

National Joint Adjustment Board for the Sheet Metal Industry

DECISION

SMART Local Union 16
2379 NE 178th Ave.
Portland, OR 97230

Phoenix Mechanical Inc.
201 W Centennial Boulevard
Springfield, OR 97477

Re: Article X, Section 8: SMART Local Union
16 & Phoenix Mechanical Inc.

Ladies and Gentlemen:

The National Joint Adjustment Board (NJAB) for the Sheet Metal Industry met September 17, 2024, in St. Louis, MO to hear the above-referenced matter.

Brian Noble and Scott Strickland appeared on behalf of Local 16. No representatives appeared on behalf of Phoenix Mechanical.

A review of the record demonstrated that all procedural requirements had been met. The matter, therefore, was properly before the NJAB for decision.

Based on the record and testimony of the parties, the NJAB rendered the following unanimous decision:¹

The parties are directed to execute a four (4) year agreement, effective from July 1, 2023, through June 30, 2027. The terms of the agreement shall match the terms of the current collective bargaining agreement between Local 16 and SMACNA – Oregon & SW Washington. A copy of that agreement is enclosed as Attachment #1.

No further changes, except those agreed to locally by the parties, are directed.

Your attention is directed to the following language contained in the Procedural Rules of the NJAB under Article X, Section 8 (a):

¹ Carol Duncan recused herself from this matter; she did not participate in the deliberations or the decision-making in this case.

“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.”

BY ORDER OF THE BOARD

CO-CHAIR

CO-CHAIR

DATE

ATTACHMENT #1

COLLECTIVE BARGAINING AGREEMENT

BETWEEN



NWRC of SMART, Local 16

AND

SMACNA – OREGON & SW WASHINGTON

July 1, 2023 through June 30, 2027

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STANDARD FORM OF UNION AGREEMENT

**SHEET METAL, ROOFING, VENTILATION AND
AIR CONDITIONING CONTRACTING DIVISION OF
THE CONSTRUCTION INDUSTRY**

Agreement entered into July 1, 2023 by and between SMACNA - Oregon & SW Washington and each business establishment individually, whether represented by a contractor association or not, hereinafter referred to as the Employer, and the NWRC of SMART, Local 16 hereinafter referred to as the Union for Benton, Clackamas, Clatsop, Columbia, Coos, Crook, Curry, Deschutes, Douglas, Gilliam, Grant, Harney, Hood River, Jackson, Jefferson, Josephine, Klamath, Lake, Lane, Lincoln, Linn, Marion, Multnomah, Polk, Sherman, Tillamook, Wasco, Washington, Wheeler Yamhill, Oregon; and Clark and Skamania Counties, Washington.

Article I. Scope of Agreement

Section 1.01 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 HVAC systems, airveyor systems, exhaust 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) installation of metal roofing and any other form of architectural sheet metal whether interior or exterior; (f) all materials and process exhaust ductwork/piping, including all specialty exhaust ductwork/piping and Fiberglass Reinforced Plastics; (g) Duct cleaning; and (h) all other work included in the jurisdictional claims of International Association of Sheet Metal, Air, Rail and Transportation Workers.

Article II. Sub-Contracting Provision

Section 2.01 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 2.02 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. Workers Employed on Article I

Section 3.01 The Employer agrees that none but journeymen, apprentice, pre-apprentices and classified 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. A list of such specific items, which may be revised from time to time, as agreed to by and between SMACNA and SMART shall be provided to the Employer.

Article IV. Union Agrees to Furnish

Section 4.01 The Union agrees to furnish upon request by the Employer duly qualified sheet metal workers in sufficient numbers as may be necessary to properly execute work contracted for by the Employer in the manner and under the conditions specified in this Agreement (see Addenda 1).

Article V. Union Security

Section 5.01 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 5.02 The Union may request recognition as the exclusive collective bargaining agent for all employees employed by the Employer

in the classifications and geographic jurisdiction covered by this Agreement, whether or not they are members of the Union. In determining whether the union has the support of a majority of the Employer's employees, such showing may be based upon either a majority of those employed at the time such recognition is requested, or, a majority of those eligible to vote under the National Labor Relations Board's Steiny-Daniel formula. No later than 10 days following the Union's request, the Employer shall review employees' authorization cards submitted by the Union in support of its claim to represent and have the support of a majority of such employees. If a majority of the employees has designated the Union as their exclusive collective bargaining representative, the Employer will recognize the Union as such majority representative of all employees in the classifications and geographic jurisdiction covered by this Agreement. The Employer shall not file or cause the filing of a petition for election or unfair labor practice charge with the National Labor Relations Board in connection with any demands for recognition provided for here. Article X of this Agreement shall be the sole and exclusive means of resolving any dispute concerning this provision.

Section 5.03 If during the term of this Agreement the Labor-Management Relations Act of 1947 shall be amended by Congress in such manner as to reduce the time within which an

employee may be required to acquire union membership, such reduced time limit shall become immediately effective instead of and without regard to the time limit specified in Section 1 of this Article.

Section 5.04 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.

Section 5.05 The Employer agrees to deduct Union dues, assessment or service fees (excluding fines and initiation fees) from each week's pay of those employees who have authorized such deductions in writing, irrespective of whether they are Union members. Not later than the twentieth day of each month, the Employer shall remit to the designated financial officer of the Union, or a designated Administrator, the amount of deductions made for the prior month, together with a list of employees and their Social Security numbers for whom such deductions have been made.

Article VI. Hours of Work

Section 6.01 The regular working day shall consist of eight (8) hours labor in the shop or on the job between five (5) a.m. and five (5) p.m. and the regular working week shall consist of five (5) five consecutive eight (8) hour days' labor in the shop or on the job, beginning with Monday and ending with Friday of each week. All full-time or part-time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. Except as otherwise provided in this Agreement, all work performed outside the regular working hours and performed during the regular work week, shall be at 1-1/2 times the regular rate. Where conditions warrant, the regular workday may consist of ten (10) hours labor on the job or in the shop and the regular work week of four (4) ten (10) hour days between Monday and Friday, when mutually agreed in writing between the Local Union and the Employer. (See Addenda 1 Section 14.06).

A make-up day may be scheduled for work missed due to inclement weather, when mutually agreed between the Local Union and Employer. The make-up day shall not be mandatory and shall be exclusive of Sundays and Holidays. The make-up hours shall be paid at the regular hourly rate of pay.

Employees shall be at the shop or project site at scheduled starting time each day and shall remain until quitting time.

The regular working day, whether eight (8) hours or ten (10) hours as mentioned above shall be consecutive exclusive of lunch.

Section 6.02 New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving Day, Christmas Day and/or days locally observed as such and Sunday shall be recognized as holidays. All work performed on holidays shall be paid at two (2) times the hourly rate.

- a)** If a Holiday set forth falls on a Sunday, the Monday following said Holiday will be observed as the Holiday. Monday will be paid at two (2) times the basic hourly rate.
- b)** If a Holiday set forth falls on a Saturday, the Friday before said Holiday will be observed as the Holiday. Friday will be paid at one and one-half (1-1/2), Saturday will be paid at two (2) times the basic hourly rate.
- c)** Veterans Day is not recognized as an official holiday, however if an employee wishes to observe Veterans Day, they shall be allowed to take an unpaid day off.

A flexible holiday work week schedule, regardless of which weekday the holiday falls on, will allow for the shifting of the regularly scheduled days, or implementation of a 4/10 schedule, may be employed upon mutual agreement between the Union and Employer, agreement which will not be unreasonably withheld as long as the Union is given 48 hours' notice, a Member may opt out without recourse.

Section 6.03 Deleted.

Section 6.04 For the first twelve (12) hours of work performed on Saturday, the rate shall be one and one-half (1-1/2) times the regular rate; (10-hour shift see Addenda 1).

All work performed on Holidays, Sundays, or hours worked after a 12-hour shift shall be paid at two (2) times the regular rate.

Shift work and the pay and conditions therefore shall be only as provided for in Addendum I Article 14 attached to this Agreement. Energy conservation—Retrofit work performed outside the regular workday in occupied buildings shall be performed under shift work conditions (see Addendum 1).

Article VII. Travel Pay

Section 7.01 When employed in a shop or on a job within the limits of forty-five (45) road miles (most direct route) of the shop 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 7.02 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 may 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. If an Employer sends an employee to perform work outside of the territorial jurisdiction of the United States of America or

Canada, travel pay and/or subsistence arrangements shall be negotiated locally.

The parties intend travel pay to fairly compensate employees for travel, not to place contractors at a competitive disadvantage due to geographic location or to create artificial barriers against out-of-area contractors.

Article VIII. Wages for Local and Out-of-Town Contractors

Section 8.01 The minimum rate of wages for sheet metal workers covered by this Agreement, when employed in a shop or on a job within the jurisdiction of the Union to perform any work specified in Article I of this Agreement shall be per wage table Schedule A except hereinafter specified in Section 2 of this Article.

Section 8.02 On all work specified in Article I of this Agreement, fabricated and/or assembled by journeymen, apprentices and classified sheet metal workers within the jurisdiction of this Union, or elsewhere, for erection and/or installation within the jurisdiction of any other collective bargaining areas or local union affiliated with the International Association of Sheet Metal, Air, Rail and Transportation Workers, 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 8.03 The provisions of Section 2 of this Article, Section 2 of Article II and Section 1 of Article III shall not be applicable to the manufacture for sale to the trade or purchase of the following items:

1. Ventilators
2. Louvers
3. Automatic and fire dampers
4. Radiator and air conditioning unit enclosures
5. Fabricated pipe and fittings for residential installations and light commercial work as defined in the locality
6. Mixing (attenuation) boxes
7. Plastic skylights
8. Air diffusers, grilles, registers
9. Sound attenuators
10. Chutes
11. Double-wall panel plenums
12. Angle rings

Section 8.04 The provisions of Section 2 of this Article shall not be applicable to AIR POLLUTION CONTROL SYSTEMS fabricated for the purpose of removing air pollutants, excluding air conditioning, heating and ventilating systems. In addition, the provisions of Section 2 of this Article will not be applicable to the manufacture of spiral pipe and fittings.

Section 8.05 Except as provided in Sections 2 and 6 of this Article, the Employer agrees that sheet metal workers 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 8.06 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 International Association of Sheet Metal, Air, Rail and Transportation Workers, and qualified sheet metal workers are available in such area, the Employer may send no more than two (2) sheet metal workers per job into such area to perform any work which the Employer deems necessary, both of whom shall be from the Employer's home jurisdiction. All additional sheet metal workers shall come from the area in which the work is to be performed.

Journeyman sheet metal workers covered by this Agreement who are sent outside of the area covered by this Agreement shall be paid at least the established minimum wage scale specified in Section 1 of this Article but in no case less than the established wage scale of the local Agreement covering the territory in which such work is performed or supervised, plus all necessary

transportation, travel time, board and expenses while employed in that area, 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 International Association of Sheet Metal, Air, Rail and Transportation Workers covering the area then the minimum conditions of the home local union shall apply.

Section 8.07 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 8.08 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.

When sheet metal workers are temporarily employed outside the jurisdiction of their home local union, the parties' signatory to this agreement shall arrange to transmit any 401(k) contributions required to be made to a 401(k) plan where the work is performed to a 401(k) plan established for the employee's home local union, and/or to the National Supplemental Savings Fund.

This obligation is conditioned upon a suitable reciprocity arrangement being agreed to by the trustees of such plans.

Section 8.09 Wages at the established rates specified herein shall be paid weekly in the shop or on the job at or before quitting time on an established day of each week, and no more than four (4) days' pay will be withheld. Alternative payroll procedures, i.e., electronic and/or automatic deposit may be used if agreeable to employee by written authorization. However, employees when discharged shall be paid in full, unless prior arrangements are made. Laid-off or discharged employees will be given one-half (1/2) hours' notice of layoff or discharge, or one-half (1/2) hours pay at the established rates in lieu of the one-half (1/2) hours' notice.

Section 8.10 Sheet metal workers who report for work by direction of the Employer, and are not placed to work, shall be entitled to two (2) hours' pay at the established rate. This provision, however, shall not apply under conditions over which the Employer has no control.

Section 8.11 Each Employer covered by this Agreement shall employ at least one (1) journeyman sheet metal worker who is not a member of the firm on all work specified in Article I of this Agreement. However, it will be permissible for an owner-member to be the journeyman sheet metal worker. When employing five (5) or more sheet metal workers, the Owner-Member may not be counted to establish ratios for other employment classifications.

Section 8.12

- 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) Effective as of the date of this Agreement the Employer shall pay the Sheet Metal and Air Conditioning Contractors' National Industry Fund of the United States (IFUS) twelve cents (\$0.12) 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. 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 - 1219, or for the purpose of transmittal, through the Third-Party Administrator and Columbia Chapter of SMACNA

c) The IFUS shall submit to the International Association of Sheet Metal, Air, Rail and Transportation Workers 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 International Association of Sheet Metal, Air, Rail and Transportation Workers 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 International Association of Sheet Metal, Air, Rail and Transportation Workers 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 8.13

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) Effective as of the date of this Agreement the Employer shall pay through the Third Party Administrator, to the Columbia Chapter of SMACNA (the local industry fund), the amount identified on the wage Schedule A which is inclusive of the amount listed in section 8.12, b 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 shall be made monthly on or before the 20th day of the succeeding month.

c) The local industry fund shall furnish to the Regional 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.

Section 8.14 The Union and Employer recognize that the contributions provided in 13(b) of this Article support activities that benefit the entire sheet metal industry. It is essential that the Employer support these activities, even though it may be performing sheet metal work under the provisions of a separate project agreement or maintenance agreement.

Therefore, hours worked for purposes of determining the contributions required under 13(b) of this Article shall include all hours worked by each employee of the Employer under any project agreement or maintenance agreement, unless specifically excluded by the terms of a written addendum that is negotiated by the Contractors' Association and the Local Union that are parties to this Agreement.

Section 8.15 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 to the National Fund.

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 to the National Fund.

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 to the National Fund.

The parties agree to be bound by the separate Agreements and Declarations of Trusts establishing the International Training Institute

for the Sheet Metal and Air Conditioning Industry, 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.

Section 8.16 In the event that the Employer becomes delinquent in making contributions to any national or local Fund, the Union may withdraw all employees from the service of the Employer within seven (7) days' notice of such delinquency by the trustees. The withdrawal of such employees from the service of the Employer shall not constitute a violation of any provision of this Agreement.

Section 8.17

- a) The Employer shall comply with any bonding provisions governing local Funds that may be negotiated by the local parties and set forth as a written Addendum to this Agreement. The Employer shall likewise comply with bonding requirements established by the Trustees of the National Funds.
- b) When an Employer is performing any work specified in Article I of this Agreement outside of the area covered by this Agreement, and within the area covered by another Agreement with a local union affiliated with the International Association of Sheet Metal, Air, Rail and Transportation Workers, the Employer shall comply with uniformly applied bonding requirements of that local area that are reasonable and necessary to ensure the timely payment of any contribution that may be required to local and national Funds, but in no event shall such bonds be in excess of three (3) months estimated contributions to local and national Funds.
- c) An Employer that has been delinquent in making contributions to any national or local fund shall, upon written notification

of the Trustees, their representative or the local Union, comply with all Trust Agreement obligations and policies to report and fund contributions, pay associated liquidated damages, costs and damages incurred by the Trustees or the union as the result of the delinquency.

Article IX. Tools and Vehicle

Section 9.01 Sheet metal workers covered by this Agreement shall provide for themselves all necessary hand tools. Electric, air and/or battery powered tools (exclusive of hand calculators), are not considered hand tools and are to be provided by the company. The company shall provide all consumable items that are associated with the Company provided tools. Ownership of tools purchased by the company will be maintained by the company.

Section 9.02 Sheet metal workers covered by this Agreement shall not be permitted or required as a condition of employment to furnish the use of automobile or other conveyance to transport people, 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. Grievance Procedure

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 10.01 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. The local Employers' Association or the Local Union, on its own initiative, may submit grievances for determination by the Board as provided in this Section. The grievance procedure set forth in this Article applies only to labor-management disputes.

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 10.02 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. 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 10.03 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.

In establishing the grievance procedure of the Standard Form of Union Agreement, it was the intent of International Association of Sheet Metal, Air, Rail and Transportation Workers and the Sheet Metal and Air Conditioning Contractors' National Association, Inc. to establish a method for resolving grievances permitting appeals for out-of-area Employers from the grievance arbitration procedures established for the territory in which work is performed. 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, as well as a decision of any alternative arbitration tribunal

established for that area, and request a Panel hearing as set forth in Section 3 of this Article, providing such appeal is approved by the Co-Chairmen of the National Joint Adjustment Board. Such a right of appeal shall exist despite any contrary provision in the agreement covering the area in which the work is performed.

For the purposes of this Section, an Employer who is party to the Labor Agreement of the area in which the work in dispute is performed, but has no permanent shop within the area served by the Local Joint Adjustment Board that rendered the unanimous decision, may also be entitled to appeal a deadlocked or unanimous Local Joint Adjustment Board decision, and request a Panel hearing.

Section 10.04 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 10.05 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 10.06 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. Any party that unsuccessfully challenges the validity of an award in a legal proceeding shall also be liable for the costs and attorneys' fees of the opposing parties in the legal proceedings.

***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
20151-1219.**

Section 10.07 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 10.08 In addition to the settlement of grievances arising out of interpretation or enforcement of this Agreement as set forth in the preceding sections of this Article, any controversy or dispute arising out of the failure of the parties to negotiate a renewal of this Agreement shall be settled as hereinafter provided:

- a) Should the negotiations for a renewal of this Agreement or negotiations regarding a wage/fringe reopener become deadlocked in the opinion of the Union representative(s) or of the Employer('s)

representative(s), or both, notice to that effect shall be given to the National Joint Adjustment Board.

If the Co-Chairmen 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-Chairmen of the National Joint Adjustment Board shall be promptly so notified without recommendation from the Panel representatives. Should the Co-Chairmen 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- Chairmen 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.

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-Chairmen 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, facsimile 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.

Section 10.09 Employers not contributing to the Industry Fund of the United States (IFUS) and local Industry Fund, will be assessed a fee to be determined periodically by the Administrator of the National Joint Adjustment Board. Proceeds will be used to reimburse IFUS for costs of arbitration under the provisions of Article X.

Section 10.10 In addition to the settlement of disputes provided for in Sections 1 through 8 of this Article, either party may invoke the services of the National Joint Adjustment Board to resolve disputes over the initial establishment or amendment of terms for specialty addenda, if the provisions of Article X have been adopted in their entirety, and without modification. Such a dispute may be submitted upon the request of either party any time that local negotiations for such an agreement or amendment thereof have been unsuccessful. Such a dispute shall be submitted to the National Joint Adjustment Board pursuant to the rules as established and modified from time to time by said Board. The unanimous decision of said Board shall be final and binding upon the parties. There shall be no strike or lockout over such a dispute.

Section 10.11 In administering and conducting dispute resolution activities under the arbitration

procedures of the Standard Form of Union Agreement, the National Joint Adjustment Board, the International Association of Sheet Metal, Air, Rail and Transportation Workers, the Sheet Metal and Air Conditioning Contractors' National Association, Inc., and their representatives, are functioning as arbitrators and not as the representative of any entity that is party to such dispute. Therefore, they shall enjoy all of the rights, privileges, and immunities afforded to arbitrators under applicable law.

Article XI. Apprentice Regulations

Section 11.01 All duly qualified apprentices shall be under the supervision and control of a Joint Apprenticeship and Training Committee composed of an equal number of members, half of who shall be selected by Employer Organization, and half by Local Union 16. There shall be a minimum of 4 members. 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, 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 11.02 The Joint Apprenticeship and Training Committee designated herein shall serve according to the Joint Apprentice Rules, and vacancies therein shall be filled in accordance with the terms of said rules. 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.

- a) The parties will review the needs for specialized and skill based continuing education training and cooperate to establish necessary programs which will then be supervised by the Joint Apprenticeship Training Committee.

Section 11.03 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 11.04 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 the first journeymen regularly employed throughout the year and on the basis of the ratio table. Provided, however, an Employer will not be entitled to a new apprentice if the Employer has an apprentice on layoff. Exception: When the Employer submits a "letter of no rehire"

to the Joint Apprenticeship and Training Committee and the Local Union.

Section 11.05 Each apprentice 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.

The probationary period for an Apprentice shall be the first 1,600 OJT hours of employment and 126 hours of related training, or one year after the current registration to the State of Oregon Apprenticeship Standards, whichever is shorter. (per BOLI Standards)

Section 11.06

a) A graduated wage scale based on the journeyman wage rate, shall be established for apprentices as follows:

First Year	First Half 50%	Second Half 55%
Second Year	First Half 60%	Second Half 65%
Third Year	First Half 70%	Second Half 75%
Fourth Year	80%	
Fifth Year	85% ¹	

¹ 90% for any apprentice indentured before September 1, 2016

b) Fringe Benefits Per Hour:

Healthcare	As Journeyman
Vacation	Per wage schedule
Oregon Pension	75% of Journeyman
National Pension	Per wage schedule
Local Training	As Journeyman
National Training	As Journeyman
Industry Fund	As Journeyman
SMOHIT	As Journeyman
NEMI	As Journeyman

c) This section shall not have the effect of reducing the taxable wages of any classification of workers that have subsequently entered an apprenticeship program. An example would be, but not limited to: A Production Member making the equivalent taxable wage of a 70% apprentice who then gets indentured into the apprenticeship as a 50% apprentice. This worker would be paid at the current 70% taxable wage equivalence and the benefits would be paid at the 50% apprentice rate.

It is understood that the current employer has no obligation to continue employment.

Section 11.07 The parties will establish on a local basis the SMART 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 checkoff 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 11.08 The parties agree that concentrated apprenticeship training is preferable to night schooling and urge the Joint Apprenticeship and Training Committee to maintain concentrated training during the term of this Agreement. The parties recognize that previous experience in the industry can be considered when evaluating and placing sheet metal workers into the apprenticeship program and the JATC shall work cooperatively with the parties in establishing standards for placing employees into the program. The parties shall also address the need to provide continuity in health care for those workers entering the program with prior experience in the industry.

Section 11.09 The parties agree that career long skill-based continuing education is necessary for an effective workforce and agree to undertake those measures available to them to encourage continuing training for sheet metal journeymen.

Article XII. OSHA Training and Substance Abuse Program

Section 12.01 Sheet Metal workers shall complete OSHA 10/OSHA 30 training, as well as any mandatory refresher course, as a condition of employment in the sheet metal industry. Such training shall be completed on the employee's time.

The parties to this Agreement shall take appropriate steps to provide that the cost of any materials used in such training, as well as the costs associated with providing instruction, shall be paid for by the Local Joint Apprenticeship and Training Fund.

Section 12.02 The parties are committed to maintaining a workplace that is safe, productive, and free of alcohol and illegal drugs. Therefore, they shall establish a substance abuse program which will include, as a minimum, the following components: owner mandated, reasonable suspicion, post-accident, and random drug and alcohol testing. In the case of random testing, the procedures shall be established and administered in a manner so that such testing is conducted in a manner that is truly random. Any testing program shall be conducted on an industry wide basis, and in conformity with all applicable laws. The parties shall establish an appropriate means of funding such testing activities on an industry wide basis.

Article XIII. Classified Workers/Pre-Apprentices

Section 13.01 Classified workers may be employed based on the ratio table in this agreement.

A 40% Classified worker may perform any work covered by Article I of which they are capable. Exceptions: They shall not perform any Shop Layout or Detailing (manually drawn or computer assisted) and may not supervise in any way. They will work under the general direction of a Building Trades journeyman. The position would be limited to 1 year. An extension of 1-year duration may be granted by the Examining Committee on an individual basis. They shall be covered by the local health and welfare plan without an hour bank. Pension contributions shall be as per Schedule A.

A 45% Classified worker may perform any work covered by Article I of which they are capable of in the shop except Supervision, Layout (machine set-up is not layout) and Detailing. They may only perform the following work in the field: Distribution of material to the staging areas (not to include layout of material), demolition and removal of materials, seal and insulate duct, hole and fire watch. They shall be covered by the local health and welfare plan. Pension contributions

shall be as per Schedule A. In the event the Employer is entitled to employ a classified worker and the Union fails to comply with the Employer's written request to furnish a classified worker within forty-eight (48) hours, the Employer may directly hire such employees, and refer them to the Union.

Section 13.02 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 pre-apprentices on the basis of the ratio table.

In the event the Employer is entitled to employ a pre-apprentice and the Union fails to comply with the Employer's written request to furnish a pre-apprentice within forty-eight (48) hours, the Employer may hire such employees and refer them to the Joint Apprenticeship and Training Committee for enrollment.

Pre-apprentices shall have met the minimum requirements for the apprenticeship and shall be enrolled as applicants on the ranked pool of eligible candidates for future openings in the apprenticeship program and retain a position on the ranked pool of eligible candidates including passing a mechanical aptitude exam.

Pre-apprentices may perform any work covered by Article I of which they are capable except detailing, layout or supervision.

Pre-apprentices shall not work on a job-site or in the shop without supervision by a Journeyman under any circumstances.

The wage scale for pre-apprentices shall be a minimum of forty-five percent (45%) of the wage rate for a Building Trades Journeyman.

Article XIV. Labor-Management Relations

Section 14.01 SMACNA and SMART are committed to promoting productive and cooperative labor- management relations. In furtherance of this goal, the local Employers' association and local Union agree to establish a labor-management committee which shall meet on a regular basis, but not less often than quarterly, to discuss industry issues of mutual concern. Such committees will strive to improve communications, understand and respond to industry direction and trends, and resolve common issues collaboratively.

Article XV. Anti-Discrimination

Section 15.01 In applying the terms of this Agreement, and in fulfilling their obligations thereunder, neither the Employer nor the Union

will discriminate in any manner prohibited by law.

Article XVI. Length of Agreement

Section 16.01 This Agreement and Addendums 1 through 6 attached hereto shall become effective on the 1st day of July, 2023 and remain in full force and effect until the 30th day of June 2027, 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 16.02 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 16.03 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 16.04 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 16.05 By execution of this Agreement the Employer authorizes SMACNA – Oregon & SW 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.

In witness whereof, the parties hereto affix their signatures and seal this 6th day of November 2023.

The Standard Form of Union Agreement is a recommended contract form that is revised from time to time by the International Association of Sheet Metal, Air, Rail and Transportation Workers and the Sheet Metal and Air Conditioning Contractors' National Association, Inc. In establishing such a recommended contract form, neither the International Association of Sheet Metal, Air, Rail and Transportation Workers, nor the Sheet Metal and Air Conditioning Contractors' National Association Inc. has acted as the bargaining representative of any entity that may adopt all or part of the language of the Standard Form of Union Agreement.

Furthermore, neither the International Association of Sheet Metal, Air, Rail and Transportation Workers nor the Sheet Metal and Air Conditioning Contractors' National Association, Inc., shall be deemed to be a party to any such collective bargaining agreement including such language.


NWRC of SMART, Local 16

And

SMACNA - Oregon & SW Washington

SMACNA - Oregon & SW Washington
NWRC of SMART, Local 16

4380 SW Macadam Ave
#270
Portland, OR 97239

By: 
Chris Schneider
Executive Director

By: 
Brian Noble
Regional Manager

RATIO TABLE

Journeyman	Apprentice	Pre-Apprentice/Classified	Total
1	1	1	3
2	2	2	6
3	3	3	9
4	4	4	12
7	5	4	16
10	6	4	20
13	7	5	25
16	8	6	30
19	9	7	35
22	10	8	40
25	11	8	44
28	12	9	49
31	13	10	54
34	14	11	59
37	15	12	64
40	16	12	68
43	17	13	73
46	18	14	78
49	19	15	83
52	20	16	88
55	21	16	92
58	22	17	97

Note:

1:1 for the first 4 apprentices
Increase of 1 apprentice for every 3 journeymen thereafter
Classifieds/pre-apprentices at 0.8 of apprentices

PACKAGE INCREASES

	Increases (Area 1)	Increases (Other Areas)
July 1, 2023	\$5.00	\$4.25
January 1, 2024	\$1.00 (benefits)	\$0.85 (benefits)
July 1, 2024	\$6.00	\$5.10
July 1, 2025	\$5.75	\$4.89
July 1, 2026	\$5.50	\$4.68
Totals	\$23.25	\$19.77

Wage sheets will be developed and distributed by the Union as soon as is feasible for the July 1, 2023, increase, and by December 1 of 2023, June 1, of 2024 and 2025 and 2026.

Effective January 1, 2024, Area 5 will be merged into Area 1 and Area 4 will be merged into Area 2, with Area 4 and Area 5 being eliminated after the merger.

The parties recognize that there may be agreements which will be supplemental to this Agreement containing certain conditions which are applicable only to specified types of work on specified projects in specified regions. SMACNA Oregon & SW Washington and the Union must mutually agree before any Employer qualifies for application of a supplemental agreement, otherwise the terms and conditions of this Agreement will remain in full force and effect.

The parties recognize that the existing addenda shall remain in place, as currently written, for the life of the CBA. Package increases for work covered in these addenda will maintain their existing relationships to Area 1 rates.

Any wage and benefit increases are effective retroactively to the expiration of the previous agreement to be paid by November 1, 2023.

ADDENDUM 1

Article I. Certified Payroll

Section 1.01 Contractors fabricating and /or assembling material outside the jurisdiction of Local Union #16 for installation in the jurisdiction of Local 16 shall furnish, upon request of the Union and Contractors association., copies of/or payroll records specifying hours worked, straight and overtime and net amount of fringes paid, to prove that the wage scale specified in this Agreement has been paid for such work. The above shall be certified by an officer of the company and furnished to the Union on a certified payroll form as approved by the Union.

Article II. Committees

Section 2.01 EXAMINING COMMITTEE: The Examining Committee, which has been established by the Union and the Contractors Association, is composed of an equal number of Union Representatives and Employer Representatives to establish procedures for conducting examinations of Sheet Metal Workers seeking a Journeyman rating.

All applications for a Journeyman rating without regard to membership or non-membership in the Union, seeking employment as a journeyman sheet metal workers and not meeting the six (6) year

(1500 hour per year) experience requirement, shall be required to appear before the Examining Committee to establish either qualification for journeyman status or for inclusion into another employment classification. Prior to an interview being granted, all applicants will submit placement test results indicating apprenticeship entrance standards equivalency or above.

Section 2.02 PARTNERING COMMITTEE: It is agreed that there shall be a committee consisting of members appointed by SMACNA and Local #16 to meet no less than quarterly to consider and discuss issues of the industry.

Section 2.03 SMACNA JOINT SAFETY COMMITTEE: There shall be a Joint Safety Committee consisting of interested members of the industry representing both Employers and the Union. The duties of this committee shall be to develop and recommend safe work policies and procedures. This committee shall meet at least once each quarter and also when called by the Chairman. Members of the Joint Safety Committee shall be selected by their respective organizations.

Article III. Contractor Requirements

Section 3.01 The contractor must have an established place of business open to the public and have a listed business phone. The contractor must be financially responsible to handle payroll,

vacation pay, pension and health care payments. The firm name of the Employer will be painted or permanently affixed to the sides of all trucks used by sheet metal employees of the firm; except trucks rented on a temporary basis (not to exceed a two-week duration). The Employer must employ at least one (1) Journeyman sheet metal worker on all work, as set forth in Article I.

- a) The Employer agrees to immediately notify the Union in writing, any change in address, location of shop, change in phone number and change in total ownership.
- b) Contractors coming into the jurisdiction of Local 16 shall not be allowed to establish a temporary place of business for the purpose of avoiding compliance with the Local Union rules and/or agreement.
- c) All work, as set forth in Article I, shall be performed only by members of the bargaining unit covered by this Agreement, except one (1) and only one (1) owner (or family member) of the firm may perform work covered by this Agreement in the shop or field during any shift. Said working Employer must be so designated, in writing, to the Union.

Article IV. Drawings

Section 4.01 The preparation of all required forms or computer take-off sheets taken from architectural and engineering drawings or shop and field sketches shall be the work of sheet metal workers.

Section 4.02 The inputting of information into a computer after it has been prepared by sheet metal workers, shall be left to the discretion of the Employer.

Section 4.03 The operation of the cutting table, including the installation of punch tapes or computer downloading for the cutting tables, shall be the work of sheet metal workers.

Section 4.04 Drawings for design approval or sales may be done at the discretion of the Employer.

Article V. Anti-Discrimination

Section 5.01 It is the continuing policy of both the Employer and the Union to comply with all federal and state equal employment opportunity laws and to not discriminate against any employee because of age, race, color, sex, religion, national origin, or physical disability. Further, the parties agree to support efforts in the application of equal opportunity of employment

for females and minorities in the Sheet Metal Industry.

Article VI. Favored Nation Clause

Section 6.01 If the union shall enter any agreement different in its terms from this Agreement, with any Employer or group of Employers, any Employer signatory hereto shall have the right to avail themselves of the terms and conditions of any such agreement in the performance by them of any class of work covered by such particular agreement.

Article VII. First Aid Cards

Section 7.01 All Sheet Metal Workers working under the terms of this Agreement will be required to obtain a First Aid Card. Periodic classes will be formed for the issuing and renewal of cards, Cost of instruction and books will be borne by the Training Fund for attendance in classes arranged through the Training Coordinator or by enrolling in other approved classes. Receipts must be presented for reimbursement.

Article VIII. Foreman and General Foreman

Section 8.01 On any crew of four (4) sheet metal workers or more working on a job away from the plant, the Employer shall designate one

(1) of the crew as Foreman; such employee shall receive fifteen percent (15%) over Journeyman base wage rate.

Section 8.02 Exception: Commercial ventilation. On any crew of three (3) or more sheet metal workers working a job away from the plant, the Employer shall designate one (1) of the crew as Foreman. Such employee shall receive the wage rate set forth above.

Section 8.03 When the sheet metal worker specified above has received the Foreman pay as set forth above on a job for a period of two (2) weeks, they shall continue to receive Foreman pay as set forth above while they are working on that job with at least one (1) other sheet metal worker.

Section 8.04 General Foreman: Crews of thirty (30) or more shall be supervised by a General Foreman at 20% over journeyman base wage rate.

Section 8.05 Senior General Foreman: Crews of fifty (50) or more shall be supervised by a Senior General Foreman at twenty-five percent (25%) over journeyman base wage rate.

Section 8.06 In Shop: In a shop employing eight (8) or more sheet metal workers, one (1) shall be designated as Foreman.

Article IX. Hiring

Section 9.01 It is mutually agreed among the parties hereto that the following conditions shall govern referrals of applicants for employment for all classifications within the scope of this Agreement.

- a) The Union agrees to furnish upon request by the Employer, duly qualified sheet metal workers in sufficient numbers as may be necessary to properly execute work contracted for by the Employer in the manner and under the conditions specified in the Standard Form of Union Agreement and Addenda's. Requests for Name Call Sheet Metal Workers by the Employer for next day referral shall be placed with the Hiring Hall no later than 3:00 PM and requests for List Call Sheet Metal Workers shall be placed no later than 12:00 PM.

If Local 16's Dispatch Office has no Apprentices on the list, Pre-Apprentices will be dispatched in their place, if there are no Pre-Apprentices on the list then Classifieds will be dispatched in their place. When apprentices are available, Contractors who are out of ratio will have to first hire Journeyman or Apprentices to get back into ratio before any additional

Pre-Apprentices and/or Classifieds will be dispatched.

In the event the Union is unable to supply qualified workers to fill the request 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, comply with Section "h" below: The employee shall be required to appear before the Local Joint Examining Committee for examination. The forty-eight (48) hours herein mentioned shall be exclusive of Saturdays, Sundays, and recognized holidays.

The Employer may request, by name, any duly qualified Journeyman Pre-Apprentice or Classified sheet metal worker presently unemployed who is registered on the Local Union's out of work Journey "A", pre-apprentice or "classified" list. Request will be in written form mailed, faxed or e-mailed to the Local Union. All dispatches pursuant to open calls from Employers, (requesting persons who are not called by name), shall be dispatched from the listed priority list, in their order, on a first registered, first dispatched basis provided that such person is qualified to perform the work called for by the Employer. All

Name Call dispatch requests for Journeymen, Pre-Apprentices and Classified Workers shall be conducted via Local 16's website using the Dispatch System.

- b)** Qualified applicants for employment, both Union and non-Union, shall be registered as being unemployed at the Local Union office before being referred for employment. The Employer shall be emailed a referral from the Local Union office; said referral shall include the name of the applicant, the company, and the negotiated wage scale. The referral shall have the name of the referring Union official.
- c)** The Union shall refer qualified 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. See Article 17 of this Addendum for Steward dispatching.
- d)** The Employer shall have the right to reject any applicant for employment. Show-up time not required.

- e)** Both the Union and the Employer agree to post a copy of the referral procedure set forth in this Agreement in places where notices to employees and applicants for employment are customarily posted.
- f)** Any worker (Union or non-Union) and any party signatory to this Agreement shall have the right to appeal an alleged violation of this Hiring Procedure in accordance with *Article X, Section 2 of Standard Form of Union Agreement. Such appeal shall be by certified letter, mailed to the Local Union office, contractor's office or worker's home address within ten (10) days from the date of the alleged violation of this hiring procedure. * (i.e., Joint Committee).
- g)** Applicants for employment must check into the Local Union office once each month to retain their name on the out of work list.
- h)** If the Employer hires persons other than those referred by the Union, and working within the Union's jurisdiction, the Employer will immediately notify the Union as to name, address, social security number and date of hire of such employee. Furthermore, if the Employer hires a person, other than a Pre-Apprentice,

Classified Worker or an Apprentice, who has not completed a qualified, four (4) year or five (5) year Apprentice training program or who has not worked as a building trades journeyman for at least 1500 hours in each of the prior six (6) years, the Employee shall appear before the Local Joint Examining committee to demonstrate their abilities and qualifications.

After review by the committee, the individual will be placed in the appropriate work classification. In the event the individual does not appear before the committee, refuses to take a qualification test, and/or refuses to attend classes as instructed after due notice, the individual shall be suspended from employment. See Examining Committee.

- i) The Employer agrees to notify the Union in writing within three (3) business days of layoff of the name or names of any former employee or employees not eligible for rehire, stating the reason why, and the Union agrees not to refer said individuals to the Employer. The not eligible for rehire letters may be rescinded in writing by the Employer at any time and may be reviewed annually, upon request, by the Union.

- j) Any prospective employee shall be placed on the Journeyman out of work list by the Union if and when they shows conclusive proof of six (6) years (1500 hours per year) experience in the building and construction sheet metal trade as a Journeyman, and their placement or advancement of the list shall not be affected by membership or non-membership in the Union.

- k) The dispatch office shall register and dispatch all persons in a manner consistent with Federal and State laws governing equal employment opportunity.

Section 9.02 Dispatch points are as follows:
The main Post Offices in Coos Bay, Eugene (Gateway), Klamath Falls, Medford, Portland, Redmond, Roseburg and Salem. The "Free Zone" is forty-five (45) road miles from these main post offices. When an employee is dispatched to an employer from one dispatch point, they may not be dispatched to the same employer from another dispatch point without a ten (10) calendar day separation from that Employer. Exception: no. 1. When an employee is working for an Employer, they may be transferred into the forty-five (45) mile free zone around the Employer's shop or the forty-five (45) mile free zone around a job-site (if applicable). Exception no. 2. An employer may

transfer up to 2 employees, on a voluntary basis, to a new dispatch point and said employees are not subject to the ten (10) day rule. See Article 12 Section 02 (e) of this addendum.

Section 9.03 The Dispatch office shall register each applicant in the highest priority group listed below, "A" list being highest for which they are eligible.

a) **"A" List Journeyman:** All applicants for employment who have successfully completed a qualified local apprenticeship program or have a five (5) year card with SMART or have met the minimum requirement of six (6) years (1500 hours per year) building trades journeyman sheet metal experience. In addition to meeting one of the preceding requirements, the applicant must have been a permanent resident within the jurisdiction of Local Union #16 for six (6) months prior to being dispatched.

b) **"B" List Journeyman:** An individual who meets all requirements for Journeyman but does not meet the residency requirement. Proof of residency are; a rent receipt, valid driver's license with appropriate date, utility bills, etc.

- c) **Apprentice out of work list**
- d) **Pre-Apprentice out of work list**
- e) **Classified Worker out of work list**

Article X. Journey Training

Section 10.01 Due to the ever-changing requirements and introductions of new items into the industry, each journeyman will complete eight (8) hours of advanced journeyman training each calendar year. The Joint Apprenticeship Training Committee's Training Coordinator shall keep records of each journeyman's training. Upon written request from a signatory contractor, the Training Coordinator shall provide a copy of the journeyman's complete training record to said contractor.

Article XI. Overtime

Section 11.01 On overtime work consisting of eight (8) hours or more or a combination of overtime and straight-time consisting of eight (8) hours or more, straight time may not be reverted to without an eight (8) hour break.

Section 11.02 There will be a one-half (1/2) hour lunch break, on Employer's time, after twelve (12) hours, if shift continues. Pay will be at straight-time for one-half (1/2) hour lunch break.

Section 11.03 In no case may employees work longer than eighteen (18) hours in any twenty-four (24) hour period. NOTE: OVERTIME IS NOT MANDATORY.

Article XII. Reimbursable Expenses

Section 12.01 Transportation: Transportation to and from jobs during working hours shall be borne by the Employer, except where employee is requested to use their own car, in which case the Internal Revenue Service rate per mile shall be allowed employee for the use of such vehicle. Mileage is not taxable.

Section 12.02 Travel Allowance: On all work beyond forty-five (45) road miles from the shop (most direct route), the Employer shall be required to pay travel time and transportation at the Internal Revenue Service rate per mile when the employee uses their own car for such transportation.

- a) For contractors signatory to an agreement with other Local Unions (outside contractors), the distance and time, in reference to travel time and mileage, shall be computed from the current dispatch points (see Hiring Article 9 Section 02).

- b) The rate of pay for travel time before and after scheduled work hours will be two-thirds (2/3) of the straight-time taxable wage, provided that all such travel time shall be paid for at one and one-half (1-1/2) times the travel time rate of pay. (Example: 2/3rds times straight-time hourly taxable wage times 1-1/2).
- c) All travel by request of Employer on holidays as set forth in Article VI, Section 2, Standard Form of Union Agreement, seven (7) in number, shall be paid for at time and one-half (1-1/2) the hourly taxable wage.
- d) A sheet metal employee driving company equipment for the delivery of material will be on the payroll of the Employer involved and shall receive pay, not travel pay, beginning with the driving operation. Company owned equipment being used for the transportation of employees may be driven to and from the job before and after working hours on the employee's time, within the forty-five (45) miles zone provided the driver shall receive travel pay.
- e) Contractors desirous of securing help outside of the free zone as designated (forty-five (45) road miles from their

shop) will be supplied under the following conditions:

1. Qualified help with a permanent address of not less than three (3) months' duration, residing in the immediate area and less than forty-five (45) road miles from the jobsite, no travel, mileage, or subsistence payments required.
2. When help in the immediate area as defined above is unavailable, people shall be furnished from the nearest point of residence. Employers shall pay necessary daily travel time and mileage or subsistence from employee's residences.

Section 12.03 Subsistence: All employees required to work on out-of-town jobs shall be paid actual necessary expenses, but in no case less than the equivalent of three (3) times the hourly journeyman taxable wage (including vacation pay) rate per day for seven (7) days per week on jobs which continue from week to week. The employee may be requested by the company to sign a form verifying that they were out of town.

- a) On jobs of less than one week's duration, the following schedule shall apply:

1 day returning same day	See Travel
2 days returning second day	1½ days' subsistence
3 days returning third day	2½ days' subsistence
4 days returning fourth day	3½ days' subsistence
5 days returning fifth day	4½ days' subsistence
6 days or more	Subsistence on a daily basis

- b) When an employee, by their own choice, does not report for work on a subsistence job, they shall forfeit the subsistence payment for that day, provided they cannot show satisfactory evidence of illness, accident, or justifiable personal emergency.
- c) The employee must work the shift prior to and the shift after a weekend or holiday to qualify for subsistence payment for those days unless mutually agreed between the employee and the Foreman or Employer representative.
- d) The above provisions, however, shall not apply under conditions over which the employee has no control.
- e) The Employer will furnish necessary transportation and travel time at the beginning and on completion of an

employee's service to and from a subsistence job.

- f)** The Employer agrees to make subsistence payment in advance to each employee by check or cash. It is agreed the employee will sign for receipt of subsistence and/or mileage monies, and should the Employer request receipts for payment above the three (3) times the hourly journeyman taxable wage (includes vacation pay) rate per day for seven (7) days per week on jobs which continue from week to week, the employee will furnish same. The employee may be requested by the company to sign a form verifying that they were out of town.
- g)** Where distance allows and the employee is not required to stay overnight, the Employer may elect to pay either the minimum subsistence or travel time and mileage as outline in section 12.02, travel allowance.
- h)** When suitable room and board is not available within forty-five (45) road miles (most direct route) of a subsistence job, the Employer shall pay travel time and mileage as specified under section 12.02 for all miles beyond forty-five (45) miles

to and from the jobsite to the location where room and board is available.

- Section 12.04** Bridge Tolls and Parking: Any and all toll bridge and/or parking charges incurred by the employee during the course of a work assignment will be paid by the Employer, does not apply to vehicle used by employee to travel between home and jobsite. The above are not taxable items.
- The Employer agrees to reimburse the employee for automobile parking expenses per day worked for days worked in the limited parking area of any city when free parking is not available. Receipts for money expended must be submitted for reimbursement. It is the Employer's option to provide transportation from shop to job in said areas and return, in lieu of said parking reimbursement.
- When the nearest available or designated parking is in excess of ten (10) minutes from the job site, employees will be paid at the Travel Time rate with the exception of Downtown work, Freemont Bridge to Marquam Bridge, and I-5 to I-405.
- Article XIII. Rest Periods**
- Section 13.01** Paid rest period of ten (10) minutes shall be provided during each work period or major part thereof. The rest period may

not be added to the usual meal period or deducted from the beginning or end of the work period to reduce the overall length of the total work period. The ordinary nature and circumstances of construction work may not allow for a fixed regular schedule, however, effort shall be made to have the rest period taken approximately in the middle of each work period.

Article XIV. Shift Work

Section 14.01 The regularly established starting time of the day shift shall be recognized as the beginning of the twenty-four (24) hour workday period.

Section 14.02 When an Employer, requires labor to be performed on night shifts, at least two (2) sheet metal workers, one of who shall receive Foreman pay, shall be employed for a period of not less than three (3) consecutive shifts. The crew ratios shall apply.

a) Exceptions:

1. For tenant improvement work, the special foreman and three consecutive shift requirements for shift work do not apply.
2. When working on a crew with others as part of a defined task,

the minimum of two (2) sheet metal workers is not required.

Section 14.03 The First Night Shift of Swing Shift: Any established shift starting between 2:00 pm and 7:00 pm shall pay a premium of fifteen percent (15%) over journeyman base wage rate per hour as wages for the entire shift. Time worked on holidays, weekends, or in excess of eight (8) hours shall be paid at the applicable overtime rate.

Section 14.04 The Second Night Shift or Graveyard Shift: Any established shift starting between 7:00 pm and 1:00 am shall pay a premium of twenty-three percent (23%) over journeyman base wage rate per hour as wages for the entire shift. Time worked on holidays, weekends, or in excess of eight (8) hours shall be paid at the applicable overtime rate.

Section 14.05 Payday for employees working any of the shifts above shall be the day prior to the contractual payday.

Section 14.06 Special 10-hour Shift: Upon request of the Employer, a special shift of ten (10) consecutive hours (exclusive of lunch) may be established Monday through Thursday, or Tuesday through Friday on a job-site or in the shop, said shift will not be put into effect without written agreement of the Union and the Employer; the

shift must run for a minimum of one week or a minimum of three (3) weeks in the shop or on jobs which continue from week to week. Overtime will be paid as follows: the first two (2) hours worked prior to or after the regular shift shall be paid at one and one-half (1-1/2) times the regular rate, and thereafter at two (2) times the regular rate. For the first twelve (12) hours of work performed on Friday, Saturday, or Monday, the rate shall be one and one-half (1-1/2) times the regular rate, for all hours after the first twelve (12), the rate shall be two (2) times the regular rate.

Section 14.07 Retrofit and Energy Management Work - Occupied Buildings: Retrofit and Energy Management shall mean work to be performed on the jobsite to make the existing HVAC systems more energy efficient as determined by a qualified engineer.

Occupied Building means an area where people are working and the work to be done cannot be performed during regular working hours. Occupied Building does not mean alterations to original new work projects recently completed and occupied and/or tenant work on a recently completed structure.

The above-described work may be performed on a special swing shift beginning no later than seven (7:00) p.m. upon request by the Employer, said

special shift will not begin without written agreement of the Local Union.

Payment for the special shift will be the pay as specified for the swing shift (i.e., regular rate plus \$1.00 per hour), and the shift will be for eight and one-half (8-1/2) hours with a one-half hour break to eat.

***EIGHT HOURS PAY FOR EIGHT HOURS WORK. ***

Section 14.08 Mixed use Commercial Development: On a mixed-use commercial development where the residential space (as defined in the Residential Addenda, Article II) is at least 70% of the total building square footage, excluding parking, the crew may be up to 50% residential. On-site supervision to be Building Trades. Apprentice ratio to follow the Standard Form. This shall be applicable to field labor only.

Article XV. Site Requirements

Section 15.01 Dry Shacks: Provision shall be made for adequate shelter for employees to change into dry clothing and eat their lunches. Shelters must include adequate lights and heat. The Employer shall provide these facilities when the job is of thirty (30) or more days' duration or there are six (6) or more workers on the jobsite.

Section 15.02 Safety Equipment and Storage: Employer will provide personal safety equipment; employees may transport same in personal vehicle; Employer will provide secure storage space on job- sites for specialty clothing.

Article XVI. Special Circumstances Pay

Section 16.01 The Employer agrees to pay an additional premium of ten percent (10%) of Journeyman base wage per hour paid as wages for work performed on any of the following work, with a minimum of one (1) hour per day.

- a) **Bos'n Chair:** To include swinging platform, swinging chair or swinging ladder.
- b) **Resins, Chemicals, Acids:** For all work performed on retrofit and demolition where a worker is exposed to items such as, but not limited to, ATS, FRP (or similar products by other manufacturers), acid duct removal, etc.

Exception: Unless the system is certified as being clean.

Article XVII. Steward

Section 17.01 A journeyman who has been employed by the firm at least six (6) months in

the shop shall serve as shop steward and perform that duty in such a way as to cause the least interference with his/her duties as an employee. In no event shall the Employer discriminate against a steward or lay them off, or discharge them on account of the performance of their duties as shop steward.

Section 17.02 A journeyman will be appointed jobsite steward and perform that duty in such a way as to cause the least interference with their duties as an employee. In no event shall the Employer discriminate against a steward or lay them off, or discharge they on account of the performance of their duties as shop steward.

Section 17.03 The Local Union may refer any qualified Journeyman to a job site when they is to be the Job Site Steward. If a contractor determines the steward is not qualified, then normal lay off rules apply.

Section 17.04 Stewards may be appointed within the rules of the Union to any job or shop of the Employer. It is agreed that the person designated as Steward shall receive their fair share of the work that they are qualified to perform. A Steward shall be retained as long as there are five (5) other sheet metal workers on the job.

- a) The Union may appoint one or more stewards to cover each Employer's operation and will notify the Employer as to the name of each steward.
- b) In no case shall a steward suffer discrimination because of the performance of Union duties.
- c) When a steward is to be terminated, unless such termination is for cause, they shall be given three (3) working days' notice prior to termination. The steward shall not assume any other authority unless they are specifically instructed to do so by a proper official of the Union.

Article XVIII. Termination

Section 18.01 When an employee is laid off or discharged, the Employer will furnish the Union and the employee with a termination or layoff slip (as illustrated at the end of this Addendum). The employee shall be paid in full for all hours up to the time they receive their pay. If required to wait after the regular working hours, they shall receive the overtime rate. Laid off or discharged employees will be given one-half (1/2) hours' notice of layoff or discharge, or one-half (1/2) hour's pay at established rates in lieu of the one half (1/2) hours' notice. If required to pick up their pay at another location, they shall receive

travel time and mileage to and from designated destination, unless prior arrangements have been made. If the lay off or discharge occurs on a weekend (defined as 5:00 p.m. Friday to 6:00 a.m. Monday) the Employer will mail the employees check by express mail no later than the close of business on the next regular business day.

Article XIX. Testing

Section 19.01 All employees will be required to participate in the Industry Drug and Alcohol Testing Program. The testing will be performed during the normal working hours and the employee will be paid at the applicable rate. Other tests required by the contractor and not addressed in this article shall be on a voluntary basis.

Article XX. Unemployment Compensation

Section 20.01 The Employer shall pay such sums as are necessary in accordance with the Unemployment Law on all employees, regardless of the number employed, and shall furnish to the Union the unemployment tax account number upon request of the Union.

Article XXI. Vacation

Section 21.01 Vacation accumulations shall commence with the first payroll period following June 30th of each year. Vacations shall be taken at

a time mutually agreed upon by the Employer and employee; it being understood that vacations shall not be cumulative and shall be taken each year between July 1st and June 30th of the following year. All employees in the jurisdiction of Local #16 shall be entitled to three (3) weeks' vacation, which shall be taken between July 1st and June 30th of the following year. Vacation shall not be cumulative and shall be subject to the following conditions:

- a) One (1) week of the three (3) weeks' vacation may be taken at the employee's discretion.
- b) Two (2) weeks of the three (3) weeks' vacation may be taken at a time mutually agreed upon by the Employer and the Employee and may be taken consecutively.

Article XXII. Visitation

Section 22.01 Authorized business representatives and the Trade Coordinator shall have access to shops and jobs where members of the Union are at work. It being understood that they will first make their presence known to the management and that they will not unnecessarily interfere with the employees or cause them to neglect their work.

Article XXIII. Wages/Deductions

Section 23.01 The Employer agrees to furnish with each weekly pay either a dated electronic statement or check stub, or at the option of the employee, a paper copy thereof, which will show all deductions and include information detailing wage rate paid for straight time, travel time and overtime.

Section 23.02 Companies shall have direct deposit, Companies may request, in writing a Direct Deposit exemption from the Union which shall not be unreasonably withheld.

Section 23.03 For those Employees without a bank savings or checking account for direct deposit, weekly paychecks will be mailed 1 day prior to payday or available at the Employers primary office on payday, as stipulated by the Employee.

Article XXIV. Wage Opener

Section 24.01 Should work hours fall below 2.0 million per year prior to a scheduled wage increase, there shall be a reopener for the sole purpose of negotiating wages. Work hours shall be calculated using the hours reported to the Sheet Metal Workers #16 Health Plan on a rolling 12-

month calculation; the calculation shall be done the month prior to the scheduled increase.

Article XXV. Allocations and Maintenance

Section 25.01 The total package increases will be allocated as determined by the Union members working under the terms and provisions of this Agreement. Such allocations will be made to wages or to existing fringes or to any new funds if the establishment of such new funds is mutually agreed to by the parties. If it is determined at a regular quarterly trust meeting of any trust that the trust is projected to require additional allocation amount, then the Union shall present such information, along with the recommendations of the applicable trustees to the membership prior to the vote on the next scheduled package increase. The Union agrees that there will not be any reductions to the existing pension and healthcare (not including HRA) allocations without the approval of the trustees of those respective plans. In addition to the total package negotiated and before wage tables are developed and no later than May 1st of each year of this new CBA, SMACNA Oregon and SW Washington shall communicate to the Union whether there have been any increases to the Local Industry Fund. The Union shall include this in the appropriate Schedule A(s).

ADDENDUM II
Supplementary Agreement for Health Care

Article I. Declaration of Trust

Section 1.01 The Employer agrees to pay the sum as set forth in Wage Tables Schedule A for each hour worked by all employees under jurisdiction of Local No. 16 covered by this Agreement to the Sheet Metal Workers Local No. 16. Health Care Plan, hereinafter referred to as the "Health Plan". The contributions of the Employers shall be used exclusively to provide group insurance and other related welfare benefits, including dental care, to eligible members and their families, in such form and amount as the Trustees of the Health Care Plan may determine.

Section 1.02 The said Health Plan shall be administered pursuant to an Agreement and Declaration of Trust administered jointly by an equal number of representatives of the Employer and of the Union. The Agreement and Declaration of Trust, together with any Amendments thereto, shall be considered a part of this Agreement as if set forth herein at length. The Employer confirms and ratifies the appointment of the persons designated as Trustees who, with their successors designated in the manner provided in the Agreement and Declaration of Trust, are called Employer Trustees.

Section 1.03 The said contribution shall be paid monthly up to and including the last payroll date of each and every calendar month on or before the fifteenth (15th) day of the following month. The contributions are to be stated on forms provided by the Health Plan.

Section 1.04 The Employer shall make available to the Health Plan any and all records of the covered Employees that the Health Plan may require in connection with the sound and efficient operation of the Health Plan.

Section 1.05 If suit or other proceedings are necessary, the Employer shall be responsible for all reasonable attorney fees, costs and other expenses necessary to effect collection, as well as any outstanding obligations.

Article II. Industry Drug and Alcohol Program

Section 2.01 The Industry Drug and Alcohol Program shall be administered by the Sheet Metal Workers Health Care Trust. The funding and costs of the program shall be tracked separately from the Health Care Trust. Funding shall be established by collective bargaining and shown on Wage Schedule "A" of the Standard Form of Union Agreement as Drug Testing. Contact SMACNA or

Local 16 for a copy of the Industry Drug and Alcohol Program.

Article III. Health Reimbursement Account

Section 3.01 The Employer agrees to pay the sum as set forth in Wage Tables Schedule A for each hour worked by all employees under jurisdiction of Local No. 16 covered by this Agreement to the HRA.

ADDENDUM III

Supplementary Agreement for Oregon Retirement Trust

Article I. Declaration of Trust

Section 1.01 Effective on and after January 1, 1988, each Employer who is a party to this Agreement shall pay the sum as set forth in Wage Tables Schedule A per hour for each employee covered by this Agreement for each hour worked to Oregon Sheet Metal Workers Master Retirement Trust to fund a retirement benefit program which includes (1) Oregon Sheet Metal Workers Retirement Plan, a defined benefit pension plan started effective January 1, 1971, as amended, and (2) Oregon Sheet Metal Workers Individual Account Plan, a defined contribution plan started January 1, 1988, as amended. Such hourly sum shall be apportioned and contributed to the sub trust for each plan in the following sequence:

- a)** The amount contributed to the Individual Account Plan sub trust shall be at discretion of Board of Trustees.
- b)** So much of the balance shall be contributed to the defined benefit Pension Plan sub trust as shall be determined by the Board of Trustees for the Plan Year after conferring with the actuary for the Pension Plan, provided the "full funding

limitation" for such year for purposes of SS 404 (a) (1) and 412 of the Internal Revenue Code of 1986, as amended, shall not be exceeded; and

- c)** The remaining balance shall be contributed to fund the Individual Account Plan. The parties to this Agreement have adopted a Master Retirement Trust Agreement under which Trustees are composed of an equal number of Union representatives and Employer representatives. All details pertaining to the Pension Plan and the Individual Account Plan shall be determined by such Board of Trustees under the powers granted to them by the Master Retirement Trust Agreement and this collective bargaining agreement.
- d)** The employer agrees to withhold the amount specified by the individual for contribution to the Individual Account Plan on behalf of the individual who has signed a legal authorization form and submitted same to the employer. The Individual Account Plan contribution shall be submitted monthly up to and including the last payroll period of each and every calendar month on or before the fifteen (15th) day of the following month to the designated depository (presently the

William C. Earhart Co.). Payment will be made on forms provided for monthly reports and will be considered delinquent after the twentieth (20th) day of the month. The employee may change the amount specified only yearly on January 1st of each year, no other charges will be allowed unless the employee is a new employee of the company.

Article II. Trustees

Section 2.01 The Retirement Trust Agreement, together with any Amendments thereto, shall be considered a part of this Agreement as if set forth in full herein. The Employers confirm and ratify the appointment of the persons designated as Trustee who, with their successors designated in the manner provided in the Agreement and Declaration of the Trust, are called Employer Trustees; and the Employers agree to be bound by all the actions taken by the Employer Trustees pursuant to said Retirement Trust Agreement.

Article III. Due Date of Contributions

Section 3.01 The per hour contribution shall be paid monthly up to and including the last payroll date of each and every calendar month on or before the fifteenth (15th) day of the following

month. The contributions are to be stated on forms provided by the Retirement Fund.

Section 3.02 The Employer shall make available to the Retirement Fund any or all records of the covered employees that the Retirement Fund may require in connection with the sound and efficient operation of the Retirement Fund.

Section 3.03 If suit or other proceedings are necessary, the Employer shall be responsible for all reasonable attorney fees, costs, damages and other expenses necessary to effect collection.

Section 3.04 Administrative costs associated with individual contributions to the Individual Account Plan shall be borne by the Individual Account Plan. Terms and conditions regarding individual contributions to the Individual Account Plan shall be established by the Board of Trustees. No Employer contributions shall be required in the future in connection with individual contributions to the Individual Account Plan.

ADDENDUM IV

Supplementary Agreement for Training Fund

Article I. Declaration of Trust

Section 1.01 The Employer who is a party to this Agreement shall pay the sum set forth in Wage Tables Schedule A per hour for each employee covered by this Agreement for each hour worked to the Sheet Metal Training Fund for the purpose of establishing said Fund. The parties to this Agreement have adopted a Training Fund Trust Agreement under which the Sheet Metal Training Fund is administered by a Board of Trustees composed of an equal number of Union representatives and Employer representatives who are the Trustees designated by the Sheet Metal Workers Joint Apprenticeship Committee, under powers granted by the Agreement and Declaration of Trust of the Sheet Metal Training Fund.

Article II. Trustees

Section 2.01 The Sheet Metal Training Fund Agreement, together with any Amendments thereto, shall be considered a part of this Agreement as if set forth in full herein. The Employer confirm and ratify the appointment of the persons designated as Trustee who, with their successors designated in the manner provided in the Agreement and Declaration of the Trust, are

called Employer Trustees; and the Employer agrees to be bound by all of the actions taken by the Employer Trustees pursuant to said Sheet Metal Training Fund Agreement.

Article III. Due Date of Contributions

Section 3.01 The per hour contribution shall be paid monthly up to and including the last payroll date of each and every calendar month on or before the fifteenth (15th) day of the following month. The contributions shall be stated on forms provided by the Training Fund.

Section 3.02 If suit or other proceedings are necessary, the Employer shall be responsible for all reasonable attorney fees, costs and other expenses necessary to effect collection.

ADDENDUM V

Supplementary Agreement for National Pension
Plan

Article I. Declaration of Trust

Section 1.01 The Employer having entered into a Collective Bargaining Agreement with International Association of Sheet Metal, Air, Rail and Transportation Workers, Local Union No. 16 which provides, among other things, for contributions to the Sheet Metal Workers' National Pension Fund, agrees to be bound by the Agreement and Declaration of Trust and the Employer confirms and ratifies the appointment of the persons designated as Trustee who, with their successors designated in the manner provided in the Agreement and Declaration of the Trust, are called Employer Trustees; and agrees to be bound by all actions taken by said Employer Trustees pursuant to the said Agreement and Declaration of Trust.

Article II. Contributions

Section 2.01 The Employer will contribute to the Pension Fund the sum as set forth in Wage Tables Schedule A per hour for each employee covered by this agreement, for each hour worked.

Section 2.02 Contributions shall be paid on behalf of an employee starting with the employee's first day of employment in a job classification covered by the Collective Bargaining Agreement.

Section 2.03 The payments to the Pension Fund required above shall be made to the "Sheet Metal Workers' National Pension Fund" which was established under an Agreement and Declaration of Trust, a copy of which has been signed by the Employer in the place provided at the end of such Agreement.

Section 2.04 The parties have adopted the NPF's Alternate Schedule and agree to contribute to the NPF in such amounts and at such times that are set forth in the Alternate Schedule until June 30, 2014.

Section 2.05 Effective July 1, 2014, the Parties have adopted the NPF's Second Alternate Schedule, and agree to contribute to the NPF in such amounts and at such times that are set forth in the Second Alternate Schedule.

Section 2.06 It is agreed that all contributions shall be made at such time and in such manner as the Trustees require; and the Trustees shall have the authority to have an independent certified public accountant audit the payroll and wage records of the Employer for the

purpose of determining the accuracy of contributions to the Pension Fund.

Section 2.07 If an Employer fails to make contributions to the Pension Fund within twenty (20) days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Addenda, any provision of the Collective Bargaining Agreement to the contrary notwithstanding, and the Employer shall be liable for all costs for collecting the payments due, together with attorney's fees and such penalties which may be assessed by the Trustees. The Employer's liability for payment hereunder shall not be subject to the Grievance Procedure or arbitration provided under the Collective Bargaining Agreement.

Article III. Conformity

Section 3.01 It is agreed that the Pension Plan adopted by the Trustees of the said Pension Fund shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the Pension Fund as a deduction for income tax purposes.

Section 3.02 The parties agree that this Participation Agreement shall be considered a part

of the Collective Bargaining Agreement between the undersigned parties.

Section 3.03 The expiration date of the present Collective Bargaining Agreement between the undersigned parties is June 30, 2027. Any copies of renewal or extension agreements will be furnished promptly to the Pension Fund office and, if not consistent with the Participation Agreement, can be used by the Trustees as the basis for termination of participation of the Employer.

ADDENDUM VI
Supplementary Agreement for Benefits, Legal or
Economic Action, and Fund Contributions

Article I. Scope

Section 1.01 This Addendum Amends Article VIII, 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 and/or other contractual benefits in addition to the hourly wage rate provided in said Sections.

Section 1.02 This Agreement recognizes certain Trusts and Funds as listed in Section 1.03. The Employer shall pay fringe benefits and fund contributions for each employee hour worked as required by Article VIII, as amended.

Section 1.03 The Funds and Fringe Benefits provided for and recognized by this Agreement are as follows:

- a) Vacation Fund - Dues Fund
- b) National Pension Fund
- c) Oregon Pension Fund
- d) Health Care Fund
- e) HRA Fund
- f) Drug Testing Fund
- g) International Training Fund
- h) Local Training Fund

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- i) National Energy Management Institute Committee (NEMIC)
- j) Industry Funds
- k) Sheet Metal Occupational Health Institute Trust (SMOHIT)

Article II. Contributions

Section 2.01 The collection of all contributions, funds, reporting procedures and auditing shall be in accordance with the terms of this Agreement, the terms of the applicable Trust Agreements and any lawful rules or regulations of the Trustees of such Trusts.

Section 2.02 It shall be the Employer's responsibility to obtain appropriate forms for reporting trust fund payments.

Section 2.03 The right of the Trustees of the Trust Funds to conduct audits of Employer records pertaining to vacation pay, dues and trust fund payments is recognized and agreed to by the Employer. If an audit conducted pursuant to the terms of this Agreement reveals that the Employer has underpaid either vacation pay, dues or other fund contributions in any period audited, in addition to the payment of the delinquency, or any other responsibility, the Employer shall be required to pay the entire cost of the audit.

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Section 2.04 The Union and the Employer agree to be bound by and hereby adopt all of the terms and conditions of the Trust Agreements creating the various trust funds and all lawful amendments thereto, and do further agree to accept as their representatives, the Union Trustees and the Employer Trustees who constitute the Board of Trustees created by such agreements, and their lawful successors.

Section 2.05 All contributions shall be due by the fifteenth (15th) day of the month following the month in which the contributions were earned and are delinquent if not paid in full by the twentieth (20th) day of such month.

Article III. Collections

Section 3.01 The Trustees of the Trust Funds, or the Union for Vacation and/or Dues Funds shall be authorized to initiate collection action in their own name or in the name of each respective Trust or Fund against all Employers who remain delinquent after the twentieth (20th) of the month following the month in which the contributions were earned.

Section 3.02 In the event an Employer fails to make any of the contributions or payments as required, such Employer shall become liable for and be required to pay:

- a) The unpaid contributions; and
- b) Liquidated damages (to compensate for related administrative and collection efforts which may be difficult to assess and/or to conform to ERISA 502 (q) (2)), which shall be the largest of the following:
 - 1. A maximum of 20% of the unpaid contributions per fund; but no more than \$750.00 for all local funds.
 - 2. A minimum of \$250.00 per fund.
- c) Liquidated damages to compensate the Trust for loss of investment of the unpaid contributions, which shall be computed as interest on the unpaid contributions from the delinquency date (currently the 20th of the payment due month) to date of payment, at eighteen percent (18%) per annum.
- d) Reasonable attorney fees and costs.
- e) Such further costs, expenses or damage, which the Funds might incur as a proximate result of the Employer's failure to report or contribute or both.

- f)** Such other legal or equitable relief as the court shall deem appropriate in any action or suit against or by the Employer.
- g)** If any lawsuit is initiated, it is agreed by the Employer that such suit shall be filed in a court of competent jurisdiction, either State or Federal, within Multnomah County, State of Oregon, or in the case of National Benefit Funds, Washington D.C.
- h)** In the payment and/or collection of any Employer monies or contributions, the following is the order of priority for the application of such funds:
1. Vacations and Dues
 2. Health Care
 3. HRA Fund
 4. Drug Testing Fund
 5. Oregon Sheet Metal Master Retirement National Pension
 6. Local Training, National Training, & NEMIC
 7. SMOHIT
 8. Industry Funds
- i)** If any individual has a claim for benefits denied under the Health Care Fund because or arising out of the failure of the Employer to make the appropriate and timely payment, such Employer shall also

be liable for an amount equal to the amount of the claim in addition to any other amounts otherwise due and owing. The employee shall have the right to bring legal action to obtain payment of such benefits. In any such action, the Employer shall pay court costs and a reasonable attorney's fee.

- j)** When an Employer has failed to make all payments for all fringe benefits required by this Collective Bargaining Agreement and the Addendums thereto and such failure has continued until the end of the tenth (10th) day of the second (2nd) month following the month in which the hours were worked, such Employer shall thereupon deposit either a cash bond or surety company bond executed by a company authorized to transact insurance business in the State of Oregon with the designated administrator of the Health Care Fund, payable to such administrator for the benefit of all funds. Such bond shall guarantee that the Employer will make all fringe benefits payments to the Trustees of the respective trusts referred to in this Agreement and that the Employer will pay vacation pay to the employees who have earned such pay also as required by this Agreement and such

bond will be maintained for a minimum of three years.

Section 3.03 The amount of the bond shall be equal to a sum that is the greater of \$10,000 or the sum of \$4,500 per employee based upon the average number of employees reported over any six-month period. The Union may withdraw the services of employees and may refuse to refer prospective employees to any Employer who fails or refuses to deposit the bond as herein required.

Section 3.04 Notwithstanding anything contained in the Standard Form of Union Agreement or in any Addenda thereto, in the event an Employer is delinquent in the payment of their contributions to the above listed Funds, required to be paid under this Agreement or Supplement hereto, after an official of the Union has given seven (7) days written notice to the Employer of such delinquency in payment, the employees or the Union shall have the right to take any legal or economic action they deem fit against such Employer to collect such delinquent amounts.

REFERRAL PROCEDURES STANDARD FORM OF UNION AGREEMENT

The following Referral Procedures shall be forthwith placed in effect at the Union Dispatch Office pursuant to the provisions of the Collective Bargaining Agreement between Local Union No. 16 and the signatory Employers to the Standard Form of Union Agreement in the Sheet Metal, Roofing, Ventilating and Air Conditioning Divisions of the Construction Industry.

1. The Employer has agreed that they will first call the Union Dispatch Office for all workers. If Union Agents are asked to supply workers, they shall promptly relay such request to the Dispatch Office for servicing of the request.
2. A written record slip will be mailed or faxed to the Employer for each worker referred to a job. This is not a Union "clearance", but rather written evidence that the worker has been referred in accordance with the Labor Agreement.
3. The Dispatch Office shall maintain appropriate registration lists, cards, and other records of registered workers kept current from day to day and record slips of registered workers will be made in accordance with the provisions

hereinafter stated. However, when a worker seeks to register for the first time as a Journeyman sheet metal worker, they shall furnish satisfactory proof that they are qualified to do the work in the particular category in which they seek employment. It is the intention of the parties to the Labor Agreement that only competent workers shall be referred for employment. Standards to be used in determining qualifications will be as follows:

A. JOURNEYMAN SHEET METAL WORKERS:

Any worker who has previously worked at least 1,000 hours for a signatory Employer in the jurisdiction of Local Union No. 16 as a Journeyman Sheet Metal Worker or has complied with the requirements of the SFUA will be deemed to be qualified as Journeyman Sheet Metal Worker.

B. APPRENTICE AND TRAINEES:

Any worker currently registered in the Apprenticeship Program will be deemed as qualified.

C. PRE-APPRENTICE:

Any worker currently registered on the pool of eligible for the Apprenticeship Program will be deemed as qualified.

D. CLASSIFIED WORKER:

Any worker who has registered with the Local Union as a Classified Worker.

4. The Dispatch Office will maintain its registration lists in such manner as to refer worker either as Journeyman Sheet Metal Workers or other classifications without regard to Union or non-Union status of the registrant.

5. It will be the responsibility of all qualified workers who have been previously referred to re- register when out of work, if they desire to be referred again.

6. Dispatchers shall hand to each worker applying for the first time for registration and referral a copy of these Referral Procedures. A written receipt shall be mandatory from all workers who qualify and register for a referral for the first time.

7. "Available for work" means that the registrant must be present at the time and place uniformly required for referral and be ready, able and willing to go to the jobsite and perform the work for which is being referred. The practice of the Dispatch Office shall be uniform as to all registrants, with respect to physical presence in the office at given hours, or telephoning in, being available at the telephone, etc., and registrants shall be informed of the practice.

8. Appropriate notations shall be made on the registrant's card (Candidate Profile) when their name is reached for referral showing the job to which they are referred, their lack of availability or other reason that they have been passed over. If inquiry is made by the registrant they shall be given exactly the same information as to reasons, etc., as appears on the notation.

The signatory Employer and Local Union No. 16 both agree to post copies of these Referral and Dispatching Procedures in such places as may be conspicuous and available to all applicants for employment.

9. Dispatching hours will be from 8:00 a.m. until 5:00 p.m., Monday through Friday, except holidays. Workers desiring to be referred will make themselves available for call, either at the office of Local Union No. 16 or at a pre-designated telephone, during these hours. When a worker is referred they shall be removed from the list. There shall be no exception to this rule. When a worker is called for referral to a job for which they are qualified and they refuse such job or is not available, a notation shall be made to this fact. If two (2) jobs are refused, or the worker is unavailable for four (4) consecutive jobs, they will lose their spot on the list and be placed at the end of the list. Any worker who is referred, but who works less than one-hundred (100) hours will be replaced on the list in the place they held when referred unless they quit or volunteer for lay-off.

CLARIFICATION OF THE REFERRAL PROCEDURES

Sections 3 and 7

In order for the Dispatch Office to maintain proper and accurate lists, it is necessary that the worker, when laid off, shall register as soon as possible. Workers registering for the first time shall appear at the office in person at the time of registration. Workers seeking to re-register when out of work may either appear at the office in person or register by telephone. However, the worker should as often as possible appear in person and/or check the out-of-work list, in order to prevent possible error. Only workers who are registered with the Dispatch Office will be referred for work. The worker must check in at least once each month to keep their name on the out-of-work list.

The procedures outlined above are subject to review as needed by the Local Union and the Employers' Association and may be updated as necessary.

LETTER OF UNDERSTANDING

This letter of understanding attempts to clarify the potential path of Classified Workers, Pre-Apprentices and Apprentices as described in the Collective Bargaining Agreement between SMART Local Union #16 and SMACNA Columbia Chapter dated July 1st, 2016.

1. CLASSIFIED WORKERS

SMACNA and SMART agree that 50% and 60% Classified Workers will remain available classifications. The reason for maintaining the classifications is solely as a place to slot in non-union workers that are being recruited with experience as well as addressing existing individuals with these classifications. In order to qualify for a classification other than 40% the candidate must have the following minimum experience.

- a) 50% Classified Worker- 1-year experience (minimum)
- b) 60% Classified Worker - 2 years' experience (minimum)

Similar to 40% Classified Workers, 50% and 60% Classified Workers may perform any work covered by Article 1 of which

they are capable, with the exception of shop layout and detailing (manually drawn or computer assisted) and may not supervise in any way. The positions are limited to 1 year or 1500 hours of work experience, whichever is longer. Per Section 13.01 of the SFUA an extension of up to 1-year duration may be granted by the Examining Committee on an individual basis.

40%, 50% and 60% Classified Workers that have been granted an extension will not progress after 1 year and will be held at their current classification until any granted extension requests have expired, at which time they will automatically re-rate to a 45% Classified Worker with limited field capabilities.

Notice will be sent by SMART Local 16 to the 40%, 50% and 60% Classified Workers after 9 months of employment informing them of the need to meet the apprenticeship entrance qualifications within the next 3 months, or apply for an extension to the Examining Committee (evidence of progressing towards meeting the qualifications will be required at that time.) This notification will be sent to both the Employee and the Employer.

2. PRE-APPRENTICES

There will be (2) new Pre-Apprentice classifications established to help aid in tracking the wages for 50% and 60% Classified workers who qualify for the apprenticeship and therefore become Pre-Apprentices and to slot in non-union workers that are being recruited with experience and who otherwise meet the qualifications as established in Article XIII, Section 13.02 of the SFUA. These classifications are listed on the attached wage schedule as follows:

50% - Pre-Apprentice

60% - Pre-Apprentice

Similar to 45% Pre-Apprentices, 50% and 60% Pre-Apprentices may perform any work covered by Article 1 of which they are capable, with the exception of detailing, layout or supervision.

45%, 50% and 60% Pre-Apprentices shall not progress with additional experience but will be held at their current classification until granted entrance into the apprenticeship.

3. APPRENTICES

There will be (2) new Apprentice classifications established to help aid in tracking the wages for 60% Classified workers indentured into the apprenticeship program as established in Section 1.1.06 (c) of the SFUA. These classifications are listed on the attached wage schedule as follows:

50-60% - Apprentice

55-60% - Apprentice

The first number indicates which term the Apprentice is in as well as benefit package rates, while the second indicates the employees base wage rate. As the Apprentice is re-rated from 50% to 55% the benefit schedule will progress with the term, however the base wage rate will remain unchanged at 60% until the Apprentice reaches their 3rd term at which time both the wages and benefits will then progress together.

This Letter of Understanding will remain in effect for the duration of the current Collective Bargaining agreement as acknowledged this 1st Day of July 2023.

SMACNA CONTRACTOR LIST

Alliant Systems, LLC	MG McGrath Inc.
Apollo Sheet Metal, Inc.	MacDonald-Miller Facility Solutions
Arctic Sheet Metal	McGowne Iron Works
AROCK Technologies	McKinstry Co.
BIM Designs, Inc.	Milwaukee Heating & Cooling
C.K. Industries	Neudorfer Engineers, Inc.
CJ Hansen Company Inc.	Northwest Refrigeration Services, LLC
Crown Corr	Northwestern Roofing & Sheet Metal
Day Heating	NW Mountain Air, Inc.
Dead Nuts Detailing & CAD Services	Ocean Park Mechanical
DeaMor Associate, Inc.	Precision Test & Balance
Denali Heating & Air Conditioning Detemple Company, Inc.	R & J Metal Fabricators
Devco Mechanical, Inc.	Robert Lloyd Sheet Metal
Divine Heating & Cooling	S & R Sheet Metal
DUCTZ of Greater Portland & Vancouver	Southland Industries
FM Sheet Metal Inc.	Specialty Metal Fabricators, LLC
General Sheet Metal Works	Streimer Sheet Metal Works
Hanset Industries	Stryker Construction, Inc
Harder Mechanical Contractors, Inc.	Superior Air Handling Corporation
Harris & Hart, Inc.	Swan Island Sheet Metal Works
Harvest Valley Specialties	The Lynch Company
Harvey & Price	Thompson Metal Fabricators
Hermanson Company, LLP	Total Mechanical
Icon-BIM, LLC	Trotter & Morton Facility Service
J R Merit, Inc.	Umpqua Sheet Metal
JH Kelly	Unique Metal Products, LLC
Just Right Heating and Cooling	Universal Wall Systems
Kenco	US Test & Balance Corp
Liberty Metal Fabricators, Inc.	Vice Mechanical, LLC
M & H Metal Works, Inc.	Viking Mechanical

NOTES

AREA MAP

Local 16

- Area 1
- Area 2
- Area 3
- Local 55/66

