lobbies associated with residential units, also inclusive. Residential classification shall start at the point of connection to central building mechanical systems. Central building mechanical systems, or common areas such as cafeterias, office areas, meeting rooms, hydronic loops, and all required components to include but limited to boilers, pumps, and cooling towers shall be defined as building trades work. There shall be no height restriction for residential work.

**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.

**SECTION 3.** Light commercial work performed on buildings ten thousand (10,000) square feet or less (the ten thousand square feet shall be determined by the outside dimensions of the building) not to exceed three (3) stories in height, restricted to the individual owner or individual occupant, restricted to the conditioned space of the building, restricted to separate bid and not to exceed one (1) ton per two hundred (200) feet of floor space.

- A. The contractors shall submit a list of all light commercial projects to the union office before commencing work. This addendum pertains to HVAC and architectural metal work only.
- B. Light Commercial definition does not apply to shop fabrication.

**ARTICLE III  
Work Assignment**

**SECTION 1.** The employer agrees that none but residential journeymen sheet metal workers, residential apprentices and residential inductees shall be employed on any work described in Article I of this addendum.

**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 membership with Sheet Metal Workers Local Union 66. All applicable wage and fringe payments will be retroactive to the first day that the employee is hired.

**SECTION 3.** It is the intent of both parties that the term foreman shall mean any residential journeyman employee of an employer signatory to this agreement who is designated by such employer to supervise the activities of four (4) or more sheet metal workers (union employees), and coordinates the activities between the general contractor, subcontractors, 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 one and a half dollars (\$1.50) per hour over the level four (4) journeyman rate of pay.

**ARTICLE IV  
Rates of Pay**

**SECTION 1.** "Red Circle" Seattle/Everett/Bremerton/Tacoma area residential journeymen who are registered with the union prior to 3/1/04.

**SECTION 2.** "Red Circle" Seattle/Everett/Bremerton/Tacoma area residential installers into the appropriate apprentice level, as determined by the JATC, who are registered with the union prior to 3/1/04.

**SECTION 3.** Modified Healthcare: the cost of the basic healthcare plan, as determined by the Trustees of the Northwest Sheet Metal Healthcare Plan, will be as follows: 80% paid by employer and 20% paid by employee. The basic healthcare plan will be exclusive of VEBA and extended benefit coverage.

**SECTION 4.** Organizational Trust Fund: contributions by the employer will be required into the Northwest Organizational Trust Fund on all hours worked by all employees engaged in light commercial work as defined in Article II, Section 2 (A) of this addendum. Contribution rate to be as specified in Addendum I, Article I, Section A of the contract.

**SECTION 5.** Residential Journeymen – Four Levels of Classification

<b>Level I</b>	Base Wage Rate:	\$17.23	(80% of Level IV) <\$ 0.87> for H/W
Employer Fringe Contribution:	NW Pension	\$1.00	
	H/W	\$4.35	
	JATC	\$0.30	
	ITI/NEMI/SMOHI	\$0.17	
	Clean Card	\$0.07	
	IFUS	\$0.25	
<b>TOTAL WAGE &amp; FRINGE</b>		<b>\$22.50</b>	

Residential Journeymen Level I must complete 2,000 hours of service and successful completion of 24 hours of continued journeymen education to advance to Residential Journeymen Level II. (80% attendance required for successful course completion.)

**Level II** Base Wage Rate: \$18.31 (85% of Level IV)  
<\$ 0.87> for H/W

Employer Fringe  
Contribution: NW Pension \$1.50  
H/W \$4.35  
JATC \$0.40  
ITI/NEMI/SMOHI \$0.17  
Clean Card \$0.07  
IFUS \$0.35

TOTAL WAGE & FRINGE \$24.28

Residential Journeymen Level II must complete 2,000 hours of service and successful completion of 24 hours of continued journeymen education to advance to Residential Journeymen Level III. (80% attendance required for successful course completion.)

**Level III** Base Wage Rate: \$19.39 (90% of Level IV)  
<\$ 0.87> for H/W

Employer Fringe  
Contribution: NW Pension \$2.00  
H/W \$4.35  
JATC \$0.40  
ITI/NEMI/SMOHI \$0.17  
Clean Card \$0.07  
IFUS \$0.49

TOTAL WAGE & FRINGE \$26.00

Residential Journeymen Level III must complete 2,000 hours of service and successful completion of 24 hours of continued journeymen education to advance to Residential Master Journeymen IV. (80% attendance required for successful course completion.)

**Level IV** Base Wage Rate: \$21.54 <\$ 0.87> for H/W

Employer Fringe  
Contribution: NW Pension \$3.09  
H/W \$4.35  
JATC \$0.40  
ITI/NEMI/SMOHI \$0.17  
Clean Card \$0.07  
IFUS \$0.49

TOTAL WAGE & FRINGE \$29.24

Note: none of the above listed wage rates to be a percentage or proportion of the Building Trades Journeymen rate.

The rate of pay for Level IV journeymen will increase \$0.25 on June 1, 2005, 2006, 2007 and 2008.

#### ARTICLE V Apprentices

**SECTION 1.** All duly indentured apprentices shall be under the rules and conditions as outlined in Article XI of the Standard Form of Union Agreement.

**SECTION 2.** The length of the program will be three (3) years. The program will be made up of the following wage and fringe increments, all percentages based on the Residential Journeymen Level I wage rate:

**First Six Months:** Base Wage Rate 55% \$9.48  
<\$0.87> for H/W

Employer Fringe  
Contribution: NW Pension \$0.25  
H/W Employer Contribution \$4.35  
JATC \$0.20  
Clean card \$0.07

TOTAL WAGE & FRINGE \$13.48

**Second Six Months:** Base Wage Rate 60% \$10.34  
<\$ 0.87> for H/W

Employer Fringe  
Contribution: NW Pension \$0.25  
H/W Employer Contribution \$4.35  
JATC \$0.20  
Clean card \$0.07

TOTAL WAGE & FRINGE \$14.34

**Third Six Months:** Base Wage Rate 65% \$11.20

<\$ 0.87> for H/W

Employer Fringe  
Contribution: NW Pension \$0.50  
H/W Employer Contribution \$4.35  
JATC \$0.20  
ITI/NEMI/SMOHI \$0.17  
Clean card \$0.07  
TOTAL WAGE & FRINGE \$15.62

**Fourth Six Months:** Base Wage Rate 70% \$12.06

<\$ 0.87> for H/W

Employer Fringe  
Contribution: NW Pension \$0.50  
H/W Employer Contribution \$4.35  
JATC \$0.20  
ITI/NEMI/SMOHI \$0.17  
Clean card \$0.07  
TOTAL WAGE & FRINGE \$16.48

**Fifth Six Months:** Base Wage Rate 75% \$12.92

<\$ 0.87> for H/W

Employer Fringe  
Contribution: NW Pension \$0.75  
H/W Employer Contribution \$4.35  
JATC \$0.20  
ITI/NEMI/SMOHI \$0.17  
Clean card \$0.07  
TOTAL WAGE & FRINGE \$17.59

**Sixth Six Months:** Base Wage Rate 80% \$13.79

<\$ 0.87> for H/W

Employer Fringe  
Contribution: NW Pension \$0.75  
H/W Employer Contribution \$3.48  
JATC \$0.20  
ITI/NEMI/SMOHI \$0.17  
TOTAL WAGE & FRINGE \$18.46

**SECTION 3.** The ratio of new apprentices shall not exceed one (1) apprentice for every one (1) journeyman. This requirement may be waived by mutual agreement of the parties if a situation arises where it is impossible to staff existing jobs.

#### **ARTICLE VI Residential Inductee**

##### **SECTION 1.**

- A. Residential inductees will be allowed to do any of the work specified under Article I of this addendum that the employer feels they are qualified to perform.
- B. The new employee can be hired directly by any signatory contractor but must register with the Union before starting employment.
- C. Direct supervision by a journeyman is not required for a residential inductee.

**SECTION 2.** Rates of Pay – Entry Level Wage Rate – Minimum Wage Plus 10%

#### **ARTICLE VII Hours of Work**

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

**SECTION 2.** The regular workweek 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 7:00 a.m. and after 7:00 p.m. and all hours worked over a forty (40) hour week shall be paid at one and one half (1-1/2) times of established regular hourly rate.

**SECTION 4.** All hours worked on Sundays and holidays shall be paid at two (2) times the established regular hourly rate.

**SECTION 5.** Residential employees will have six (6) official holidays requiring overtime pay. Those days are: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day and Christmas Day.

**ARTICLE VIII  
Travel Pay – Driving Company Vehicle**

**SECTION 1.** The rate of pay for travel time before and after scheduled work hours shall be paid for at one and one-half (1-1/2) times a base travel rate for travel before and after scheduled work hours and shall pay all fringe benefits for each contractual hour of travel time. This base travel rate shall be listed on the wage sheets that are part of this Agreement.

**SECTION 2.** There shall be no restrictions on any employee driving the employer's trucks loaded with fabricated material to and from his home.

**SECTION 3.** All company vehicles used in transporting men, tools or materials to and from the job site shall bear the company's name in legible letters.

**ARTICLE IX  
Qualifications**

**SECTION 1.** The Employer agrees to be bound by all wage, hours and conditions of employment contained in the Standard Form of Union Agreement and Addendum #1 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.** Residential and Light Commercial work that is readily available to the signatory residential shop may be performed by Building Trades Journeymen and Commercial Servicemen who are agreeable and sign a consent form on the back of their dispatch. The residential rate of pay for these journeymen will be 75% of the building trades rate of pay.

**SECTION 5.** This Addendum shall become effective on the 1st day of June 2004 and shall remain in full force and effect until the 31st day of May 2009.

**ADDENDUM #3 - SERVICE ADDENDUM  
TO THE  
STANDARD FORM OF UNION AGREEMENT**

This Addendum amends the Standard Form of Union Agreement only to the extent specifically stated and all other Articles, Sections and Addendums 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 the 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**

**SECTION A: Service Mechanic Rate of Pay –  
Seattle/Everett/ Bremerton/ Tacoma Areas**

	6/1/04	6/1/05	6/1/06	6/1/07	6/1/08
Basic Journeyman Day Shift Rate	\$32.40	*****SEE BELOW*****			
Journeyman swing (second shift)	\$33.65				
Journeyman graveyard (third shift)	\$34.40				
Foreman - \$3.25 over Basic Journeyman rate (Northwest Supplemental Plan \$0.85 for Foreman).					
TO BE WITHHELD					
FROM ABOVE: NWDC	\$ 1.17	per hour			
EMPLOYER CONTRIBUTIONS:	6/1/04	6/1/05	6/1/06	6/1/07	6/1/08
NW Sheet Metal Workers Pension	\$ 4.43	*****SEE BELOW*****			
National Pension Contribution	3.18				
NW H & W /Ext \$0.15/VEBA \$0.25	4.75				
International Training Institute	0.12				
NEMI	0.03				
SMOHT	0.02				
J'man/Apprenticeship Training Fund	0.40				
Industry Fund	0.49				
Organizational Trust	0.55				
NW Supplemental Plan (J/M Day Shift)	0.79				
Clean Card	0.07				
TOTAL WAGES & FRINGES	\$47.23	*****SEE BELOW*****			
(Journeyman Day Shift)					
	6/1/2005	6/1/2006	6/1/2007	6/1/2008	
WAGES	\$0.50	\$0.70	\$0.85	\$0.95	
NWP	\$0.10	\$0.10	\$0.10	\$0.10	
NPF	\$0.25	\$0.30	\$0.35	\$0.40	
NWHC*	\$0.50	\$0.50	\$0.50	\$0.50	
JATC	\$0.05	\$0.05	\$0.05	\$0.05	
VEBA	\$0.08	\$0.10	\$0.10	\$0.10	
ORG TRUST	\$0.05	\$0.05	\$0.00	\$0.00	
IFUS	\$0.02	\$0.02	\$0.02	\$0.00	

TOTAL INCREASE            \$1.55        \$1.82        \$1.97        \$2.10

\*Note: NWHC - 50/50 split after first \$0.50 for required contributions all years.

**ARTICLE II**  
**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.

**ARTICLE III**  
**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 I of this Addendum.

**ARTICLE IV**  
**Hours of Work**

**SECTION 1.** The workday shall consist of up to ten (10) consecutive hours of work between the hours of 7:00 a.m. and 7:00 p.m. 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 7:00 a.m. and after 7:00 p.m. shall be paid at the rate of one and one-half (1-1/2) 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.

- A. Journeyman Servicemen and Apprentices, who report to work by the direction of the Employer between the hours of 12:00 midnight and 6:00 a.m. shall be paid a minimum of two (2) hours pay at two (2) times the established regular hourly rate. This does not apply when the work is started prior to 12:00 midnight and extends past midnight.
- B. Any work performed on Sunday and any holidays described in this Addendum of the Standard Form of Union Agreement except for the optional holidays listed in the SFUA Article VI, Section 2, Christmas Eve and day after Thanksgiving shall be paid at two (2) times the established regular hourly rate.
- C. If required to be on call, Servicemen and Apprentices shall receive the sum of twenty-five dollars (\$25.00) per day for standby pay. This section shall be waived if a service technician is given a truck on a full-time basis and it is agreed that the truck will only be used for company business.
- D. Shift Break: On over time work consisting of eight (8) hours or more or a combination of over time and straight time consisting of eight (8) hours or more, straight time may not be reverted to without an eight (8) hour break.
- E. There will be a one-half (1/2) hour lunch break, on employers time, after twelve (12) hours, if shift continues. Pay will be at straight time for one-half (1/2) hour lunch break.

**ARTICLE V**  
**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 established and maintained on the following percentage basis of the established wage rate of journeyman sheet metal workers:

First Year	-45%
Second Year	First half 50% - Second half 55%
Third Year	First half 60% - Second half 65%
Fourth Year	First half 70% - Second half 75%
Fifth Year	First half 80% - Second half 85%

**ARTICLE VI**  
**Hand Tools**

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. Employer responsibility ends at fifteen-hundred dollars (\$1500) for replacement value on basic hand tools of employees, if proven stolen.

**ARTICLE VII**  
**New Employees**

New employees 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 II, Section 1 of this Addendum.

**ARTICLE VIII**  
**Service Foreman**

**SECTION 1.** It is the intent of both parties to this agreement that the term "foreman" shall mean any service journeyman employee of an employer signatory to this agreement 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 three dollars and twenty-five cents (\$3.25) over service journeyman regular rate of pay. An increase of twenty-five cents (\$0.25) per hour on June 1, 2007.

**ARTICLE IX  
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 this Addendum, Article I, Section A.
- B. Travel Time: refer to Addendum I, Article II.
- C. Transportation: refer to Addendum I, Article III.
- D. Subsistence: refer to Addendum I, Article V.
- E. Parking –toll charge: refer to Addendum I, Article VI.
- F. Shop Steward: refer to Addendum I, Article XXI.

**ARTICLE X  
Qualifications**

This Addendum addresses the basic wage for all journeyman and apprentice servicemen. All fringes shall remain the same as those as described in Addendum I and II and the Standard Form of Union Agreement. This Addendum shall become effective on the 1st day of June, 2004 and shall remain in full force and effect until the 31st day of May 2009 .

**ADDENDUM #4 - INDUSTRIAL ADDENDUM  
TO THE  
STANDARD FORM OF UNION AGREEMENT**

**ARTICLE I  
Recognition**

The Employer recognizes the Union as the sole and exclusive bargaining representative for all of its employees who, during the life of this Addendum to the Standard Form of Union Agreement are engaged in production, manufacturing, fabrication work and handling on all work covered in this Addendum.

**ARTICLE II  
Union Security**

All employees shall be required to become and remain members of the Union in good standing as a condition of employment during the terms of this Agreement.

- (A) It is mutually agreed among the parties hereto that the following conditions shall govern referrals of applicants for employment for all positions within the scope of the Agreement.
- (B) The Union agrees to furnish upon request by the Employer, duly qualified journeymen sheet metal workers and trainees outlined as in this Addendum in sufficient numbers as they may be necessary to properly execute work contracted for by the Employer in the manner and under the conditions specified in this Addendum. In the event the Union is unable to supply qualified workmen to fill the requests of the Employer, the Employer may, after forty-eight (48) hours, procure workmen from other sources. Said workmen from other sources shall be referred to the Union by the Employer and obtain a Union referral before starting to work.
- (C) Any protest of payment of an applicant's report pay shall be to the Union in writing. The validity of a protest shall be considered by the Employer and a Union Representative subject to appeal as defined in Section F of this Article.
- (D) The Union shall refer applicants for employment without discrimination against such applicants by reason of or in any way affected by union membership, bylaws, regulations, constitutional provisions, or any other aspect of obligation of union membership, policies or requirements.
- (E) The Employer shall have the right to reject any applicant for employment.
- (F) Any workman (Union or non-union) and any party signatory to this Agreement shall have the right to appeal according to the Grievance Procedures of this Agreement.

**ARTICLE III  
Hours of Work**

**SECTION 1.** Eight (8) hours shall constitute one day's work. Five (5) days, Monday to Friday, inclusive, shall constitute one weeks work. The regular daily work periods for the respective shifts in the shop shall be as follows:

**First Shift or Regular Daylight Shift:** An eight and one-half (8-1/2) hour period between the time of not earlier than 6:00 a.m. nor later than 5:00 p.m. less thirty (30) minutes for meals on the employee's time. Pay for a full shift period shall be a sum equivalent to eight (8) times the regular hourly rate as set forth in Article XVI herein.

**Second Shift:** An eight and one-half (8-1/2) hour period less thirty (30) minutes for meals on employee's time. Pay for a full second shift shall be a sum equivalent to eight (8) times the straight-time hourly second shift rate as set forth in Article XVI herein. Second shift rate is \$0.25 over first shift base rate.

**Third Shift:** An eight and one-half (8-1/2) hour period less thirty (30) minutes for meals on employee's time. Pay for a full third shift period shall be a sum equivalent to eight (8) times the straight-time hourly third shift rate as set forth in Article XVI herein. Third shift rate is \$0.50 over first shift base rate.

**ARTICLE IV  
Overtime**

As scheduled below:

**SECTION 1.** All time worked in the excess of regular work hours listed in Article III "Hours of Work" shall be as follows:

**Monday - Friday:** In excess of eight (8) hours per day, pay shall be one and one-half (1-1/2) times the hourly shift rate for the first two (2) hours of overtime.

**Saturday:** The first eight (8) hours worked on Saturday shall be at one and one half (1-1/2) times the hourly shift rate. All work in excess of eight (8) hours shall be at double time the hourly rate.

**Sunday & Holidays:** Shall be paid at double time the hourly rate.

All work performed prior to or after the starting and stopping time of shifts as set forth in Article III shall be considered overtime.

**SECTION 2.** Shift Break: Overtime shall be paid until there has been a full shift break in the time of the workman employed, with understanding that the time of returning to work after the break does not follow within the twenty-four (24) hour period as set by the starting time of his regular shift. In the event of the break ending within the twenty-four (24) hour period as set by the starting time of his regular shift, overtime shall be paid until there has been a full shift break in his/her time.

**EXAMPLE:** When a person starts work at 8:00 a.m. on Monday morning and is requested to work until 12:00 that night, he/she will have eight (8) hours rest before his/her regular starting time at 8:00 a.m. on Tuesday morning. But, if he/she is required to work until 2:00 a.m., he/she will have had only six (6) hours rest and shall receive double time for Tuesday.

**SECTION 3:** When an employee is continuously employed for more than two (2) hours beyond the quitting time of his/her regular shift, he/she will be allowed reasonable time to obtain a meal.

**ARTICLE V  
Holidays**

Holidays under this Addendum shall be the same as observed under the Standard Form of Union Agreement and its Addendum.

**ARTICLE VI  
Health and Welfare**

Health and Welfare payments will be made in the same amount and in the same manner as called for in the local Agreement between SMWIA Local No. 66 and the Sheet Metal Contracting Division of the Construction Industry as now in effect or as may be hereafter modified.

**ARTICLE VII  
Pension**

**SECTION 1.** Any building trades journeyman and/or indentured apprentice who elects to work under this Addendum, the Employer shall make pension contributions to the National Pension Fund Plan A and the Northwest Pension Fund in the same amount and manner as specified in the Addendum #1 - Building Trades Addendum at the amount in effect or hereafter modified.

**SECTION 2.** The Employer shall make pension contributions in the amounts specified in Article XV - Rates of Pay to the Northwest Pension Fund, the Sheet Metal Workers National Pension Fund Plan B, and the Northwest Supplemental Plan on behalf of all employees working under this Addendum.

**ARTICLE VIII  
Collection Procedures for all Fringe Benefits**

Collection procedures for all fringe benefits will be made in the same manner as called for in the local Agreement between SMWIA, Local No. 66, and the Sheet Metal Contracting Division of the Construction Industry as now in effect or as may be hereafter modified.

**ARTICLE IX  
Building Trades Protection**

- (A) Employees covered by this Addendum shall not be permitted to work on field fabrication, erection or installation work coming within the jurisdiction of a Building Trades Local Union affiliated with Sheet Metal Workers' International Association until:
  - 1. Full discuss and mutual agreement of the Employer and SMWIA, Local No. 66 or
  - 2. All work that is in direct competition with what is normally considered Building Trades shops shall be paid for at the prevailing Building Trades rate of pay.
- (B) The Employer agrees to assign any and all field work in accordance with International Agreements between the SMWIA and other International Unions now in effect for hereinafter adopted.
- (C) The Union shall have the right to use the grievance procedure outlined in Article X of the Standard Form of Union Agreement.

**ARTICLE X  
Miscellaneous**

- (A) The Employer shall furnish all tools necessary for the employees to perform their duties.
- (B) The Employer will maintain a recognized place of business which complies with ordinances, laws, or regulations concerning safety as well as health and sanitation standards as required by city or other governmental agencies.
- (C) No employee shall suffer any loss of pay on the day the injury occurs while going to a doctor for any emergency treatment of any injury occurring in the shop or on the job requiring other than first aid treatment. If any employee is

injured in the shop or on a job to such an extent that the doctor recommends that the said employee cease work for the day, such employee's pay shall continue a maximum of eight (8) hours but not beyond the regular quitting time of that day.

**ARTICLE XI**  
**No Strikes or Lockouts**

As per the Standard Form of Union Agreement.

**ARTICLE XII**  
**Grievance Procedure**

Under this Addendum, the grievance procedure shall be Article X of the Standard Form of Union Agreement.

**ARTICLE XIII**  
**Reporting Pay**

**SECTION 1.** If a workman qualified to do the work for which he is called is given less than two (2) hours work, he shall receive two (2) hours pay at the applicable straight-time hourly shift rate or minimum of two (2) hours or actual hours worked.

**SECTION 2.** In the event of an emergency such as fire, flood power failure, etc., beyond the control of the Employer (alleged lack of work cannot be construed as emergency) or where the employee voluntarily quit or is discharged for cause, the foregoing requirements shall not be applicable and the employee shall be paid for actual time worked.

**SECTION 3.** Workmen starting to work after the regular starting time and asked to work overtime after the regular quitting time shall be paid overtime from the regular quitting time on.

**ARTICLE XIV**  
**Pay Day**

**SECTION 1.** Payday will be weekly. Employees shall be given their paychecks prior to the end of their regular work shift on payday. All regular paychecks shall have a detachable stub or equivalent which will set forth the amount of the check, hours worked, and an itemized list of deductions. Any employee who gets laid off shall receive all wages due him within twenty-four (24) hours of the termination of his/her employment. To facilitate accounting procedures, the Employer may withhold up to five (5) days' wages.

**SECTION 2.** If an employee quits of his own free will, the Employer need not have such employee's check available until the payday for that pay period. The employee may elect to have his check sent to his home or can pick it up at the Employer's place of business. If the check is not ready as due, the same rule as discharged employees shall apply as per Building Trades Addendum.

**ARTICLE XV**  
**Rates of Pay**

	6/1/04
Basic Industrial Journeyman Rate (75% of B/T wage)	\$24.30
Basic Industrial Foreman Rate (Building Trades J/M Rate) (Northwest Supplemental Plan \$0.85 for Industrial Foreman)	\$32.40
TO BE WITHHELD FROM ABOVE:	
NWDC	\$ 0.83
Employer Contribution:	
Northwest Pension Fund	\$ 3.64
National Pension Fund	0.75
NW HC /Ext \$0.15/VEBA \$0.25	4.75
J man/Apprentice Training Fund	0.40
Industry Fund	0.49
SMOHT	0.02
Organizational Trust	0.55
NW Supplemental Plan	0.52
Clean Card	0.07
TOTAL WAGE & FRINGES (Industrial Journeyman Day Shift)	\$35.49

**ARTICLE XVI**  
**Training Program**

The Industrial Training program is a three (3) year program. It shall consist of two (2) members from Management (Employer) and two (2) members from Labor.

(A) Trainees wage rates shall be as follows (Plus all fringe -benefits):

First year —	50% of Journeyman wages
Second year —	65% of Journeyman wages
Third year —	80% of Journeyman wages
Rated to journeyman —	100% (Journeyman wages)

(B) The Committee shall establish a rate of trainees to journeymen not to exceed one (1) trainee for each three (3) journeymen.

Any present employee desiring to become a trainee under the training program shall be actively employed by the Employer at the time of the signing of this Agreement. The Employer shall have the sole prerogative of who he employs in the training program, but such trainees must report to the Union and receive a union referral before starting work.

- (C) Should either party deem it necessary that monies are needed to advance the industrial training program, the Employer and the Union mutually agrees to meet within thirty (30) days to negotiate the same.

#### **ARTICLE XVII**

##### **Foreman**

- (A) A building trades journeyman shall supervise the industrial workers.
- (B) If six (6) or more industrial workers are employed on any one shift, a building trades journeyman shall be designated by the Employer as foreman and shall receive foreman's pay as to the Addendum #1 - Building Trades Addendum.
- (C) Second and/or third shift only the Employer may designate an industrial journeyman as foreman provided a present building trades foreman does not suffer a wage loss.

#### **ARTICLE XVIII**

##### **Work Restrictions**

- (A) With the exception of welding and polishing of stainless steel, employees of the Employer performing work under this Addendum shall not be permitted to perform any building trades work covered under the Standard Form of Union Agreement. No employee shall suffer a reduction in wages as a result of this section.
- (B) Building trades persons may perform any and all types of work that the Employer may direct them to do.

Any item and/or Article not specifically covered in this Addendum shall be interpreted by the parties as in the Standard Form of Union Agreement.

Any reference to journeyman, workman, person or applicant is to be interpreted as his or her, or he or she, covering both male and female.

#### **ARTICLE XIX**

##### **Qualifications**

**SECTION 1.** The employer agrees to be bound by all wages, hours and conditions of employment contained in the Standard Form of Union Agreement and all Addendums in all work items not specifically changed or amended by the terms of this Addendum.

**SECTION 2.** 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 3.** This Addendum shall become effective on the 1st day of June 2004, and shall remain in full force and effect until the 31st day of May 2009.