

**INTERNATIONAL ASSOCIATION OF SHEET METAL,
AIR, RAIL AND TRANSPORTATION WORKERS**

LOCAL UNION 105

&

**SHEET METAL AIR CONDITIONING
CONTRACTORS' NATIONAL ASSOCIATION**

SMACNA LOS ANGELES

&

ORANGE EMPIRE SMACNA



International Association



Sheet Metal | Air | Rail | Transportation Workers

COLLECTIVE BARGAINING AGREEMENT

JULY 1, 2015 TO JUNE 30, 2020

**STANDARD FORM OF UNION AGREEMENT
&
ADDENDA**

JULY 1, 2015 TO JUNE 30, 2020

**SHEET METAL AND AIR CONDITIONING
CONTRACTORS' NATIONAL ASSOCIATION**

**SMACNA – LOS ANGELES
12070 Telegraph Road, Suite 350
Santa Fe Springs, California 90670**

&

**ORANGE EMPIRE – SMACNA
3111 North Tustin Street, Suite 210
Orange, California 92865**

&

**INTERNATIONAL ASSOCIATION OF SHEET METAL,
AIR, RAIL AND TRANSPORTATION WORKERS**

**LOCAL UNION 105
2120 Auto Centre Drive
Glendora, California 91740**

Phone: (909) 305-2800

Fax: (909) 305-2822

Work To Be Performed Statement

Date: _____

Project Name & Address:

Type of Project:

- | | | |
|---------------|---|-------------|
| Commercial | • | Residential |
| Industrial | • | Utility |
| Institutional | • | Other |

Awarding Authority: • General Contractor • Mechanical Contractor • Owner • Other

The following checked items are applicable to the above job and have been assigned to sheet metal workers:

HVAC

- New Installation
- Existing Remodel
- Building HVAC System
- Tenant Development
- Sound Traps/Attenuators
- Variable Air Volume Boxes
- Mixing Boxes/Blenders
- Reheat Boxes
- Smoke Detectors
- Fire Dampers
- Volume Dampers
- Air Diffusers
- Air Light Diffusers
- Air Troffers
- Linear or Line Diffusers
- Convector Covers
- Exhaust Systems
- Louvers
- Hoods
- Odor/Fume Control Systems
- Air Washers/Scrubbers
- Vents (Single or Double Wall)
- Detailing
- Testing & Balancing

Architectural

- Sheet Metal Roofing
- Sheet Metal Decking
- Metal Roof Underlayment
- Flashing
- Coping
- Gutters/Downspouts
- Fascia
- Cornice
- Soffits
- Metal Siding
- Expansion Joints
- Metal Ceilings
- Metal Trim
- Ornamental
- Column Covers
- Skylights
- Louvers
- Draft Curtains
- Fire Curtains
- Metal Canopy
- Sun Shades

Other: _____

Miscellaneous

- Air Slides
- Airveyors
- Clean Rooms
- Enclosures
- Storage Bins
- Kitchen Equipment
- Laboratory Equipment
- Conveyors
- Ovens
- Dryers
- Dust Control Systems
- Industrial Fans
- Guards (Machines, etc.)
- Spray Booths
- Gravity Chutes
- Lockers
- Railing
- Shelving
- Structural Steel
(Industrial Contract)
- Lagging Over Insulation
- Toilet Partitions
- Miscellaneous Metals
- Other: _____

Other: _____

Signature of Authorized Company Representative

Company Name

Company Address

Local Union 105 Geographical Jurisdiction

Los Angeles & Orange Empire Collective Bargaining Agreement

Inyo, Mono, San Bernardino, Riverside, Orange and Los Angeles Counties, excluding the portion of Los Angeles County north of a straight line drawn through Gorman and Big Pines.

Bakersfield, Kern Collective Bargaining Agreement

Kern County including the portion of Los Angeles County north of a straight line drawn through Gorman and Big Pines.

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

Agreement entered into July 1, 2015 by and between Orange Empire SMACNA and SMACNA – Los Angeles (hereinafter referred to as SMACNA Employers) and each business establishment individually, whether represented by a contractor association or not, hereinafter referred to as the Employer, and Local Union **105** of the International Association of Sheet Metal, Air, Rail and Transportation Workers, hereinafter referred to as the Union for all work performed within the geographical jurisdiction of the Union.

ARTICLE I

SECTION 1. This Agreement covers the rates of pay and conditions of employment of all employees of the Employer engaged in but not limited to 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) metal roofing; and (f) all other work included in the jurisdictional claims of the International Association of Sheet Metal, Air, Rail and Transportation Workers. Also refer to Addendum No. 50, Section 3, 3(a) and 3(b).

ARTICLE II

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

SECTION 2. Subject to other applicable provisions of this Agreement, the Employer agrees that when subcontracting for prefabrication of materials covered herein, such prefabrication shall be subcontracted to fabricators who pay their employees engaged in such fabrication not less than the prevailing wage for comparable sheet metal fabrication, as established under provisions of this Agreement.

ARTICLE III

SECTION 1. The Employer agrees that none but journeymen, apprentice, pre-apprentice 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. 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

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

ARTICLE V

SECTION 1. The Employer agrees to require membership in the Union, as a condition of continued employment of all employees performing any of the work specified in Article I of this Agreement, within eight (8) days following the beginning of such employment or the effective date of this Agreement, whichever is the later, provided the Employer has reasonable grounds for believing that membership is available to such employees on the same terms and conditions generally applicable to other members and that membership is not denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership.

SECTION 2. 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 3. 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 4. 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. The Employer agrees to deduct the appropriate amount for 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 20th day of each month, the Employer shall remit to the designated financial officers of the International Association of Sheet Metal, Air, Rail and Transportation Workers and the Local Union 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

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

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 hours shall be paid at the regular hourly rate of pay. **(See Addenda)**

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

SECTION 2. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day **(See Addenda)** or days locally observed as such, and Saturday and Sunday shall be recognized as holidays. All work performed on holidays shall be paid as follows: **(See Addenda)**

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

SECTION 4. Shift work and the pay and conditions therefore shall be only as provided in written addenda attached to this Agreement. Energy conservation—Retrofit work performed outside the regular work day in occupied buildings shall be performed under shift work conditions to be established by the local parties or by the National Joint Adjustment Board on the request of either party, if not locally provided.

ARTICLE VII

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

SECTION 2. When employed outside of the limits specified in Section 1 of this Article, and within the jurisdiction of the Union, employees shall provide transportation for themselves which will assure their arrival at the limits specified in Section 1 of this Article at regular starting time, and the Employer shall provide or pay for all additional transportation for such jobs, including transportation from such job back to the limits specified in Section 1 of this Article which will assure arrival at such limits at quitting time. As an alternative to the foregoing method, travel expense 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

SECTION 1. The minimum rate of wages for journeymen sheet metal workers covered by this Agreement when employed in a shop or on a job within the jurisdiction of the Union to perform any work specified in Article I of this Agreement shall be \$(See Addenda) per hour, except hereinafter specified in Section 2 of this Article.

SECTION 2. On all work specified in Article I of this Agreement, fabricated and/or assembled by journeymen, apprentices, pre-apprentices and/or 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 3. 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 4. The provisions of Section 2 of this Article shall not be applicable to AIR POLLUTION CONTROL SYSTEMS fabricated for the purpose of removing air pollutants, excluding air conditioning, heating and ventilating systems. In addition, the provisions of Section 2 of this Article will not be applicable to the manufacture of spiral pipe and fittings, except when such a provision is contained in the local union agreement or addendum to the SFUA.

SECTION 5. Except as provided in Sections 2 and 6 of this Article, the Employer agrees that journeymen, pre-apprentice and classified 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 6. When the Employer has any work specified in Article I of this Agreement to be performed outside of the area covered by this Agreement and within the area covered by another Agreement with another local union affiliated with the 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. Journeymen sheet metal workers covered by this Agreement who are sent outside of the area covered by this Agreement shall be paid at least the established minimum wage scale specified in Section 1 of this Article but in no case less than the established wage scale of the local Agreement covering the territory in which such work is performed or supervised, plus all necessary transportation, travel time, board and expenses while employed in that area, and the Employer shall be otherwise governed by the established working conditions of the local Agreement. If employees

are sent into an area where there is no local Agreement of the 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 7. In applying the provisions of Sections 2, 5, and 6 of this Article VIII, the term "wage scale" shall include the value of all applicable hourly contractual benefits in addition to the hourly wage rate provided in said Sections.

SECTION 8. Welfare benefit contributions shall not be duplicated.

When sheet metal workers are employed temporarily outside the jurisdiction of their home local union, the parties signatory to this Agreement agree to arrange through the Health and Welfare Trust Fund to transmit health and welfare contributions made on behalf of the employee to the Health and Welfare Trust Fund in the employee's home local union.

The parties to this Agreement agree to establish a system for continuing health and welfare coverage for employees working temporarily outside the jurisdiction of the local collective bargaining agreement when health and welfare contributions are transmitted on their behalf by trust funds from other areas.

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 9. Wages at the established rates specified herein shall be paid **weekly** in the shop or on the job at or before quitting time on **See Addenda** of each week, and no more than two (2) days' pay will be withheld. Alternative payroll procedures, i.e., electronic and/or automatic deposit may be negotiated locally. However, employees when discharged shall be paid in full.

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

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

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

(b). The Employer shall pay the Sheet Metal and Air Conditioning Contractors' National Industry Fund of the United States (IFUS) the hourly contribution rate established by the IFUS trustees. The IFUS trustees shall notify the International Association of Sheet Metal, Air, Rail and Transportation Workers of any changes to the established contribution rate prior to such change becoming effective. The Employer shall contribute said amount 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 SMACNA Employers Association.

(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 13(a). Contributions provided for in Section 13(b) of this Article will be used to promote programs of industry education, training, negotiation and administration of collective bargaining agreements, research and promotion, such programs serving to expand the market for the services of the Sheet Metal Industry, improve the technical and business skills of Employers, stabilize and

improve Employer-Union relations, and promote, support and improve the employment opportunities for employees. No part of any such payments, however, shall be used for any other purpose except as expressly specified above.

(b). The Employer shall pay to the **SEE INDUSTRY FUND ADDENDUM** the hourly contribution rate established by the trustees of such local industry fund. The trustees of the local industry fund shall notify the local union of any changes to the established contribution rate prior to such change becoming effective. The Employer shall contribute said amount 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 monthly on or before the 20th day of the succeeding month.

(c). The local industry fund shall furnish to the Business Manager of the Union, not less often than semi-annually, written reports describing in reasonable detail the nature of activities in which it is engaged or which it supports directly or indirectly with any of its funds. One time per year, the local industry fund shall include in such written report, a statement attested to by a certified public accountant and containing its balance sheet and detailed statement of receipts and disbursements. Further specific detailed information in regard to local industry fund activities or its receipts and/or disbursements shall be furnished to the Business Manager of the Union upon his written request.

(d). Grievances concerning use of local industry fund monies to which an Employer shall contribute for purposes prohibited under Section 13(a) or for violations of other subsections of this Section shall be handled under the provisions of Article X of this Agreement. The National Joint Adjustment Board shall be authorized to impose any remedial order for violation of this Section, including termination of the Employer's obligation to contribute to the local industry fund.

SECTION 14. The Union and Employer recognize that the contributions provided in Sections 12(b) and 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 Sections 12(b) and 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 15. Effective as of the date of this Agreement, the Employer shall contribute to the International Training Institute for the Sheet Metal and Air Conditioning Industry (ITI) the hourly contribution rate established by the ITI Trustees. Such amount shall be contributed for each hour worked by each employee of the Employer covered by this Agreement. In the event that such hourly contribution rate is changed during the term of this Agreement, such change shall become effective during the next anniversary date of 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 electronically or through **(See Addenda)**.

Effective as of the date of this Agreement, the Employer shall contribute to the National Energy Management Institute Committee (NEMIC), the hourly contribution rate established by the NEMIC Trustees. Such amount shall be contributed for each hour worked by each employee of the Employer covered by this Agreement. In the event that such hourly contribution rate is changed during the term of this Agreement, such change shall become effective during the next anniversary date of 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 purposes of collection and transmittal electronically or through **(See Addenda)**.

Effective as of the date of this Agreement, the Employer shall contribute to the Sheet Metal Occupational Health Institute Trust (Institute) the hourly contribution rate established by the Institute's Trustees. Such amount shall be contributed 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. In the event that such hourly contribution rate is changed during the term of this Agreement, such change shall become effective during the next anniversary date of 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 Institute, or, for purposes of collection and transmittal electronically or through **(See Addenda)**.

The parties authorize the trustees of all National Funds (as defined below) to cooperatively establish uniform collection procedures to provide for efficient and effective operation of the various National Funds. The parties recognize that the National Funds can receive and process contribution reports and remittances electronically. The parties agree to encourage employers to utilize the electronic reporting and remittance system.

The parties agree to be bound by, and act in accordance with, the respective Plan Documents, Agreements and Declarations of Trusts and/or Trust Documents establishing or governing 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 to the extent that this Agreement requires contributions to the following funds, the Sheet Metal Workers' National Pension Fund, National Stabilization Agreement of the Sheet Metal Industry Trust Fund, Sheet Metal Workers' National Health Fund, Sheet Metal Workers' International Association Scholarship Fund, Sheet Metal Workers' National Supplemental Savings Plan (collectively, "National Funds"), as applicable and the separate agreements and declarations of trusts of all other local or national programs and benefit plans 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 or plan documents 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 documents.

SECTION 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 **(See Addenda)** 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 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 or local union, make the specified payment to such fund at weekly intervals. Such obligation shall continue until the Employer has not been delinquent in making contributions for a period of **(See Addenda)** consecutive months.

SECTION 18. The Employer and the Union understand that, the Sheet Metal Workers' National Pension Fund ("NPF" or "Fund") has issued a Rehabilitation Plan under the Pension Protection Act of 2006 and may in the future issue a Funding Improvement Plan under the Act. In addition, the NPF's Rehabilitation Plan or Funding Improvement Plan may provide for schedules which must be adopted by new or existing parties to this Agreement.

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

It is undesirable to pay a surcharge upon pension contributions, or face other undesirable consequences for failure to adopt a schedule. Accordingly, in the absence of a reallocation as provided above, at such time as the pension fund(s) furnishes the Employer and the Union with schedules as provided above, either party may re-open this Agreement upon thirty days written notice to the other, for the purpose of reaching agreement upon the adoption of one of those schedules. During the negotiations, the parties shall give due recognition to the desirability of maintaining pension benefits in light of economic conditions in the local area.

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

ARTICLE IX

SECTION 1. Journeymen, apprentice, pre-apprentice and classified sheet metal workers covered by this Agreement shall provide for themselves all necessary hand tools. The Union and the Employer shall establish a standardized tool list, which shall be set forth as a written addendum attached hereto.

SECTION 2. Journeymen, apprentice, pre-apprentice and classified 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 men, tools, equipment or materials from shop to job, from job to job, or from job to shop; facilities for such transportation to be provided by the Employer. This provision shall not restrict the use of an automobile or other conveyance to transport its owner and personal tools from home to shop or job at starting time or from shop or job to home at quitting time.

ARTICLE X

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

SECTION 1. Grievances of the Employer or the Union, arising out of interpretation or enforcement of this Agreement, shall be settled between the Employer directly involved and the duly authorized representative of the Union, if possible. Both parties may participate in conferences through representatives of their choice. 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 2. Grievances not settled as provided in Section 1 of this Article may be appealed by either party to the Local Joint Adjustment Board where the work was performed or in the jurisdiction of the Employer's home local and such Board shall meet promptly on a date mutually agreeable to the members of the Board, but in no case more than fourteen (14) calendar days following the request for its services, unless the time is extended by mutual agreement of the

parties or Local Joint Adjustment Board. The Board shall consist of representatives of the Union and of the local Employers' Association and both sides shall cast an equal number of votes at each meeting. Except in the case of a deadlock, a decision of a Local Joint Adjustment Board shall be final and binding.

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

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

In establishing the grievance procedure of the Standard Form of Union Agreement, it was the intent of the 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 4. Grievances not settled as provided in Section 3 of this Article may be appealed jointly or by either party to the National Joint Adjustment Board. Submissions shall be made and decisions rendered under such procedures as may be prescribed by such Board. Appeals to the National Joint Adjustment Board shall be submitted within thirty (30) days after termination of the procedures described in Section 3 of this Article. The Procedural Rules of the National Joint

Adjustment Board are incorporated in this Agreement as though set out in their entirety. (Copies of the procedures may be obtained from the National Joint Adjustment Board.*)

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

SECTION 6. In the event of non-compliance within thirty (30) calendar days following the mailing of a decision of a Local Joint Adjustment Board, Panel, or the National Joint Adjustment Board, a local party may enforce the award by any means including proceedings in a court of competent jurisdiction in accord with applicable state and federal law. If the party seeking to enforce the award prevails in litigation, such party shall be entitled to its costs and attorney's fees in addition to such other relief as is directed by the courts. 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 7. Failure to exercise the right of appeal at any step thereof within the time limit provided therefore shall void any right of appeal applicable to the facts and remedies of the grievances involved. There shall be no cessation of work by strike or lockout during the pendency of the procedures provided for in this Article. Except in case of deadlock, the decision of the National Joint Adjustment Board shall be final and binding.

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

(a). Should the negotiations for a renewal of this Agreement or negotiations regarding a wage/fringe 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 9. Employers not contributing to the Industry Fund of the United States (IFUS) 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. 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 NJAB 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 NJAB pursuant to the rules as established and modified from time to time by said Board. The unanimous decisions of said Board shall be final and binding upon the parties. There shall be no strike or lockout over such a dispute.

SECTION 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

SECTION 1. All duly qualified apprentices shall be under the supervision and control of a Joint Apprenticeship and Training Committee composed of an equal number of trustees, half of whom shall be selected by the Employer, and half by the Union. There shall be a minimum of 4 trustees. Said Joint Apprenticeship and Training Committee shall formulate and make operative such rules and regulations as they may deem necessary and which do not conflict with the specific terms of this Agreement, to govern eligibility, registration, education, transfer, wages, hours, working conditions of duly qualified apprentices and the operation of an adequate apprentice system to meet the needs and requirements of the trade. Said rules and regulations when formulated and adopted by the parties hereto shall be recognized as part of this Agreement.

SECTION 2. The Joint Apprenticeship and Training Committee designated herein shall serve for the life of this Agreement, except that vacancies in said Joint Apprenticeship and Training Committee caused by resignation or otherwise, may be filled by either party hereto, and it is hereby mutually agreed by both parties hereto, that they will individually and collectively cooperate to the extent that duly qualified apprentices be given every opportunity to secure proper technical and practical education experience in the trade, under the supervision of the Joint Apprenticeship and Training Committee.

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

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

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

SECTION 5. 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.

SECTION 6. A graduated wage scale similar to that shown below, based on the journeyman wage rate, shall be established for apprentices. The scale may vary based on local market conditions and recruiting requirements.

| | |
|--------------------------------|----------------------------------|
| First year: | First half 40% - Second half 45% |
| Second year: | First half 50% - Second half 55% |
| Third year: | First half 60% - Second half 65% |
| Fourth year: | First half 70% - Second half 75% |
| Fifth year (where applicable): | First half 80% - Second half 85% |

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

SECTION 7. The parties will establish on a local basis the 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 check-off in compliance with the provisions of Section 302(c) of the

Labor-Management Relations Act of 1947. Activities that may be funded by Employer contributions shall be so funded if, and to the extent, the parties shall agree locally to sponsor and implement the same.

SECTION 8. The parties agree that concentrated apprenticeship training is preferable to night-schooling and urge the Joint Apprenticeship and Training Committee to implement 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 9. The parties agree that career-long skill upgrade training 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

SECTION 1. 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 2. 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

SECTION 1. It is hereby agreed that the Employer may apply to the Joint Apprenticeship and Training Committee and the Joint Apprenticeship and Training Committee shall grant pre-apprentices on the basis of one (1) pre-apprentice for each three (3) apprentices employed by the Employer. Provided, however, that an Employer who employs one (1) or more apprentices and at

least three (3) sheet metal journeymen shall be entitled to at least one (1) pre-apprentice. Any apprentice of the Employer on layoff at the effective date of this Agreement must be rehired before said Employer is entitled to any pre-apprentice. Thereafter, the same conditions and ratios shall apply.

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 be enrolled as applicants for future openings in the apprenticeship program. The Joint Apprenticeship and Training Committee shall evaluate the qualifications of pre-apprentices for such openings during the first year of employment. No pre-apprentice shall be retained beyond one (1) year unless the pre-apprentice has been found to be qualified as an applicant.

The wage scale for pre-apprentices shall be a minimum of thirty percent (30%) of the wage rate for journeymen sheet metal workers. Health and welfare coverage shall be arranged on behalf of the pre-apprentices by the parties.

Pension contributions will be paid on all hours worked beginning with the first payroll period after 90 days in the amount of five percent (5%) of the journeyman pension fund contribution, to the next whole cent, or a minimum of twelve cents (\$0.12) per hour, whichever is greater, for each hour worked on or after the effective date of this agreement. The parties shall make all necessary arrangements so that any pre-apprentice being reclassified shall experience no break in benefits coverage.

ARTICLE XIV

SECTION 1. Classified workers may be employed in the following ratio:

- A. one (1) classified worker for any Employer who employs an apprentice;
- B. two (2) classified workers for any Employer who employs at least three (3) apprentices;
- C. thereafter, the ratio will be one (1) classified worker for each additional three (3) apprentices employed.

Classified workers may perform any work covered by Article I of which they are capable and will work under the general direction of a journeyman. The wage rate for classified workers will be not less than forty percent (40%) of the journeyman wage rate. They shall be covered by the local health and welfare plan. Pension contributions shall be the same percentage as their wage rate.

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.

ARTICLE XV

SECTION 1. 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 XVI

SECTION 1. 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 XVII

SECTION 1. This Agreement and Addenda Numbers One (1) through Fifty-Three (53) attached hereto shall become effective on the 1st day of July, 2015 and remain in full force and effect until the 30th day of June, 2020 and shall continue in force from year to year thereafter unless written notice of reopening is given not less than ninety (90) days prior to the expiration date. In the event such notice of reopening is served, this Agreement shall continue in force and effect until conferences relating thereto have been terminated by either party by written notice, provided, however, that, if this Agreement contains Article X, Section 8, it shall continue in full force and effect until modified by order of the National Joint Adjustment Board or until the procedures under Article X, Section 8 have been otherwise completed.

SECTION 2. If, pursuant to federal or state law, any provision of this Agreement shall be found by a court of competent jurisdiction to be void or unenforceable, all of the other provisions of this Agreement shall remain in full force and effect. The parties agree to meet and negotiate a substitute provision. If negotiations are unsuccessful, the issue may be submitted for resolution by either party pursuant to Article X, Section 8 of this Agreement.

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

SECTION 4. Each Employer hereby waives any right it may have to repudiate this Agreement during the term of this Agreement, or during the term of any extension, modification or amendment of this Agreement. This shall be effective during the entire term of any collective bargaining agreement that has been entered into under Section 8(f) of the National Labor Relations Act, and upon conversion of the bargaining relationship to one under Section 9(a) of the National Labor Relations Act, either by an election conducted by the National Labor Relations Board, or through the procedures set forth in this Agreement.

SECTION 5. By execution of this Agreement the Employer authorizes **THEIR RESPECTIVE EMPLOYER ASSOCIATION (SMACNA – LA or Orange Empire SMACNA)** 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 _____ day of _____, _____.
(Month) (Year)

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

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.

SMACNA Employers

**Sheet Metal, Air, Rail and
Transportation Workers Local Union 105**

By: _____
(Signature of Officer or Representative)
**Kevin O'Doriso, Executive Director
SMACNA – Los Angeles
Authorized Bargaining Representative
Orange Empire SMACNA**

By: _____
(Signature of Officer or Representative)
**Luther B. Medina
Business Manager/ President**



International Association



Sheet Metal | Air | Rail | Transportation Workers

**INTERNATIONAL ASSOCIATION OF SHEET METAL,
AIR, RAIL AND TRANSPORTATION WORKERS
LOCAL UNION 105**

**ADDENDA TO THE STANDARD FORM OF
UNION AGREEMENT, A-08-11**

PREAMBLE

This Agreement is between International Association of Sheet Metal, Air, Rail and Transportation Workers Local Union 105 and Orange Empire SMACNA and SMACNA-Los Angeles (hereinafter referred to as SMACNA Employers), on behalf of their members and by all signatory parties hereto.

This Agreement shall consist of the Standard Form of Union Agreement, A-08-11, and the following addenda thereto. In the event of a conflict between the provisions of the Standard Form of Union Agreement and these addenda, the provisions of these addenda shall take precedence.

**ADDENDUM NO. 1
DEFINITION OF EMPLOYEES**

Any person employed by the Employer to perform any of the work covered under Article 1, Section 1, of the Standard Form of Union Agreement is defined as, and hereinafter referred to as, “Employee.”

ADDENDUM NO. 2
MINIMUM WAGE SCALE

SECTION 1. Journeyman Wage Scale.

| Effective | 7/1/2015 | 7/1/2016 | 7/1/2017 | 7/1/2018 | 7/1/2019 |
|--|----------|----------|----------|----------|----------|
| Package | 2.15 | 2.10 | 2.00 | 2.00 | 2.00 |
| Hourly Taxable Wage | 41.26 | | | | |
| Savings Account - 10% of Wages | | | | | |
| 401(a) Plan | 0.50 | 0.50 | TBA | TBA | TBA |
| Retirees' Supplemental Health Plan | 0.35 | 0.35 | TBA | TBA | TBA |
| Health Plan A | 9.85 | TBA | TBA | TBA | TBA |
| Local Pension | 10.13 | 11.07 | TBA | TBA | TBA |
| Local Training (JATC) | 0.70 | 0.70 | 0.70 | 0.70 | 0.70 |
| ITI | 0.12 | 0.12 | 0.12 | 0.12 | 0.12 |
| National Pension Fund | 3.73 | 3.99 | 4.27 | TBA | TBA |
| NEMI | 0.03 | 0.03 | 0.03 | 0.03 | 0.03 |
| SMOHIT | 0.02 | 0.02 | 0.02 | 0.02 | 0.02 |
| LMCT | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 |
| Health Reimbursement Arrangement (HRA) | TBA | TBA | TBA | TBA | TBA |
| Employee Total Fringe Package | 25.52 | | | | |
| Industry Fund | 0.53 | 0.53 | 0.53 | 0.53 | 0.53 |
| Total Wage and Fringe Package | 67.31 | 69.41 | 71.41 | 73.41 | 75.41 |

SECTION 2. The table below indicates how taxable wages, effective July 1, 2015, are affected by a Journeyman’s 401(a) contribution level. All other fringe benefits are the same as defined in Section 1 above. Overtime rates, Foremen’s rate and General Foreman’s rate are to be calculated using the Journeyman taxable wage as defined in Section 1 above.

| | Class 1 | Class 2 | Class 3 | Class 4 | Class 5 | Class 6 | Class 8 | Class 10 | Class 12 | Class O |
|-------------|------------|------------|------------|------------|------------|------------|------------|-------------|-------------|------------|
| 401(a) Plan | 0.50 | 1.00 | 2.00 | 3.00 | 4.00 | 5.00 | 7.00 | 9.00 | 11.00 | 0.00 |

**Class A is an additional contribution for all employees other than journeymen.

SECTION 3. Wages and fringe benefits for new indentured Apprentices effective January 1, 2016.

| Period | 1 st | 2nd | 3rd | 4 th | 5th | 6th | 7th | 8th | 9 th | 10th |
|---------------------------------|-----------------|------|------|-----------------|------|------|------|------|-----------------|------|
| Percentage of Journeyman Wage | 40% | 40% | 45% | 50% | 55% | 60% | 65% | 70% | 75% | 80% |
| Savings Account 10% of Wages | | | | | | | | | | |
| 401(a) Plan | 0.50 | 0.50 | 0.50 | 0.50 | 0.50 | 0.50 | 0.50 | 0.50 | 0.50 | 0.50 |
| Health Plan | 5.70 | 5.70 | 5.70 | 5.70 | 9.85 | 9.85 | 9.85 | 9.85 | 9.85 | 9.85 |
| Local Pension | 3.00 | 3.00 | 3.00 | 3.00 | 3.00 | 3.00 | 3.00 | 3.00 | 3.00 | 3.00 |
| Local Training (JATC) | 0.70 | 0.70 | 0.70 | 0.70 | 0.70 | 0.70 | 0.70 | 0.70 | 0.70 | 0.70 |
| ITI | 0.12 | 0.12 | 0.12 | 0.12 | 0.12 | 0.12 | 0.12 | 0.12 | 0.12 | 0.12 |
| National Pension | 1.49 | 1.49 | 1.68 | 1.87 | 2.05 | 2.24 | 2.42 | 2.61 | 2.80 | 2.98 |
| NEMI | 0.03 | 0.03 | 0.03 | 0.03 | 0.03 | 0.03 | 0.03 | 0.03 | 0.03 | 0.03 |
| SMOHIT | 0.02 | 0.02 | 0.02 | 0.02 | 0.02 | 0.02 | 0.02 | 0.02 | 0.02 | 0.02 |
| LMCT | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 |
| Industry Fund | 0.53 | 0.53 | 0.53 | 0.53 | 0.53 | 0.53 | 0.53 | 0.53 | 0.53 | 0.53 |

Wages and fringe benefits for new indentured Apprentices effective January 1, 2011.

| Period | 1 st | 2nd | 3rd | 4 th | 5th | 6 th | 7th | 8th | 9th | 10th |
|-------------------------------|-----------------|------|------|-----------------|------|-----------------|------|------|------|------|
| Percentage of Journeyman Wage | 44% | 48% | 52% | 56% | 60% | 64% | 68% | 72% | 76% | 80% |
| Savings Account 10% of Wages | | | | | | | | | | |
| 401(a) Plan | 0.50 | 0.50 | 0.50 | 0.50 | 0.50 | 0.50 | 0.50 | 0.50 | 0.50 | 0.50 |
| Health Plan | 5.70 | 5.70 | 5.70 | 5.70 | 9.85 | 9.85 | 9.85 | 9.85 | 9.85 | 9.85 |
| Local Pension | 3.00 | 3.00 | 3.00 | 3.00 | 3.00 | 3.00 | 3.00 | 3.00 | 3.00 | 3.00 |
| Local Training (JATC) | 0.70 | 0.70 | 0.70 | 0.70 | 0.70 | 0.70 | 0.70 | 0.70 | 0.70 | 0.70 |
| ITI | 0.12 | 0.12 | 0.12 | 0.12 | 0.12 | 0.12 | 0.12 | 0.12 | 0.12 | 0.12 |
| National Pension | 1.64 | 1.79 | 1.94 | 2.09 | 2.24 | 2.34 | 2.59 | 2.69 | 2.83 | 2.98 |
| NEMI | 0.03 | 0.03 | 0.03 | 0.03 | 0.03 | 0.03 | 0.03 | 0.03 | 0.03 | 0.03 |
| SMOHIT | 0.02 | 0.02 | 0.02 | 0.02 | 0.02 | 0.02 | 0.02 | 0.02 | 0.02 | 0.02 |
| LMCT | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 | 0.09 |
| Industry Fund | 0.53 | 0.53 | 0.53 | 0.53 | 0.53 | 0.53 | 0.53 | 0.53 | 0.53 | 0.53 |

Wages and Fringe Benefits for Apprentices indentured **before** January 1, 2011.

| Period | 1st | 2nd | 3rd | 4 th | 5th | 6th | 7th | 8th | 9th | 10 th |
|-------------------------------|------|------|------|-----------------|------|------|------|------|------|------------------|
| Percentage of Journeyman Wage | 50% | 54% | 58% | 62% | 66% | 70% | 74% | 78% | 82% | 86% |
| Local Pension | 0.50 | 0.50 | 0.50 | 0.50 | 0.50 | 0.50 | 0.50 | 0.50 | 0.50 | 0.50 |
| National Pension | 1.87 | 2.01 | 2.16 | 2.31 | 2.46 | 2.61 | 2.76 | 2.91 | 3.06 | 3.21 |

Overtime rates are to be calculated using the appropriate Apprentice wage percentage as defined above.

SECTION 4. Wages and fringe benefits for Classified Workers effective January 1, 2011.

| Percentage of Journeyman Wage | 30% | 35% | 40% | 45% | 50% | 55% | 60% |
|---------------------------------|------|------|------|------|------|------|------|
| Savings Account 10% of Wages | | | | | | | |
| 401(a) Plan | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 |
| Health Plan B | 5.70 | 5.70 | 5.70 | 5.70 | 5.70 | 5.70 | 5.70 |
| Local Pension | 2.40 | 2.40 | 2.40 | 2.40 | 2.40 | 2.40 | 2.40 |
| National Pension* | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 | 0.18 |
| Local Training (JATC) | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 |
| ITI | 0.12 | 0.12 | 0.12 | 0.12 | 0.12 | 0.12 | 0.12 |
| NEMI | 0.03 | 0.03 | 0.03 | 0.03 | 0.03 | 0.03 | 0.03 |
| SMOHIT | 0.02 | 0.02 | 0.02 | 0.02 | 0.02 | 0.02 | 0.02 |
| LMCT | 0.04 | 0.04 | 0.04 | 0.04 | 0.04 | 0.04 | 0.04 |
| Industry Fund | 0.44 | 0.44 | 0.44 | 0.44 | 0.44 | 0.44 | 0.44 |

SECTION 4(a). After six months of employment, the hourly taxable wages for classified workers shall be thirty-five percent (35%) of the journeyman hourly taxable wage.

SECTION 4(b). After one year of employment, the hourly taxable wages for classified workers shall be forty percent (40%) of the journeyman hourly taxable wage.

SECTION 5. Wages and fringe benefits for pre-apprentices effective January 1, 2011.

| | | |
|---------------------------------|------|---|
| Percentage of Journeyman Wage | 30% | 35% After Six (6) Months of Employment |
| Savings Account 10% of Wages | | |
| Health Plan B | 5.70 | 5.70 |
| Local Training (JATC) | 0.20 | 0.20 |
| National Pension* | 0.19 | 0.19 |
| Industry Fund | 0.53 | 0.53 |

* National Pension Fund contribution rate shall be five percent (5%) of the journeyman contribution rate or minimum twelve cents (\$0.12) per hour.

SECTION 6. Allocation of Wage Package: Package increases shall be allocated to the established funds by the membership of the Local Union. During the term of this Agreement, any decrease in contributions required by trustees of the established funds, with the exception to Health Plan B, shall be allocated to the wages and/or fringe package by membership action. Any increase in contributions required by the trustees shall come from the wages and/or fringe package, with the exception to Health Plan B. Increases to the National Pension shall be limited to incremental increases as required by the trustees.

If the trustees of the Health Plan require increased contributions to maintain Plan B benefits, the Employer shall pay such increase. If the required contribution level is decreased, such decrease shall be deducted from the Employer's contribution.

SECTION 7. Prevailing Wages: In the event the methods by which prevailing wages are determined by the California Department of Industrial Relations or the Secretary of the United States Department of Labor are altered, a Joint Industry Committee meeting will be convened within 30 days to address ways of allowing the Employers signatory to this Agreement to remain competitive in the market.

ADDENDUM NO. 3 HEALTH PLAN

SECTION 1. The Sheet Metal Workers' Health Plan of Southern California, Arizona and Nevada, (Health Plan) which is currently in effect and in operation is hereby renewed without interruption and shall continue to be administered by joint trustees composed of an equal number of representatives of the Union and representatives of the Employers which shall hereafter for purposes of this trust be appointed by their respective organizations and none other. Every Employer shall pay the contribution as specified in the Minimum Wage Scale Addendum for the operation of the Health Plan under the established Trust Agreement. Contributions to the Health Plan shall be paid on all Employees, as defined in the Definition of Employees Addendum, for each hour worked. Fund payments shall be required as provided in the Funds Payment Addendum.

SECTION 2. During the term of this Agreement, a Health Reimbursement Arrangement (HRA) may be negotiated into this Agreement under a Memorandum of Understanding.

ADDENDUM NO. 4 PENSION PLANS

SECTION 1. The Sheet Metal Workers' National Pension Fund (National Pension) which is currently in effect and in operation is hereby renewed without interruption, and shall continue to be administered nationally by joint labor and management trustees.

The Sheet Metal Workers Pension Plan of Southern California, Arizona and Nevada, (Local Pension) which is currently in effect and in operation is hereby renewed without interruption and shall continue to be administered by joint trustees.

The Employer and the Union recognize that, during the term of this Agreement, the Sheet Metal Workers' National Pension and Local Pension will notify the parties of the Funds' status under the Pension Protection Act of 2006. As of January 15, 2014, the National Pension is in endangered status, while the Local Pension remains in critical status, and each fund has adopted a rehabilitation plan incorporating alternative schedules of benefits and contributions.

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

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

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

The foregoing contribution rates are intended to represent the Employer's total hourly cost for providing pension benefits during the term of this agreement. If the National Pension or Local Pension requires contributions in excess of these amounts, or the Pensions fail to meet the minimum contribution requirements established by law, the hourly wage rate shall be immediately reduced by an equivalent amount. Upon 30 days written notice to the Associations, the Union may request negotiations with the Associations to arrive at an alternative method of reducing wages or fringe benefit costs in an amount equivalent to any pension increase. In no event shall the total wage/fringe package be increased as a result of such negotiations. All other provisions of the agreement shall remain in full force and effect during such negotiations.

SECTION 2. The parties hereto have entered into an Agreement and Declaration of Trust establishing the Southern California Sheet Metal Workers 401(a) Plan which shall be part of this Agreement as if written herein.

SECTION 3. The joint trustees of the Local Pension and 401(a) Plan shall consist of an equal number of representatives of the Local Union and representatives of the Employers which shall be appointed by their respective organizations and none other.

SECTION 4. Every Employer shall pay the contributions to the Pension Plans as specified in the Minimum Wage Scale Addendum for each hour worked. Fund payments shall be required as provided in the Funds Payment Addendum.

ADDENDUM NO. 5
SHEET METAL WORKERS' LOCAL UNION NO. 105
RETIREEES SUPPLEMENTAL HEALTH PLAN

Each Employer shall pay into the established Retirees Supplemental Health Plan as specified in the Minimum Wage Scale Addendum for each hour worked by all Journeymen. The trust agreement and method of administration shall govern the Retirees Supplemental Health Plan. Fund payments shall be required as provided in the Funds Payment Addendum.

ADDENDUM NO. 6
UNION DUES CHECK-OFF

It is hereby agreed that a dues check-off system shall be established as part of this Agreement.

The gross wage shall include the Union dues check-off monies in the amount shown in the Wage and Fringe schedules. All classifications will be required to pay a Union dues check-off rate equal to their percentage of the journeyman rate of pay multiplied by the journeyman Union dues

check-off rate to determine the required hourly rate of Union dues check-off for every hour worked. After normal tax deductions are made from the weekly gross taxable wages, each Employer agrees to withhold the full amount in trust, up to and including the last pay period of the month and shall then remit said check-off monies in such manner and on such report form as provided in the Funds Payment Addendum. All weekly paycheck stubs shall indicate the amount of Union dues check-off monies withheld. Once the check-off monies have been properly remitted per this Agreement, the Employer shall have no further responsibility for same.

It is further agreed that if in the future, there is a need to increase the amount or to expand the use of this dues check-off, the Local Union shall have the control of determining the amounts or uses necessary from this fund.

If a merit increase is given to an employee under any classification other than journeyman or apprentice, the employer must pay the Union dues check-off rate that closest coincides with the Union dues check-off rates for the employee's classification as listed on the wage and fringe benefit schedules provided by the Local Union. The rate must coincide with the actual amount the employee is being paid as to ensure the proper Union dues check-off rate is being reported on the employee's behalf. This notification must be in writing by changing the Union dues check-off rate reported to reflect the proper Union dues check-off rate on the fringe benefit remittance form or as a written communication to the dispatcher.

The Local Union in consideration of this dues check off provision hereby indemnifies the Employer from any and all losses, suits and claims of any kind or nature which arise from the said Employer's check off of Union dues as provided for in this Agreement.

ADDENDUM NO. 7 SAVINGS ACCOUNTS

It is hereby agreed that a mandatory Employee Savings system shall be part of this agreement.

The gross wages shall include the Savings monies as shown in the Minimum Wage and Fringe Addendum. After normal tax deductions are made from the weekly gross taxable wages, each Employer agrees to withhold the full amount in trust, up to and including the last pay period of the month and shall then remit Savings monies in such manner and on such report form as provided in the Funds Payment Addendum. All weekly paycheck stubs shall indicate the amount of Savings withheld. Once the Savings monies have been properly remitted to the designated financial institution, the Employer shall have no further responsibility for same.

Further, the parties to this Agreement will confer and agree upon a designated financial institution which will maintain an individual account for each Employee and each Employee shall have sole control over said account. The parties to this Agreement shall provide voluntary employee savings account deductions to be transmitted to Local Union 105 Dues Assistance Fund, General Fund and Political Education Fund upon presentation of signed voluntary authorization forms designating the amount transmitted to each fund.

ADDENDUM NO. 8 INDUSTRY FUND

SECTION 1. The Industry Funds previously established by the parties shall continue in effect and shall be administered by the appropriate Boards of Trustees.

SECTION 2. Every Employer shall contribute to the Industry Fund the sum of fifty-three cents (\$0.53) per hour for each hour worked by each and every Journeyman, Apprentice, and Pre-apprentice; and in addition, every employer shall contribute the sum of forty-four cents (\$0.44) per hour for each hour worked by each and every Classified Worker as defined elsewhere in this Agreement.

SECTION 3. If during the term of this Agreement the trustees of the Industry Fund determine that additional monies are required for said Funds, they may assess the necessary monies, and such increase will be put into effect as agreed by the Joint Industry Committee and will be binding on all Employers signatory to this Agreement.

SECTION 4. Payments to said Funds shall be in accordance with the time frame as provided by the Funds Payment Addendum.

SECTION 5. Every signatory Employer subscribes to and agrees to be bound by all provisions and terms of the Industry Fund trust documents and amendments, changes, and modifications thereto, now or hereafter adopted, as well as all rules, regulations, and actions adopted by the trustees of said Fund.

SECTION 6. This Industry Fund Addendum shall apply to Employers utilizing Project Labor Agreements (PLAs) and/or Project Stabilization Agreements (PSAs) with Sheet Metal Workers Local Union 105, whether public or private.

ADDENDUM NO. 9 LABOR MANAGEMENT COOPERATION TRUST

SECTION 1. The parties to this Agreement hereby establish the Southern California Sheet Metal Industry Labor Management Cooperation Trust (LMCT), which shall consist of an equal number of representatives from the Union and the Employers' Associations combined.

SECTION 2. Each Employer shall pay into the established Labor Management Cooperation Trust the amounts listed in the Minimum Wage Scale Addendum for each hour worked by all Journeymen, Apprentices and Classified Workers. Fund payments shall be required as provided in the Funds Payment Addendum.

SECTION 3. The purpose and uses of the Labor Management Cooperation Trust shall be limited pursuant to the Labor Management Cooperation Act of 1978, 29 U. S. C. 175(a) and the Trust is established pursuant to Section 302(c)(9) of the Taft-Hartley Act, as amended, 29 U. S. C. 186(c)(9).

SECTION 4. The LMCT shall establish, administer and fund a tool replacement plan whereby an Employee, whose hand tools are lost due to fire or theft when the hand tools are on a jobsite under the Employer's lock and key, may be replaced with proper documentation and

replacement deductible payable by the Employee at the cost of \$20.00 with verification that a police report has been filed and \$40.00 with no police report.

SECTION 5. The benefits of the tool replacement plan apply only to members of the Local Union working for Employers signatory to this Collective Bargaining Agreement. Failure to comply with the rules and procedures will relieve the LMCT of all liability.

SECTION 6. Tool Replacement

SECTION 6(a). The Employer shall be responsible for the replacement of his Employee's tools that are lost or damaged due to fire or forced entry when the tools are under the Employer's lock and key, either at the shop or in a company vehicle.

SECTION 6(b). The Labor Management Cooperation Trust (LMCT) shall be responsible for the replacement of Employee's tools lost due to fire, theft, or burglary when tools are on a jobsite under Employer's lock and key or under the Employee's general supervision. (This includes company vehicles when vehicles are used as a tool box.) The liability of the LMCT shall be limited to the tools listed on the approved inventory list.

SECTION 6(c). It shall be the responsibility of the Employee to use all reasonable means to preserve and protect his tools and the Employer's tools. Failure to do so may relieve the Employer and/or LMCT of all liability. Any Employee willfully making false or inaccurate claims will be in violation of the Agreement and will be dealt with by the SMACNA/Local Union Joint Industry Committee.

SECTION 6(d). In the event of a disputed claim, any party to the dispute may request an appearance before the Joint Industry Committee, whose ruling shall be final and binding.

SECTION 6(e). Tool replacement under this Section will not be considered without the filing of the proper Tool Loss Reporting Form. The Form must contain the following information: Employee's name; location and details of loss; date of loss; details of the police report, and verification of the filing of the police report by the Employer's representative and the Union Representative.

SECTION 6(f). In order to be considered for replacement, all claims must be reported before the end of the second working day after first knowledge of the loss. Claims must be reported to the Employer, the Local Union, and the LMCT. The Tool Loss Reporting Form must be completed and submitted to the LMCT within five (5) working days.

SECTION 6(g). To facilitate this procedure, upon telephone verification of theft to the Local Union and the LMCT, the LMCT will authorize the replacement of tools covered under this plan. Tools covered under this plan will be in a tool kit form and contain only the necessary hand tools required for immediate return to work. The tool kits will be stocked in sufficient quantities to keep loss of Employees' productive time to a minimum. The list of tools contained in the tool kits may be revised from time to time as deemed necessary by the SMACNA/Local Union Joint Industry Committee. Approved claims will be settled by actual tool replacement only and not by monetary reimbursement.

SECTION 7. The LMCT will be used to promote the industry by holding an annual graduation ceremony for apprentices who have completed the requirements to become a journeyman prior to the ceremony being held. Five cents (\$0.05) of the LMCT Fund will be set aside for this Apprenticeship Graduation Ceremony to be held once a year as scheduled by the

apprenticeship. The JATC will maintain the scheduling and preparation of the apprentice graduation and submit the costs to the LMCT for their approval and payment.

**ADDENDUM NO. 10
REPRESENTATION ON
TRUST FUNDS, BOARDS, & COMMITTEES**

SECTION 1. Only individuals who are Members in good standing of the Union or who have been engaged as an Employer in the Sheet Metal contracting business and who are signatory to this Agreement shall serve on any Board, Committee or as a Trustee of any Joint Fund.

SECTION 2. The Associations, representing their members, shall have the exclusive right to appoint the Employer Representatives on the Local Joint Adjustment Board provided by Article X of the Standard Form of Union Agreement, and the Joint Industry Committee.

SECTION 3. The parties to this Agreement recognize that a Health Plan, a Local Pension Plan, a Joint Apprenticeship Training Committee (JATC), a Retirees Supplemental Health Plan, a Labor Management Cooperation Trust and a 401(a) Plan have each been established and administered by joint Boards of Trustees composed of equal numbers of representatives of the Union and the Employers. The trusts shall be administered pursuant to the terms and provisions of trust agreements and amendments, changes and modifications covering each respective joint trust, as well as the rules and regulations, operations and actions of the Boards of Trustees for each respective joint trust. The parties to this Agreement hereby subscribe to and agree to be bound by all the provisions of each such Trust Agreement and amendments, changes, and modifications thereto, now or hereafter entered into as well as the rules and regulations of each respective Joint Board of Trustees and agree that the trustee or trustees representing the parties to this Agreement shall be those presently serving as such Employer and Union trustees or their replacements pursuant to the terms and provisions of each respective Trust Agreement, now or hereafter entered into as provided in this Collective Bargaining Agreement.

SECTION 3(a). The amounts contributed by the Employer in Section 3 above shall represent **irrevocable** contributions of the Employer to the Trust and shall not be returned to the Employer. If a formal request is made for a refund, contributions made because of a good faith mistake may be returned as allowed by applicable law and as authorized by the Trustees. Any such refund to an Employer shall be at the total discretion of the Trustees.

SECTION 4. It is the intent of the parties to this Agreement that each should be fully represented on all jointly administered trust funds. The Employers' Associations which are parties to this Agreement shall retain the sole undisputed right to appoint trustees to the Health Plan, Local Pension Plan, JATC, 401(a) Plan, Labor Management Cooperation Trust, and the Retirees Supplemental Health Plan in accordance with the respective plan documents.

ADDENDUM NO. 11
FUNDS PAYMENT AND POSTING

SECTION 1. The Employer agrees to report on the remittance form provided and to remit fringe benefits contributions as provided in this Addendum to the Standard Form of Union Agreement. These fringe benefits contributions are due on the tenth (10th) day of the month for the number of hours worked by such Employees as defined in the Minimum Wage Scale Addendum for the previous month and shall be delinquent on the twentieth (20th) day of the month. The National Benefit Funds contributions shall be made payable on a separate remittance and delivered, along with the report form, directly to:

Sheet Metal Workers' National Benefit Funds
Post Office Box 79321
Baltimore, MD 21279-0321

If you are sending overnight mail, use the address below:

Sheet Metal Workers' National Benefit Funds
8403 Arlington Blvd., Suite 300
Fairfax, VA 22031-4601

A. Employers located within the Orange Empire jurisdiction:

The Health Plan and Local Pension contributions shall be by separate remittance made payable to "Sheet Metal Workers' Trust Funds" and delivered, along with the report forms, to:

Sheet Metal Workers' Trust Funds
PO Box 847784
Los Angeles, CA 90084-7784

All remaining fringe benefit contributions (Savings Plan, 401(a) Plan, Retirees' Supplemental Health Plan, Local Training JATC, LMCT, Industry Fund, and Union Dues Check-Off) shall be by separate remittance made payable to and delivered, along with the report forms, to:

*Sheet Metal Fringe Transmittal Office of Orange Empire
3111 North Tustin Street, Suite 210
Orange, CA 92865

B. Employers located within the Los Angeles jurisdiction:

The Health Plan, Local Pension Plan, Savings Plan, 401(a) Plan, and Retirees' Supplemental Health Plan contributions shall be by separate remittance made payable to "Sheet Metal Workers' Trust Funds" and delivered, along with the report forms, to:

Sheet Metal Workers' Trust Funds
PO Box 847784
Los Angeles, CA 90084-7784

The Industry Fund and LMCT contributions:

*SMIF Los Angeles
12070 Telegraph Road, Suite 350
Santa Fe Springs, CA 90670

The JATC contributions:

Southern California Sheet Metal JATC
633 North Baldwin Park Blvd.
City of Industry, CA 91746

Union Dues Check-Off:

Local Union 105
2120 Auto Centre Drive
Glendora, CA 91740-6720

*The above referenced locations may be changed by agreement of the Joint Industry Committee and notification to all parties to this Agreement.

Out of jurisdiction employers who use Local 105 members will transmit fringes to the Association office in the county where the current jobsite is located.

SECTION 2. The Employer shall set forth on the monthly report form of the Employer to the respective funds, in separate columns, the following:

1. Social Security number
2. Name of Employee
3. Number of hours worked
4. Gross pay
5. Amount of contribution to the respective funds

The total of the amounts of the contributions to the funds shall be given, together with the Local Union number, the check number, and the date of transmittal to the respective funds.

SECTION 3. The Union agrees that Employers who are paying all funds and trusts under the terms of this Addendum will have priority to the dispatch of Employees, under the Hiring and Dispatching provisions of this Agreement, over Employers who are delinquent to any funds or trusts and fail to comply with any conditional payment schedule or terms thereof authorized by the trustees for payment of funds or trusts under this Agreement.

SECTION 3(a). If the Employer fails to comply with any conditional payment schedule or terms thereof authorized by the trustees for payment of funds or trusts under this Agreement, the Union shall, prior to any dispatch of Employees to such delinquent Employer, notify eligible dispatch list registrants as they are referred for dispatch of the Employer's failure to pay the required funds and trusts. Additionally, the Employer shall, upon notification by the Union, immediately pay all contractual or voluntary wage deductions for the Savings, 401(a) Plan and/or Union Dues Check-Off directly on the paycheck each week for all Employees of the Employer. The 401(a) Plan and Savings shall take top priority as to which fringe benefits will be paid first.

SECTION 3(b). If contributions to the fringe benefit funds become delinquent more than one time, or there are insufficient funds, a cashier's check or certified check shall be required for all future payments.

SECTION 3(c). Upon the second delinquent Employer payment or report and when a previous delinquency remains unpaid, the trust funds shall require the Employer to remit all future contributions to the fringe benefit funds for each two (2) week period as follows:

Seven (7) days, Monday through Sunday, shall constitute a week. Contributions to the fringe benefit funds shall be paid on or before the second (2nd) Friday following the last Sunday of the two (2) week payroll period. This payment schedule will be the new payment schedule of the Employer until said Employer shall have fully paid such delinquency including all liquidated damages as provided in this Section and/or as determined by the trustees of such trusts.

SECTION 4. Any other provisions of the Standard Form of Union Agreement or the Addenda thereto notwithstanding, no Employee may be required to continue working for an Employer who is delinquent in payment of wages or contributions to any of the funds or trusts under this Agreement. An Employee who does not continue working for such delinquent Employer shall not be subject to discharge.

SECTION 5. At the request of either party to this Agreement, the Local Joint Adjustment Board will meet to review the failure of an Employer to pay funds or trusts, in conformance with this Addendum. Upon recommendation of the Local Joint Adjustment Board, the Union will remove all bargaining unit Employees of such delinquent Employer. The Employer will not have the right to employ bargaining unit Employees until such Employer shall be absolved of all such delinquencies or as agreed by the Local Joint Adjustment Board. Such Employer shall nevertheless continue to be obligated under the terms and conditions of this Agreement. Notwithstanding any provisions in this Funds Payment and Posting Addendum, the Local Union reserves the right to remove all bargaining unit Employees of consistently delinquent Employers.

SECTION 6. Each Employer understands that partners or sole proprietors are not eligible to participate in the trusts. Therefore, each Employer's report shall certify that no such individuals are included as Employees on such report, except as part of an accepted non-bargaining unit Plan B report.

SECTION 6(a). The Employer, by executing the Collective Bargaining Agreement, recognizes that the failure to report upon all Employees on such Employer report form and the hours worked and paid for and/or the failure to pay all contributions required therefore may be a violation of the Employee Retirement Income Security Act of 1974 and the California Labor Code, Sec. 227.

Additionally, the Employer will be liable for all unpaid benefits, liquidated damages, incurred costs, and fees to all of the affected Trust Funds for all unreported hours.

Also, by not properly reporting hours on said employee, the Employer assumes any and all medical costs incurred by the employee and their eligible dependents not reimbursed by the Trust Fund from the date of hire.

SECTION 6(b). It is understood by the Employer and agreed to hereby that any and all contributions which are due and owing and unpaid to such trust funds are assets of the Plans to which contributions are due and, by the submittal of any Employer Report Form, thereby due and owing and payable as a single account as of the date of the most recent Employer Report Form. Additionally, in the event of a sale or transfer of the business or stock in trade of the Employer, the escrow agent, when applicable, will be directed and authorized by the trust funds, in compliance with the California Code of Civil Procedure, Sec. 1205, to withhold and pay over immediately to any and all funds or trusts set forth in this Agreement on the close of escrow all amounts and damages due and owing to such funds or trusts as evidenced by a sworn affidavit of the Administrator of any or all such trust funds.

SECTION 6(c). Delinquent Employers who are licensed contractors in the State of California must provide information necessary for the trust funds to file Mechanic's Liens and Stop Notices in compliance with California Civil Code Sec. 3097(k). If this information is not received, notification by the trust shall be given effective immediately thereafter of the date on which such payments were due and owing to be received for payment in full of such trust funds to the Registrar of Contractors with a request that disciplinary action be instituted against such contractor or subcontractor for the failure to give such legally required notice. In addition, if such information is not timely provided to the trusts, then any shareholder, officer, and/or director of any Employer that is a corporation may be individually liable for any contributions unpaid to the trusts which might have been recoverable by the trusts through the timely filing of mechanics liens or stop notices.

SECTION 7. So as to comply with applicable State and Federal Law affecting obligations and/or contributions to the Health Plan, Local Pension, JATC, Savings, Retirees Supplemental Health Plan, Labor Management Cooperation Trust, and 401(a) Plan, and Plans accepted and maintained under this Agreement, such Employer shall, within seven (7) days of receipt of a written notice from the joint trustees of such trust fund or Plans requesting access to any and all Employer payroll and other records (including cash disbursement records, invoices and required back-up documentation) necessary for a Public Accountant or Auditor acceptable to the trusts to audit and determine any discrepancy in wages or contributions for which an obligation exists under this or any other Agreement between the Employer and any Local Union of the International Association of Sheet Metal, Air, Rail and Transportation Workers, furnish all data, and allow examining and copying of payroll and other records to such representative of the joint trustees after being furnished with such seven (7) day notice.

All data, records, copies, or information obtained hereunder shall be kept confidential, and its use shall be for the sole purpose of collecting unpaid wages or contributions to the joint trust funds.

SECTION 8. The parties hereto recognize and acknowledge that the regular and prompt filing of reports by each individual Employer and the prompt payment of Employer contributions to the funds is essential to the effective maintenance of these funds and expressly agree, that it would be extremely difficult and impractical to fix, from time to time, the actual damage which would result to these funds from the failure of an individual Employer to file its monthly reports or pay its monthly contribution in full and prior to delinquency as herein above provided. Therefore, the amount of damage to the funds resulting from any such failure to file reports before the date of delinquency shall be presumed to be a sum equal to ten percent (10%) of the amount of contribution which is due each fund for the month for which no report was filed or the sum of \$200.00, whichever is greater. In addition, the amount of damage to the funds resulting from such failure to pay before delinquency shall be presumed to be a sum equal to ten percent (10%) of the amount of the contribution which is due and unpaid for the first month's delinquency and a sum equal to five percent (5%) of the amount of the contribution which is due and unpaid for each additional month during which payment of such delinquency remains unpaid, and that such additional amounts shall immediately become due and payable to the funds from such Employer as liquidated damages and not as a penalty. It is further agreed that if such Employer shall fail and/or refuse to pay delinquent contributions together with liquidated damages within ten (10) days after receipt of notice of intended legal action and demand for payment from these funds, such delinquent contributing Employer hereby promises and agrees to, and shall become bound to these funds to pay all delinquencies and liquidated damages then due, together with all court costs and a reasonable attorney fee incurred by the funds in enforcing payment thereof.

SECTION 9. Owner Members (SMART)

On behalf of members of Local Union 105 who are 5% or more owners, the Employer must report for all funds on all hours worked, subject to a minimum of 155 hours per month (130 hours per month for the first six (6) months for newly organized employers) for months in which the member or employer performs any work, except for the month of hire or termination.

SECTION 10. Salaried Members

On behalf of members of Local Union 105 such as salesmen and estimators who are working on a salary basis, the Employer must report for all funds on all hours worked, subject to a minimum of 155 hours per month for months in which the member performs any work, except for the month of hire or termination. However, hours paid for sick leave, holidays, vacations and bonuses are not required to be reported.

SECTION 11. The last paragraph of Article VIII, Section 15 of the SFUA, shall be deleted from this Agreement. Collection of fringe funds shall be as negotiated by the local parties.

ADDENDUM NO. 12 PAYMENT OF WAGES

SECTION 1. If an Employer discharges an Employee, the wages earned and unpaid at the time of discharge are due and payable immediately. Employees must be paid at place of discharge when laid off or terminated. The only exception to this policy will be in instances of termination where the Employee has, through previous written confirmation, directed the Employer to make his payroll payments via U. S. Mail or direct deposit to the Employee's bank. In these instances, the Employer may transmit termination payment via overnight mail or direct deposit as previously authorized.

SECTION 2. If an Employee quits his employment, his wages shall become due and payable not later than 72 hours thereafter, unless the Employee has given 72 hours previous notice of his intention to quit, in which case the Employee is entitled to his wages at the time of quitting. Whenever an Employee quits an Employer without notice, the Employer shall have the option of mailing the final pay check for said Employee to the Local Union office after having first notified the Union by phone of his intentions and the Union will forward such check to the Employee.

SECTION 3. If an Employer willfully fails to pay in accordance with the above sections any wages of an Employee who is discharged or quits, the wages of such Employee shall continue as a penalty from the due date thereof at the same rate until paid, or until an action thereof is commenced, but such wages shall not continue for more than 30 days.

SECTION 4. Payroll will close on Sunday. Payday will be on Wednesday. This is not a mandatory provision as long as the Employer is paying within the terms of the Standard Form of Union Agreement.

SECTION 5. The Employer agrees that if payday falls on a holiday, Employees will be paid on the day preceding that holiday so as not to create a hardship for the Employee.

SECTION 6. The Standard Form of Union Agreement (Article VIII, Section 9) defines the method for payment of wages to be in the shop or on the job each week and no more than two (2) days will be withheld. In order to clarify the actual payment of wages if the Employer requires services of the U. S. Mail to deliver his Employees' paychecks, the following shall apply:

1. The Employer agrees that wages mailed are not wages paid. Any Employer who requires the services of the U. S. Mail or other private mail delivery systems will continue to have responsibility for his Employees' paychecks until actual receipt by each Employee. All such paychecks must be mailed with postmark or other applicable documentation showing date mailed on or before the second working day following the last day of the normal payroll week ending.

2. In areas where receipt of payroll by regular mail has not allowed compliance with the terms of this Agreement, other methods of paycheck delivery must be arranged. If an Employee's paycheck, when mailed, has not been received on or before the fourth working day following the last day of the normal payroll week ending, the Employer shall immediately reissue such Employee's paycheck for hand delivery, overnight priority mail or other similar methods available to ensure receipt of such paycheck the following day.

3. The Employee has the responsibility to report hours worked in a timely manner in accordance with company payroll policy. It is agreed by the parties hereto that timely payment of Employees' wages is dependent on timely submittal of time cards or work hour reports according to company payroll policy.

SECTION 7. With reference to Article VIII, Section 9 of the Standard Form of Union Agreement, when the workload increases the personnel of an Employer, causing a burden on the payroll department, a one (1) day extension may be granted by the Union, upon written request by the Employer.

SECTION 8. No Employer shall require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless all payment of such wages and fringe benefits has been made. Any release required or executed in violation of the provisions of this section shall be null and void as between the Employer and the Employee.

SECTION 9. The parties to this agreement, on behalf of itself and its members, hereby expressly waive in their entirety each and every requirement and provision of the Healthy Workplaces, Healthy Families Act of 2014 ("the Act"), California Labor Code 245-249, including any amendments to the Act during the term of this agreement and any regulations, rules, or policy statements regarding the Act during the term of this agreement.

ADDENDUM NO. 13 RATIOS

SECTION 1. The Apprentice and Classified Worker ratios under this Addendum, varying from the Standard Form of Union Agreement, shall in no case exceed the following:

Apprentice Ratios

- 1 Apprentice to 1 Journeyman
- 2 Apprentices to 4 Journeymen, and
- 1 Apprentice to 2 Journeymen thereafter.

The overall industry ratio of Apprentices to Journeymen shall not exceed one (1) Apprentice to four (4) Journeymen regularly employed at any time. The Local Union may increase this overall industry ratio to keep up with the demands of the industry through Resolution 78.

Classified Workers Ratios

| Journeymen | Apprentices | Classified Workers |
|------------|-------------|--------------------|
| 2 | 1 | 1 |
| 5 | 2 | 2 |

- 1 Classified Worker to 3 Apprentices thereafter

Pre-apprentice ratios

Pre-apprentices can be employed in place of classified workers as follows:

One pre-apprentice for one apprentice employed

One pre-apprentice for each three (3) apprentices employed

SECTION 2. First (1st) through seventh (7th) period Apprentices shall be under the direct supervision of a Journeyman. With the beginning of their eighth (8th) period, Apprentices shall be under the general supervision of a Journeyman.

**ADDENDUM NO. 14
FOREMEN AND DETAILERS**

SECTION 1. The hourly taxable wage for foreman will increase to fifteen (15%) above the prevailing hourly taxable wage for Journeymen as outlined in the graduating schedule below. The hourly taxable wage for General Foreman will increase to twenty percent (20%) above the prevailing hourly taxable wage for Journeyman as outlined in the graduating schedule below. Where there are three (3) or more foremen in a shop or on a jobsite, there shall be a general foreman.

| Journeyman | 07/01/2015 | 07/01/2016 | 07/01/2017 | 07/01/2018 | 07/01/2019 |
|----------------------------|------------|------------|------------|------------|------------|
| Foreman Percentage | 11.00% | 12.00% | 13.00% | 14.00% | 15.00% |
| Detailer Percentage | 11.00% | 12.00% | 13.00% | 14.00% | 15.00% |
| General Foreman Percentage | 16.00% | 17.00% | 18.00% | 19.00% | 20.00% |

SECTION 2. In each fabrication shop where two (2) to fifteen (15) Journeymen and/or Apprentices and/or pre-apprentices and/or Classified Workers are employed, there shall be one (1) Journeyman designated as Foreman. For each additional fifteen (15) Journeymen and/or Apprentices and/or pre-apprentices and/or Classified Workers employed in the shop, one Journeyman shall be designated as Foreman and the ratio will continue on this basis.

SECTION 3. On each jobsite where seven (7) Journeymen and/or Apprentices and/or pre-apprentices and/or Classified Workers are employed, there shall be one (1) Journeyman designated as Foreman. For each additional seven (7) Journeymen and/or Apprentices and/or pre-apprentices and/or Classified Workers employed, one Journeyman shall be designated as Foreman and this ratio will continue on this basis. An Employee on a jobsite, empowered by the Employer to hire and/or lay off other Employees, shall receive Foreman pay even if there are fewer than seven (7) Employees on the jobsite.

SECTION 4. A Foreman is responsible for the shop or job. He exercises management prerogative and responsibility in directing other Journeymen, by representing the Employer with another contractor, architect, or customer and makes substantial decisions affecting the Employer's interests. Only Journeymen who are designated by the Employer to perform these duties shall be considered to be a Foreman.

SECTION 5. If orders are to be given to Employees by anyone other than the owner of the shop, they shall be transmitted to the Foreman and he shall direct the Employees in carrying out the orders.

SECTION 6. The first Journeyman entering the jurisdiction of Local Union 105 (under the Two Man Rule, Article VIII, Section 6 of the SFUA), shall be a Foreman. This provision applies to each jobsite. This Section is to be used for work assignment only and shall not be construed to establish the authority of a Foreman. A Foreman may be assigned any of the above named responsibilities at the option of the Employer.

SECTION 7. A Detailer is a Journeyman Sheet Metal Worker capable of performing all items of work covered under Article 1, Section 1 of the SFUA, who is employed to prepare detailed shop drawings and as-builts in their entirety from the use of civil, architectural, structural, electrical, and mechanical drawings and specifications. A Detailer will receive fifteen percent (15%) over Journeyman hourly taxable wage while performing his duties as a detailer as outlined in the graduating schedule in Section 1.

SECTION 7(a). A Detailer may be a Foreman or General Foreman and performs the duties of the Detailer and Foreman. This shall not be construed to mean additional pay as a Detailer to the Foreman or General Foreman.

SECTION 8. Apprentices in their last two years of the Apprenticeship Program may be trained to perform the duties of Detailer provided that such Apprentice takes full advantage of the classes offered in blueprint reading and detailing that are available to the Apprentice and provided by the Joint Apprenticeship Training Committee. The "Apprentice Trainee" must be under the supervision of a Journeyman Detailer. After graduating to Journeyman status, the Apprentice Trainee may continue training in the designation of Detailer-Applicant as outlined in Section 9 of this Addendum.

SECTION 9. For the purposes of training and providing opportunities for the Journeyman applicant who desires to become a Detailer, the parties hereto will establish a category called "Detailer-Applicant." The purpose of this category is to encourage (and make it economically feasible for) the Employer to train Employees in this highly skilled segment of the industry. To be eligible to become a Detailer-Applicant, the Employee must have satisfactorily completed the required JATC course offered in "Blueprint Reading" and "Detailing." The rates of pay for a Detailer-Applicant will be based on hours of on-the-job training as follows:

- First 500 hours.....Journeyman Scale
- Next 500 hours.....Journeyman Scale plus 2 ½%
- Next 500 hours.....Journeyman Scale plus 5%
- Next 500 hours.....Journeyman Scale plus 7 ½%

An experienced detailer who desires to upgrade his skills in computer aided design detailing may utilize the Detailer-Applicant category, provided that the Employee has satisfactorily completed the computer aided design courses offered by the JATC.

Thereafter, the Employee, when performing the functions of a Detailer, must be paid the full Detailer scale, as outlined in this Addendum. The Employee cannot be required, nor permitted, to

either extend his hours in each category or to voluntarily reduce his category. In order to properly administer this program and to avoid any abuse of same, all Detailer-Applicants must be registered with the Union and/or JATC as being a participant in this program. Anyone performing the work of a Detailer who is not registered as a Detailer-Applicant must receive the full Detailer rate of pay. Any Employer or Employee who attempts to circumvent the intents and purposes of this Section will be barred from further participation in the program. The Employer and the Detailer-Applicant will be jointly responsible for reporting to the Union and/or JATC the hours of on-the-job training received by the Detailer-Applicant on a monthly basis.

**ADDENDUM NO. 15
ZONE CENTER AND ZONE RATES**

SECTION 1. Zone centers shall be established as follows:

Zone A: 57 and 10 Freeways Crossing
Zone S: Employer's shop

SECTION 2. The Employer, upon execution of this Agreement, shall select either Zone A or Zone S as his zone center. The zone center for Employers not signatory to an Agreement with Local Union 105 shall be Zone A.

SECTION 3. The Employer upon execution of this Agreement shall operate from such zone center for the duration of said Agreement. Any Employer who moves his original, permanent shop shall designate his choice of Zone "S" or Zone "A" for any jobs started after moving his shop location and operate from said Zone Center for the duration of this Agreement.

SECTION 4.

| | | |
|--------|-----------------|------------|
| Zone 1 | 0 - 74 miles | FREE |
| Zone 2 | 75 - 100 miles | \$30.00 |
| Zone 3 | 101 - 124 miles | \$45.00 ** |

**Within the Local Union 105 territorial jurisdiction. Refer also to the Subsistence Addendum.

Where local hire provisions are required under a PLA/PSA or similar agreement, the employer shall be exempt from Section 4 for local hire employees only.

SECTION 5. The above zone rates shall apply on days worked only. No travel time will be allowed on the above zone rate schedule except as hereafter specified in this Agreement and Employees are to report to work on the jobsite at the approved starting time and remain until quitting time as defined in these Addenda. The Employer must post a map in his shop showing these rates.

SECTION 6. When an Employee travels from home to a job in a zone area and back to home he shall receive the zone rates and no mileage will be paid.

SECTION 7. When an Employee reports to work in one zone and is transferred to another zone within the same working day, the Employee must receive the highest zone rate plus mileage from job to job.

SECTION 8. When an Employee travels from shop to job and job to home, he shall receive ½ of the prevailing zone rate plus mileage from shop to job.

SECTION 9. Mileage shall be paid at the rate determined by the Internal Revenue Service per mile when an Employee uses transportation other than that supplied by the Employer, traveling from shop to job, from job to job, or from job to shop. Mileage rates shall be effective annually on the first of July for IRS rate changes on or before the 30th of May.

SECTION 10. An Employee transporting materials using the Employer's vehicle shall be paid the proper overtime rates before and after regular working hours, except when the Employee is furnished a company vehicle on a twenty four (24) hour basis, and the material is loaded and unloaded on company time.

SECTION 11. When the immediate work site falls on a dividing zone line, the highest zone rate will prevail.

SECTION 12. When an immediate work site cannot be reached directly from one zone to another and a higher zone must be passed through to reach the work site, then the highest zone rate shall be paid.

SECTION 13. If the Employer furnishes company transportation for the Employee, no zone pay shall be paid within the territorial jurisdiction of Local Union 105, and the Employee shall report to the jobsite at the regular starting time and leave at the regular quitting time.

SECTION 14. An Employee who is furnished company transportation shall be paid in accordance with Section 4 on all jobs beyond Zone 1 when working outside the jurisdictional boundaries of Local Union 105.

SECTION 15. Any claim for past due zone pay filed by an Employee with Local 105 shall be null and void when more than thirty (30) days has expired since the violation occurred.

The Employer shall not be relieved of his responsibility for zone pay payments under the disclaimer clause in this Section.

SECTION 16. No zone pay shall be paid for working in the shop.

ADDENDUM NO. 16 SUBSISTENCE AND OUT OF TOWN

SECTION 1. All work beyond one hundred and twenty-five (125) miles from the Zone Center is out of town work and subsistence conditions shall apply. The subsistence rate is eighty dollars (\$80.00) per day or actual expenses, whichever is higher.

SECTION 2. When working in the jurisdiction of another Local Union, the Employer agrees to pay the Employee eighty dollars (\$80.00) per day, or the subsistence rate as outlined in the Local Union Agreement in the jurisdiction of the Local Union where the work is to be performed, or actual expenses incurred, whichever is higher.

Any Employee required to work out of the jurisdiction of Local 105 shall receive his weekly subsistence in advance. For five days or more worked out of the jurisdiction of Local 105, subsistence shall be paid on a seven day basis, or actual expenses, whichever is higher. When an Employee works one hundred twenty-five (125) miles from the Zone Center, within the jurisdiction of Local Union 105, and work continues into the following week and, the Employee remains in said area, subsistence shall be paid on seven (7) day basis, or actual expenses, whichever is higher.

If the Employee chooses to travel from the jobsite to home, he shall be responsible for furnishing his own gasoline for each trip.

For each round trip beyond one hundred and twenty-five (125) miles from the zone center required by the Employer, where the Employer does not furnish transportation, the Employee shall be reimbursed for transportation at the rate determined by the Internal Revenue Service per mile for said transportation. Mileage rates shall be effective annually on the first of July for IRS rate changes on or before the 30th of May.

SECTION 3. On work assignments or jobs of more than one day duration, travel time shall be paid at the straight time rate of pay during the regular working hours, Monday through Friday. When an Employee is required to travel to and from the jobsite and home before regular working hours or after regular working hours, the Employee shall be compensated hourly travel time expense at a rate equivalent to seventy-two percent (72%) of the wage and fringe benefit package for the appropriate classification.

SECTION 4. No subsistence payment will be required on a job of one day duration on out-of-town work and the Employee shall receive the proper overtime rates of pay before and after the regular working hours in addition to mileage to and from the jobsite at the rate determined by the Internal Revenue Service per mile when the Employer does not furnish transportation. Mileage rates shall be effective annually on the first of July for IRS rate changes on or before the 30th of May.

SECTION 5. An Employee may be required by the Employer to travel by public transportation (airplane, train, etc.) and in such event, he shall be paid travel time at the straight time rate of pay during the regular working hours, Monday through Friday, from home to destination and from destination to home. Hourly travel time expense at a rate equivalent to seventy-two percent (72%) of the wage and fringe benefit package for each classification shall be paid for other than regular working hours for such travel from home to destination and return.

SECTION 6. Catalina and off-shore islands shall be considered as out-of-town subsistence work and the Employer agrees to pay the Employee the subsistence rate as outlined above.

SECTION 7. Any claim for past due subsistence payments filed with Local Union 105 by an Employee shall be null and void when more than 30 days has expired since the violation occurred. The Employer shall not be relieved of his responsibility for subsistence payment under the disclaimer clause in this Section.

**ADDENDUM NO. 17
INLAND EMPIRE**

SECTION 1. Inland Empire work is described as non-prevailing wage jobsites, and Employers, located in Riverside and San Bernardino Counties.

SECTION 2. The Journeyman taxable wage for work under this Addendum shall be ninety percent (90%) of the Minimum Journeyman Wage scale. Section 6 of the Minimum Wage Scale Addendum shall apply when contribution increases to established fringe benefit funds are required by the trustees for maintenance of benefits.

SECTION 3. Journeymen working under this Addendum shall receive all fringe benefits as outlined in the Minimum Wage Addendum. Apprentice and Classified Worker wage scales shall not be affected by this Addendum.

SECTION 4. The ratio for work performed under this Addendum shall be 50/50 Journeymen to Classified Workers and/or Apprentices.

SECTION 5. This Addendum shall not apply to fabrication of sheet metal products for sale or, Testing, Adjusting and Balancing work.

SECTION 6. This Addendum shall not apply to prevailing wage work regardless of location.

SECTION 7. This addendum shall only apply to Employers whose primary business is located in Riverside or San Bernardino counties. This addendum shall not apply to sub-offices or satellite office locations.

SECTION 8. Once an Employer has been found in violation of any section of this Addendum by the Local Joint Adjustment Board, the Employer shall not be eligible to utilize this Inland Empire Addendum for the duration of this Agreement.

**ADDENDUM NO. 18
SECURITY GATES**

On remote jobsites on out-of-town work when an Employee is required to report to any security guarded gate, he shall be paid mileage, in addition to subsistence, unless he lives within ten (10) miles from the jobsite, or unless the Employer furnishes transportation, and the Employee shall report to the security guarded gate at the established starting time and leave the gate at the established quitting time.

**ADDENDUM NO. 19
PARKING**

SECTION 1. The Employer shall reimburse the Employee for actual parking expenses incurred by the Employee. No Employee shall be required to park any farther away than the adjacent block on which the shop or jobsite is located, if available.

SECTION 2. For purposes of defining distances required for parking, Section 1 is only applicable if the blocks adjacent to the jobsite are deemed to be the equivalent of an average city block.

SECTION 3. The Employer shall pay for all toll charges for toll roads, bridges, etc. except while the Employee is commuting to and from work.

SECTION 4. When Section 1 is not applicable (as defined in Section 2) and when an Employee is required by the Employer to park farther away from the shop or jobsite than mentioned in Section 1 above, his starting time shall start at his assigned place of work, or if applicable, the appropriate gang box, and his quitting time will be in the parking lot.

ADDENDUM NO. 20 LOST TIME FOR MEDICAL TREATMENT OR EXAMINATION

SECTION 1. An Employee suffering an industrial injury or industrial disease necessitating medical treatment or examination by a physician or registered nurse, while in the employ of any signatory Employer, shall be entitled to receive wages at regular straight time rate of pay for any time lost from the work shift in which the injury occurred, on account of said examination or treatment. It is understood, however, that the Employee, after receiving such examination or treatment, shall report back to the shop or jobsite provided time and/or the extent of injury allows.

a. If the injury occurs in the first part of the shift, and the Employee is unable to return to work, he will receive four (4) hours pay.

b. If the injury occurs in the second part of the shift, and the Employee is unable to return to work, he will receive eight (8) hours pay.

SECTION 2. If said injury or disease requires daily/periodic treatment and the Employee is working, he shall receive his current rate of pay when it is necessary to receive treatment during the hours of his shift. It is understood, however, that the Employee, after receiving such examination or treatment, shall report back to the shop or jobsite provided time and/or the extent of injury allows.

It is understood that the injured Employee who requires daily/periodic treatment while continuing to work will make every effort possible to seek such treatment after his shift.

ADDENDUM NO. 21 WORKING CONDITIONS

SECTION 1. Employees shall only furnish tools listed on the approved tool list.

SECTION 2. All Employees will respect company tools and equipment and the care thereof.

SECTION 3. All Employees shall be allowed ample time to gather up company and personal tools on company time.

SECTION 4. No Employee shall rent to the Employer any tools, equipment or conveyance of any kind or description.

SECTION 5. Whenever possible, a tool box of sufficient size shall be made available by the Employer on every jobsite to store all of the tools of the Employees working on that jobsite.

ADDENDUM NO. 22 SAFETY

SECTION 1. Heating and air conditioning duct in cross sectional area exceeding three square feet shall not be erected in lengths longer than eight feet (8') when being erected manually (without mechanical hoisting equipment). Ten foot (10') joints may be erected manually if fabricated in a continuous joint.

SECTION 2. Rectangular duct may be delivered to the jobsite in single joint lengths. Fittings are to be considered as a single joint of duct. Duct shall not be assembled in more than single lengths in the shop, but a damper may be installed in the length of duct. This Section does not apply to signatory Employers who fabricate, section, and/or purchase said duct work within the jurisdiction of Local Union 105.

SECTION 3. Employers and Employees shall be equally responsible to enforce general industry safety orders and construction safety orders as adopted by the Division of Occupational Safety and Health of the State of California and/or the Western States Council of California, Arizona, Nevada and Hawaii, or any applicable governmental agency.

SECTION 4: Before any Employee is required to perform work in any area that is extremely cold or extremely hot, or where there are noxious gases, or in any area that could be injurious or harmful to such Employee's health or well-being, the Employee shall **HAVE THE RIGHT TO NOTIFY THE UNION AND/OR THE EMPLOYER**. The Union shall contact the Employer and the matter will be discussed prior to requiring such work to be performed.

The same shall apply to dust, paint spraying, abnormal air pressures, radiation, asbestos, glass fibers, etc., as determined by CAL/OSHA.

SECTION 5. The Employer shall be directly responsible to see that each Employee required to use a "Powder Actuated Tool" shall be properly trained.

ADDENDUM NO. 23 HOLIDAYS AND VACATIONS

SECTION 1. The following are designated holidays:

New Year's Day, January 1
Martin Luther King, Jr. Birthday
Presidents Day, the third Monday in February
Friday before Easter
Memorial Day, the last Monday in May
Independence Day, July 4
Labor Day, the first Monday in September
Veterans Day, November 11
Thanksgiving Day, the fourth Thursday in November
Christmas Eve, December 24
Christmas Day, December 25

In addition to the above, the following shall be holidays:

- a. When any designated holiday falls on Thursday, the Friday after shall be a holiday.
- b. When any designated holiday falls on Tuesday, the Monday before shall be a holiday, with the exception of Christmas Eve.

SECTION 2. It is hereby agreed that each Employee covered by this Collective Bargaining Agreement may take three weeks off from work without pay each and every calendar year. Such time off shall be taken with the mutual consent of the Employer and the Employee. Such time off shall be scheduled so that it will not create an undue hardship on the Employer and in no case in excess of ten percent (10%) of the number of Employees at one time where the Employees exceed ten (10) in number.

ADDENDUM NO. 24 WORKING HOURS

SECTION 1. Regular working hours shall consist of forty (40) hours per week, eight (8) hours worked per day, between the hours of 5:00 a.m. and 5:00 p.m. with no more than one (1) hour for lunch. In no event shall starting time in the shop or on the jobsite begin before 5:00 a.m. unless otherwise authorized by the Local Union.

SECTION 2. With the written consent of a majority of the Employees, the Employer may establish regular working hours consisting of ten (10) consecutive hours per day, forty (40) hours per week, Monday through Thursday or Tuesday through Friday. Prevailing wage laws, if different, shall supersede this option on prevailing wage projects.

SECTION 3. Employees having worked and reported back to work the following day shall only be terminated after a one half day shift or after a full day shift. This does not apply to any new

Employee's show-up time, as defined in Article VIII, Section 10 of the Standard Form of Union Agreement.

SECTION 4. When conditions beyond the Employer's control (inclement weather, power failure, etc.) result in the loss of a normal workday during the normal workweek, the Employer may, with the PRIOR written approval of the Local Union, schedule a make-up day on Saturday at the straight time rate of pay up to the maximum of forty (40) hours per week. The decision to work, on the part of the Employee, will be optional and not mandatory. The work that will be permitted to be performed under these conditions will be only work that would have been performed had the job not suffered a shut down. This does not apply if Saturday is a holiday.

Under no circumstances will hoisting, rigging, or any other activity not considered normal day-to-day activity be done under these conditions. All such activity must be done under the overtime provisions of this Agreement. The Union will have the right to make the final determination in deciding if this Section is applicable to the conditions of any job requesting a make-up day.

SECTION 5. High-rise Working Hours: On all buildings of a height requiring a construction elevator, the starting time will be at the assigned place of work or at the appropriate tool box. Quitting time will be down at ground level on the jobsite property, unless it is to be at the parking lot as outlined under the terms of the Parking Addendum.

SECTION 6. SHOP WORK. When the Employer and a majority of the Employees in a shop agree to start work prior to the regular starting time, the Employer shall notify the Union in writing of this fact before changing the starting time, on the letterhead of the Employer, verified by the Shop Steward, and stating the agreed upon starting time and closing time of the eight (8) hour work day which shall provide for not more than one hour for lunch, and thereupon until the Union is otherwise notified, such hours shall be the work day for the Employees of such Employer in the shop. If the starting time for work is changed, the work performed before and after the changed work day shall be compensated per the contractual overtime rates. An overtime permit shall be required for any truck leaving the shop prior to the shop starting time.

ADDENDUM NO. 25 WELDING TESTS

SECTION 1. The cost of any welding test required by the Employer shall be paid by the Employer, including time required to take such test or tests unless the required test is provided and available at the JATC.

ADDENDUM NO. 26 REST PERIODS

SECTION 1. Two rest periods shall be observed in all shops and on all jobsites during regular working hours. These rest periods shall be ten (10) minutes in duration. The first rest period shall take place midway between start time and meal break; the second rest period shall take place midway between meal break and quitting time.

SECTION 2. During shift work or overtime work, similar conditions shall apply. There shall be no additional rest periods during overtime work of two (2) hours or less.

SECTION 3. The Employers and Employees shall comply with the Collective Bargaining Agreement regarding meal periods in all shops and on all jobsites. Each Employee must receive a thirty (30) minute meal period within the first five (5) hours of the workday. An Employee may waive the meal period only if the entire workday does not exceed six (6) hours. Each Employee must receive a second thirty (30) minutes meal period if the workday extends beyond (10) hours. The second meal period may be waived by the Employee if the workday does not exceed twelve (12) hours.

ADDENDUM NO. 27 OVERTIME

SECTION 1. Overtime worked beyond the regular work hours, Monday through Friday, and any work on Saturday, shall be paid at one and one-half (1½) times the straight time rate of pay. In accordance with current California law, hours worked in excess of twelve (12) hours in any work day will be paid at two (2) times the straight time rate of pay. All hours worked on Sundays and holidays, as defined in the Holidays and Vacations Addendum, shall be paid at two (2) times the straight time rate of pay.

SECTION 2. Overtime permits shall be required and must be obtained from the Union for all overtime work. Any violation of this Addendum may be cause for denial of future permits. The steward, foreman or immediate supervisor shall call the Union for Overtime Permits.

SECTION 3. A special shut-down permit may be issued by the Sheet Metal, Air, Rail and Transportation Workers Local Union 105 upon request of the Employer when a breakdown of equipment occurs or repair of materials is necessary in existing occupied and operating facilities, provided the Employer notifies the Local Union of the bidding and award of the contract prior to starting said work. One and one-half (1½) times the straight time rate of pay may be permitted on this type of work, if a permit is issued. Under the terms of this section, a shutdown shall be performed at the straight time rate, with the exception of Sunday and Holidays (as outlined in Section 1 of this Addendum) which will be paid at one and one-half (1 ½) times the straight time rate of pay, if a permit is issued.

SECTION 4. Work performed prior to the Employer's established starting time or after the Employer's established quitting time shall be compensated at the contractual overtime rates.

SECTION 5. The ratio of Apprentices, Pre-Apprentices, and Classified Workers on permit overtime work shall be in conformity with the negotiated ratio as outlined in these Addenda. Apprentices may only work overtime hours that do not conflict with their school attendance as required by the JATC. Working overtime and missing school will not be accepted as an excuse and will result in disciplinary action.

SECTION 6. Where conditions do not allow hoisting and rigging of materials to a project or a building during normal working hours, said hoisting and rigging may be done at the wage rate of one and one-half (1½) times the regular rate of pay on Saturday. Where conditions or laws do not

allow rigging during normal working hours on Saturday, hoisting and rigging may be done on Sunday at the wage rate of one and one-half (1½) times the regular rate of pay.

ADDENDUM NO. 28 SHIFT WORK

SECTION 1. Shift work shall be allowed on all construction jobsites where required under the terms and conditions of the contract issued by the general contractor or the owner's representative. Additionally, shift work will be allowed on all construction jobsites and shop work when the Union and the Employer have determined that the conditions and circumstances require shift work. A shift work permit shall be required and must be obtained from the Union prior to commencement of all shift work.

SECTION 2. Shift work will not be less than two (2) full consecutive days. Shift work shall not start before Monday morning nor later than 10:00 p.m. Friday.

SECTION 3. The evening swing shift shall receive five percent (5%) premium, eight (8) hours pay for (8) hours worked and shall begin no later than 5:30 p.m. The graveyard shift shall receive ten percent (10%) premium, eight (8) hours pay for seven and one-half (7½) hours worked, and shall begin no later than 1 a.m.

SECTION 4. Employees must have an eight (8) hour rest period when changing shifts.

SECTION 5. All shift work over the regular hours worked will be paid at the overtime premium rate of pay.

SECTION 6. Work performed on Sundays and holidays shall be paid at two (2) times the straight time rate of pay.

SECTION 7. Foremen and detailers shall receive the appropriate shift percentage differential, in addition to their Foreman and detailer minimum.

ADDENDUM NO. 29 APPRENTICESHIP

SECTION 1. The Southern California Sheet Metal Joint Apprenticeship and Training Committee (JATC) shall have the sole power to determine the eligibility of Employers for the employment or continued employment of Apprentices within the guidelines of the California Department of Industrial Relations, Division of Apprenticeship Standards.

SECTION 2. Each Employer signatory to this Agreement shall pay a contribution to the JATC for the expenses necessary to foster, promote, and maintain an effective joint apprenticeship and training program. This contribution shall be paid on all Employees in accordance with the tables shown in the Minimum Wage Scale Addendum.

SECTION 3. It shall not be a violation of this Agreement for the Union to remove Apprentices from employment by any Employer who remains delinquent in contributions to the JATC for training of Apprentices, provided such Employer has been notified by the Union of the intent to remove Apprentices for such delinquent contributions.

SECTION 4. The Employer agrees that each Apprentice shall be assigned to work which will ensure that he receives proper training in all aspects and skills of the sheet metal trade. No Apprentice shall be assigned, for long periods as defined by the JATC, to non-skilled tasks, which have little value in attaining the proper skills of the trade, such as, but not limited to, insulating, clean-up, and truck driving.

SECTION 5. After successfully completing and graduating Apprenticeship by reaching the ATO (Apprentice Turn Out) date and completing the minimum number of hours required under the Apprenticeship Agreement, the Apprentice must apply within thirty (30) days and be obligated for Journeyman status. The Apprentice will then become a Journeyman on the first (1st) day of the month after the above requirements have been met.

SECTION 6. The Employer agrees to complete a work evaluation form on Apprentices when requested by the Administrator of the JATC. The form will be completed fully and honestly to best of the Employer's knowledge.

SECTION 7. The schedule below indicates the percentages of Journeyman wages for each period of Apprenticeship.

| | Apprenticeship Schedule | | |
|-------------------------|--------------------------|---------------------------|---------------------------|
| | % of Journeyman Wage | | |
| First Year Apprentices | Indentured before 1-1-11 | Indentured after 12-31-10 | Indentured after 12-31-15 |
| First Period | 50% | 44% | 40% |
| Second Period | 54% | 48% | 40% |
| Second Year Apprentices | | | |
| Third Period | 58% | 52% | 45% |
| Fourth Period | 62% | 56% | 50% |
| Third Year Apprentices | | | |
| Fifth Period | 66% | 60% | 55% |
| Sixth Period | 70% | 64% | 60% |
| Fourth Year Apprentices | | | |
| Seventh Period | 74% | 68% | 65% |
| Eighth Period | 78% | 72% | 70% |
| Fifth Year Apprentices | | | |
| Ninth Period | 82% | 76% | 75% |
| Tenth Period | 86% | 80% | 80% |

ADDENDUM NO. 30 JOURNEYMAN TRAINING & TERMINATION

SECTION 1. In the interest of safety, education, and productivity, Sheet Metal, Air, Rail and Transportation Workers Local Union 105 and SMACNA Employers recommend and encourage that all Sheet Metal Workers participate in trade related continuing education programs as they become available.

SECTION 2. Whereas Cal OSHA requires that at least one Employee on every jobsite shall maintain a valid First Aid Certification Card, all Foremen shall be required by the Employer to maintain a valid CPR/First Aid Certification Card. This certification shall be carried at all times when in the active employ of an Employer. It shall be the responsibility of the JATC to keep the appropriate records and provide the training required.

SECTION 3. Employers shall complete a "Notice of Termination" upon termination of employment of all employees as defined in the Definition of Employees Addendum in this Agreement. The notice of termination shall state the reasons for termination and shall be provided to the employer by the Labor Management Cooperation Trust.

If the Notice of Termination is unavailable at the time of discharge, termination or layoff, a hand written substitute may be made and signed by a representative of the employer clearly stating the reason(s) for termination.

The notice of termination shall be mailed to the local union and shall be available to the Union for determining the need for journeyman upgrade training for members deprived of gainful employment or excessive employment terminations (as defined by the Local Union Executive Board) and, disciplinary action for violations of the Local Union "Code of Excellence" or SMART Constitution and Ritual pertaining to misconduct of members which diminishes the reputation and employment opportunities of sheet metal workers.

ADDENDUM NO. 31 NON-DISCRIMINATION

SECTION 1. All references in this Agreement to the masculine gender shall be read and interpreted to refer to any gender and no term, reference or definition in this Agreement shall be interpreted or enforced so as to deny any person the full and equal benefit of obtaining or retaining employment under this Agreement because of age, sex, sexual orientation, gender identity, race, color, religion, or national origin.

In accordance with the Civil Rights Act of 1964 as well as any other applicable federal or state law, it is expressly agreed that neither the Employer nor the Union shall discriminate against any individual with respect to the terms and conditions of employment provided herein, because of the individual's race, color, age, creed, sex, sexual orientation, gender identity, national origin, or religious beliefs.

The parties agree that a function of the Labor Management Cooperation Trust is to implement and seek to accomplish the aims and purposes of the above. This committee shall meet on a regular basis.

ADDENDUM NO. 32

HIRING, DISPATCHING AND REFERRAL PROCEDURE

It is mutually understood by and between the parties signatory to this Agreement that it is necessary to maintain an efficient system of production in the industry, to provide an orderly procedure for referral of applicants for employment in the industry, and to protect and preserve the legitimate interests of Employees in their employment. It is therefore mutually agreed that when the signatory Employer requires Employees to perform any work covered by this Agreement, the Employer shall hire such applicants for employment in accordance with this Addendum.

SECTION 1. The Employer shall requisition all Employees who are to be employed in the bargaining unit from the Local Union, which shall be the sole and exclusive source of referral for all applicants for employment. The Union shall establish and maintain open and non-discriminatory registration lists of applicants for employment. The Union shall select and refer all applicants for employment without discrimination by reason of race, color, religion, national origin, age, sex, membership or non-membership in the Union; or by reason of the Union's bylaws, constitutional provisions or any aspect of Union membership, except failure to tender periodic dues and initiation fees uniformly required for membership in the Union or collective bargaining service fees in accordance with Section 8(a)(3) of the National Labor Relations Act, as amended.

SECTION 2. If the Employer requests applicants for employment from the Union and the Union is unable to furnish the number of applicants requested within forty-eight (48) hours after the request is brought to the attention of the Union in writing via U.S. mail or facsimile, then the Employer may secure such applicants from any other source available. If the Employer hires any applicant pursuant to this section, such Employer shall notify the Union within twenty-four (24) hours when such Employee(s) are hired and shall obtain a dispatch slip from the Union prior to said Employee(s) being allowed to perform any work covered by this Agreement or any Supplemental Agreement thereto. It is further mutually agreed and understood that this requirement is solely for record keeping purposes and written proof that the Employee has been properly dispatched under the terms of this or any Supplemental Agreement and that no fee shall be required as a condition of dispatch or referral. Failure by the Employer to require a dispatch slip for an Employee shall require the Employer to pay full Journeyman wages and fringe benefits to that Employee, as of the date of hire.

SECTION 3. Dispatching procedures

The following dispatching procedure shall be utilized at the Union Dispatch Office pursuant to the provisions of the Collective Bargaining Agreement between the Local Union and signatory Employers of this Collective Bargaining Agreement and any Supplemental Agreement thereto.

SECTION 3(a). The Employer has agreed that he will first call the Union Dispatch Office when requiring dispatch of Employees. The Employer shall obtain a dispatch slip from the Union office on or before the first day of employment including rehires at such time the Union will mail or fax the dispatch slip to the Employer. If Union Business Representatives are asked to supply Employees, they shall promptly relay such request to the Dispatch Office for servicing the request. However, this is only to be considered a courtesy to the Employer, and a request to the Union Dispatch Office is the only formal and acceptable request under these dispatching procedures. No

Employees shall be referred from the Dispatch Office without a direct Employer request for dispatch.

SECTION 3(b). It is the intention of the parties to the Agreement that only competent Employees shall be employed.

When an applicant seeks to register for the first time as a Journeyman Sheet Metal Worker, he shall furnish satisfactory proof that he is qualified to do the work in the particular category in which he seeks employment.

The Dispatch Office shall maintain appropriate registration lists, cards and other records of registered applicants, kept current from day to day, and dispatch slips of registered applicants will be made in accordance with the seniority provisions hereinafter stated. Each applicant for employment shall be required to furnish such data, records, name of Employers, length of employment or other information as may be considered necessary to the operation of said registration lists and each applicant shall complete prior to registration such forms for recording such information as may be required by the Union. Applicants shall list any special skills they may possess.

Standards to be used by the dispatcher in determining qualification will be as follows:

A. PRE-APPRENTICES

Pre-Apprentices may be dispatched from the established apprentice applicant list on file in the JATC office or dispatched by the Local Union upon industry recommendation. Industry recommended pre-apprentices requested by name for employment shall be dispatched immediately following registration with the JATC. No pre-apprentice shall be retained beyond one year unless found to be qualified as an apprentice, classified worker or journeyman sheet metal worker. Pre-apprentices may be paid a higher wage percentage by employer request and shall be dispatched accordingly.

B. CLASSIFIED WORKERS

Classified workers shall be dispatched by the Local Union upon request by name for employment.

C. APPRENTICES

Any applicant currently indentured and registered in the Apprentice Program who is eligible under the rules of the JATC shall be deemed a qualified Apprentice and eligible for dispatch in accordance with the established Apprenticeship Program procedures. Apprentices shall be under the direct control of the JATC and may be dispatched by the JATC.

D. JOURNEYMAN SHEET METAL WORKERS

1. Any applicant who has previously worked for a signatory Employer in the jurisdiction of the Local Union as a Journeyman Sheet Metal Worker will be deemed to be eligible for dispatch as a Journeyman Sheet Metal Worker.

2. Any applicant who has worked elsewhere, in qualifying employment, as a Journeyman Sheet Metal Worker for a period of five (5) years or more will be deemed to be eligible to be dispatched as a Journeyman Sheet Metal Worker.

3. All other applicants desiring to be registered and dispatched as a Journeyman Sheet Metal Worker must show five (5) years of experience with the tools of the trade and provide proof that they have passed a written examination prescribed and administered by the JATC, or its designee, verifying that the applicant possesses the skills of a Journeyman.

4. Any applicant who has successfully completed a qualifying Apprenticeship Training Program.

SECTION 4. The Dispatch Office shall maintain a registration list for each classification of registered applicants available for employment. Applicants shall be registered on the list in the order of time and date of registration. There shall be two groupings in the registration lists as hereinafter more particularly described. Applicants shall be referred in their order, on a first registered, first dispatched basis unless the Employer has requested by name pursuant to Section 5 below or, the Employer has requested special skills that the first registered applicant does not possess. If special skills are requested by the Employer, the first registered applicant with the special skills requested will be dispatched.

GROUP A. All applicants for employment who have five (5) or more years of experience as a Journeyman Sheet Metal Worker and/or have completed a Sheet Metal Worker's Apprenticeship program recognized by the Local JATC, and who have been employed within the jurisdiction of the Local Union for a signatory Employer for at least 1200 hours within a consecutive twenty-four (24) month period within the thirty-six (36) consecutive monthly periods preceding registration and who is a resident of the construction labor market as defined herein. After initial qualification for the Group "A", maintenance of at least 1000 hours of work within each 36 month period thereafter shall be the minimum requirement for maintenance of Group "A" status. Periods of unemployment due to disability, illness or military service shall count for the 36-month requirements contained herein. An applicant must be available for work to be eligible to maintain their name on the "A" list.

GROUP B. All applicants for employment who have five (5) or more years of experience as a Journeyman Sheet Metal Worker and/or who have completed an Apprenticeship Program recognized by the Local JATC, and who have worked at the trade for at least 1200 hours in a consecutive twenty-four (24) month period within the 36-month period preceding registration. Group "B" applicants may apply for Group "A" registration upon attaining residency as defined herein and completion of four (4) months being registered on the Group B referral list.

All requirements for hours shall be verified by a check of hours reported to the Health Plan. Hours and work experience requirements for initial registration in Groups “A” and “B” shall be verified by objective evidence of actual work experience and hours and/or verification of graduation from approved Apprenticeship programs. The burden of providing adequate proof of qualifications for any list shall be upon the applicant.

Residency for the purposes of establishing qualification for Group “A” referral shall mean that the applicant has a permanent home within the Normal Construction Labor Market. “Permanent home” means that the applicant has proven his/her commitment to work and live within the construction labor market evidenced by one or more of the following:

- (1) Home ownership,
- (2) A residential lease for a fixed term (not month-to-month),
- (3) Voter registration at residence,
- (4) Vehicle registration at residence,
- (5) Valid driver license listing residence,
- (6) Registration of children in local schools.

The Normal Construction Labor Market comprises the twelve (12) Southern California Counties. “Permanent Home” shall be conclusively presumed in the event that the applicant has had contributions on his/her behalf to the 401(a) Plan, for at least 300 hours in each of the four (4) consecutive years prior to application for Group “A” status.

SECTION 5.

a. The Union will furnish the number of applicants requested by the Employer from among those registered for dispatch by first referring applicants in Group “A” in the order of their place on the registration list. Once all Group “A” applicants have been referred, the Union will then refer applicants in the same manner successively from the registration list in Group “B”.

b. The first Employee on each job in each classification shall come from the top of the out-of-work list for that classification. The second Employee on each job in each classification may be requested by name, provided that such Employee is properly listed on the Union's registration list as available for work. The third Employee on each job in each classification shall come from the top of the out-of-work list for that classification. Thereafter, all other calls by name in each classification shall be on a 50-50 alternating basis from the top of the out-of-work list.

c. Notwithstanding that dispatch shall normally be in chronological order of registration, a call for applicants possessing special skills or qualifications may be filled by dispatch of such applicant regardless of their place on the registration list.

d. Any currently registered Group “A” applicant may solicit Employers who are signatory to this Agreement for the purpose of requesting such Employer(s) to call him/her by name. If the out of work list reaches twenty-five percent (25%) of the total commercial Building Trades Journeymen count, each employer signatory to this agreement may call by name two Group A applicants on the out of work list and every third employee hired must be dispatched from the top of the out of work list until the out of work list falls below the twenty-five percent (25%) threshold, except that a request for special skills will be dispatched by calling the Applicant closest to the top

of the out-of-work list possessing the special skills required. An Applicant must be terminated from employment before being referred to another Employer.

SECTION 6. The Employer retains the right to reject any job applicant referred by the Union.

SECTION 7. It will be the responsibility of all qualified applicants who have been previously dispatched to re-register when out of work, if they desire to be dispatched again.

SECTION 8. The Dispatch Office shall have the responsibility of determining the qualifications and appropriate group placement of all applicants. All disputes which may arise regarding such determinations and placements shall be resolved in the following manner, prior to and as a condition of seeking other relief of any type or nature, whether administrative or judicial.

1. The applicant shall file with the Dispatch Office a written request for review of the dispute.

2. The Dispatch Office shall immediately refer such written request to the Union Business Manager, who shall promptly attempt to resolve the matter. If it is not resolved at that level in a manner satisfactory to the applicant, the matter may be referred to the Joint Industry Committee, which shall review the matter at its next meeting. The applicant(s) may appear before the Joint Industry Committee and present their position(s). After review of the evidence presented, the Joint Industry Committee shall make its determination, which shall be final and binding.

3. Nothing in this Section replaces the procedures in Article X of the SFUA for resolution of disputes between an Employer and the Union over referral procedures or any other dispute.

SECTION 9. The parties to this Agreement shall post in places where notices to Employees and applicants for employment are customarily posted, all provisions relating to the functions of the hiring arrangement. Additionally, the dispatchers at the Union shall give to any applicant who requests, a copy of these dispatching procedures.

SECTION 10. "Available for work" means that the applicant must be present at the time and place uniformly required for dispatch and will be ready, able, and willing to go to the jobsite and perform the work for which such applicant is being dispatched. 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 a telephone, etc., and registrants shall be informed of the practice.

SECTION 11. Where practical, the Dispatch Office shall maintain records reflecting why an applicant was not dispatched in the order in which he appears on the appropriate list. The Dispatch Office will make this information available to the applicant.

SECTION 12. Any signatory Employer who is specifically required by a Federal or State Statute or Executive Order to engage in an Affirmative Action Plan so as to avoid discrimination in employment may requisition an applicant from any group, provided such applicant is available for such employment, so long as the Employer notifies the Union, in writing, that such applicant is required for the purpose of satisfying the guidelines of such Affirmative Action Plan.

ADDENDUM NO. 33
NEWLY ORGANIZED MEMBERS

The parties hereto agree that it is mutually beneficial to organize non-signatory sheet metal contractors and to bring same into compliance with the terms and conditions of the Collective Bargaining Agreements in order to eliminate wage competition as a basis of determining work opportunities for sheet metal workers.

The parties also agree that it will be difficult to organize qualified unrepresented sheet metal workers if they are not afforded the opportunity to find union employment as an apprentice, or if qualified, journeyman sheet metal worker. Therefore, the parties hereto agree as follows:

1. **Apprentice referrals:** The Joint Apprenticeship Training Committee may grant priority referrals into the apprenticeship program to persons who do not possess journeyman skills and who become members of the Local Union as a result of the Union's organizing effort. Additionally, such persons shall be qualified for and be granted advanced credit for work and education experience based on their years of training in the sheet metal industry and their educational background. Advanced credit will be granted after evaluation by the committee or its representative. Said evaluation shall consist of a written examination and an interview to be completed before referral is made. Such priority referrals shall be given equal consideration without regard to their race, sex, minimum qualifications, diplomas, eligibility lists or the necessity of passing written apprenticeship entrance tests.
2. **Journeyman referrals:** Qualification requirements for referral status are as outlined in the "Hiring and Dispatching" procedures in this Addenda to the Standard Form of Union Agreement.

ADDENDUM NO. 34
DRUG FREE WORKPLACE POLICY

Drug and alcohol testing will be directed by the employer and administered by the Third Party Administrator, within terms negotiated by the Local Union and the Association. No substitute or alternative safety/drug free workplace policies or programs are permitted.

A pre-employment drug test performed in accordance with NIDA/SAMSHA standards and levels shall be administered by the Third Party Administrator. Drug Testing shall be mandatory by all signatory contractors and shall be included in all contracts. Employers shall include this drug testing policy as part of their company policy manuals. The Local Management Cooperation Trust shall negotiate the details of the hiring coordination and shall hire a Third Party Administrator (TPA). Employees shall be reimbursed an amount equal to one (1) hour's base wage for their time to take the drug test. The reimbursement shall be paid in full at the same time as the employee receives his first weekly paycheck. Any employee who fails the pre-employment testing should not be compensated. Employees who are ultimately judged clean through appeal or other process shall be made whole.

Pre-employment, post-dispatch testing (the cost of the test and the administration of the program) shall be paid by the Labor/Management Cooperation Trust.

Reasonable cause testing, as determined by a supervisor who has been trained and certified by a third party administrator, to identify impairment under influence of drugs or alcohol is allowed. If there is an allegation that the employee is impaired due to influence of drugs or alcohol and the test result is negative, the employee will be paid for all lost time (made whole). Reasonable cause testing shall be paid by the employer.

Post-accident testing, where there is personal injury resulting in medical treatment required by a medical doctor or professional medical facility or accident involving property damage exceeding \$500, is allowed. Post-accident testing shall be paid by the employer.

In cases where the test is found to be positive the employee assistance program, "Beat-It", shall be utilized as the first step instead of termination. The TPA may be used to administer this program. Back-to-work agreements shall be utilized when appropriate and at the discretion of the "Beat-It" Employee Assistance Program.

If an employee returns to work for the same employer within 45 days of his last day of employment, the employer may elect not to require a drug test.

ADDENDUM NO. 35 INDUSTRY PROTECTION AND MUTUAL RESPONSIBILITY

SECTION 1. It is the intent of these articles to retain, protect, and promote the sheet metal industry in its entirety.

SECTION 2. The Union and Employers agree to cooperate in all matters for the betterment of the industry, realizing that the best working conditions depend on a prosperous industry.

SECTION 3. It is the intent of the parties hereto, and the parties hereby agree to eliminate payment by lump-sum method, piece work, or any other method of payment other than as stipulated by the terms of this Agreement.

SECTION 4. If jurisdictional disputes arise between Local Union 105 and other Unions affiliated with the American Federation of Labor-Congress of Industrial Organizations Building Trades, they shall be determined in the manner and by the procedure established by the National Joint Board for the Settlement of Jurisdictional Disputes.

SECTION 5. Picket Lines: No Employee covered hereby, as a condition of continued employment will be required to cross a legal picket line, nor shall the Employee be discharged by any Employer for refusing to cross such picket line. All picket lines that have been sanctioned by the Building Trades Council shall be deemed a legal picket line until such time as a court of law or competent legal tribunal has rendered a decision to the contrary.

SECTION 6. Change of status - Union and/or Employer: In the event that the Union is divided, merged, amalgamated, separated or changed jurisdictionally or geographically; or the Employer is divided, merged, amalgamated, separated or location is changed or a new ownership occurs, this Agreement shall continue to be in effect under the changed status of the Union and/or the Employer.

SECTION 7. No Employer shall directly or indirectly evade the terms of this Agreement. No Employer shall sublet or contract with persons who are Employees, as outlined in Definition of Employees of these Addenda, any part of the labor services required by the Employer of such Employee.

SECTION 8. No employee shall be loaned from one employer to another employer. An Employee may change Employers provided the Employee is eligible for dispatch, is in good standing with the Local Union and the Local Union has been properly notified in advance in accordance with the Hiring, Dispatching and Referral Procedure Addendum.

ADDENDUM NO. 36 EMPLOYER RECORDS

SECTION 1. When an Employee starts employment with an Employer, he shall be required to give the following information to the Employer:

1. Name
2. Address and Telephone Number
3. Social Security Number
4. Number of dependents for tax purposes
5. Name of person to notify in case of accident
6. Driver's License Number
7. Such documents that may be required to comply with the Immigration and Naturalization Service regulations
8. Security and fingerprinting required by jobsite conditions
9. Dues Check-Off application forms

SECTION 2. The Employee shall not be required to give any other information except as outlined in Section 1 above, nor shall the Employer require an application form that requests any other information than that listed above.

SECTION 3. The Employee shall not be required to take any kind or type of physical examination before going to work or during his employment with the Employer as a condition of employment.

SECTION 4. The Employer is required to maintain weekly time cards indicating the name of the Employee, daily starting and finishing time, daily regular hours worked, daily overtime hours worked and summarizing the total regular hours and total overtime hours for each pay period.

SECTION 5. The Employer is required to maintain records indicating each job by name and location, and the names of the Employees assigned to each job and the manner of traveling for the purpose of determining travel time, zone transportation, mileage, and subsistence.

SECTION 6. The Employer is required to maintain weekly payroll records indicating the name of the Employee, his classification, his rate of pay, total regular hours worked, total overtime hours worked, his regular pay, his overtime pay, his total pay, his weekly payments for travel time,

zone transportation, mileage and subsistence, his deductions for payroll taxes required under the law, and the amount of his net check.

SECTION 7. In accordance with California law, all checks issued to an Employee for payment of wages, zone, mileage, subsistence, reimbursed expenses, etc., shall have a check stub attached completely itemizing the nature of such payments and all deductions thereto.

SECTION 8. The Employer is required to maintain all of the records enumerated above for a period of five (5) years. This section is without prejudice to other contractual and/or legal obligations.

SECTION 9. Employers having material covered by this Agreement fabricated and/or assembled outside the territorial jurisdiction of the collective bargaining area shall, within five (5) working days after written request of the Local Union, submit certified copies of payroll records specifying hours worked (straight and overtime) and net amounts of fringes paid to prove that the wage scale specified in this Agreement has been paid for such fabrication.

SECTION 10. Out of the area Employers, when working in the territorial jurisdiction of the collective bargaining area, shall within five (5) working days after written request by the Union, submit to an authorized representative of the Union verified payroll records showing the hours worked and all amounts paid each Employee employed in work covered by this Agreement. Such records shall show reimbursed amounts, hourly wages, all monetary items, all deductions, and any other sums paid to such Employee.

SECTION 11. Payroll documentation required under this Addendum shall be certified by the owner or an officer of the Employer and furnished to the Union by the Employer on a Certified Payroll Form furnished by the Union. An acceptable computerized report which clearly details hours worked, wages, and net amounts of fringes paid per Employee applicable to each job or project requested may be submitted as an alternate to the Union furnished form.

SECTION 12. Payroll verification: Pursuant to a decision of the Local Joint Adjustment Board when a grievance is being heard in accordance with Article X, Section 2, of the Standard Form of Union Agreement, the Union shall be entitled to have an auditor who shall be either a C.P.A. or Accountant selected by the Union who shall be entitled to check the payroll, time cards and cash disbursement records and related records of any Employer charged with failing to pay the proper wages, or meet the proper hours and conditions as set forth in this Agreement. The Employer agrees to give access to such payroll records, time cards and cash disbursement records and related records within 72 hours to such designated auditor on request as well as giving him access to any documentation which might assist him in determining whether or not the Employer involved is living up to the terms of this Agreement and paying the appropriate wage rates to his or its Employees under this Agreement. The expense of said audit shall be borne by the Employer when found in deliberate violation of the grievance being heard.

ADDENDUM NO. 37
ACCESS TO JOB OR SHOP BY REPRESENTATIVES OF LOCAL UNION

SECTION 1. The Employer shall not prohibit representatives of the Local Union from access to any jobsite or shop at any reasonable time provided that the representative notifies the Employer's management of his presence.

SECTION 2. The parties recognize that the Employer and the Local Union have mutual responsibilities to each other and agree to perform these responsibilities as follows:

(a) Access for the Union representative on official business, shall be expedited and prompt without undue delays. The Employer recognizes the importance of the Union's necessity to perform its business in an efficient manner which may require performance of its business during working hours.

(b) Official business of the Union representative shall be performed in the shop or on the jobsite before working hours, during safety meetings or break and meal periods, when possible and practical. The Union recognizes the importance of the Employer's necessity to maintain productivity of its Employees during working hours.

ADDENDUM NO. 38
STEWARDS

SECTION 1. A Shop or Jobsite Steward shall be a working Employee appointed in all shops and on all jobs as deemed necessary by the Business Manager of the Union or his authorized representative who shall, in addition to his work as a Journeyman, be permitted to perform during working hours such of his Union duties as cannot be performed at other times. The Local Union agrees that such duties shall be performed as expeditiously as possible, and the Employer agrees to allow Stewards a reasonable amount of time for the performance of such duties. Notification to the Employer of the appointment of each Steward shall be in writing at the time of appointment.

SECTION 2. The Union shall review all Steward appointments at the request of the Employer.

SECTION 3. A Steward shall observe conditions of employment, safety and conduct of Employees as defined in the Definition of Employees Addendum, to the end that the duties and obligations of Employees and the provisions of the existing Standard Form of Union Agreement and Addenda shall be complied with, and shall assist whenever possible in adjusting minor differences or misunderstandings which arise but shall immediately notify the Local Union Office regarding the interpretations or application of the provisions of existing Standard Form of Union Agreement and Addenda in connection with the employment of Employees in shops or on jobsites.

SECTION 4. If a Steward is transferred from shop to job, job to shop or job to job, the Employer will cooperate with the Steward in notifying the Local Union Business Manager's Office.

SECTION 5. If overtime work is required, the Steward shall be one of those to perform such overtime work unless the work performed is a specialty type of work for which the Steward is not qualified. The Steward, if available, shall call the Union office for all overtime permits.

SECTION 6. A Steward shall remain on the work until its completion. This does not apply to Foremen, Detailers, or Specialized Employees. In no event shall an individual Employer discriminate against a Steward, by layoff nor by discharge, on account of any action taken by him in the performance of his Union duties.

SECTION 7. Layoff of Steward.

a. Provided said Employer has been notified of the Steward's appointment, as required above, a Steward shall not be laid-off without just cause. The Employer shall notify the Union in writing of his intention to discharge or transfer a shop or jobsite Steward for cause. This notice must be in the Union Office three (3) full working days prior to discharge or transfer. The Union retains the right to investigate and determine the cause for discharge or transfer.

b. Should the Union disagree with the Employer's reasons for discharge or layoff of a Steward, then the case will be processed in accordance with Article X of the Standard Form of Union Agreement, except that the Local Joint Adjustment Board shall meet within seventy two (72) hours.

c. If the decision of the Local Joint Adjustment Board is that the Steward was laid-off or discharged without just cause, then the Steward shall be reinstated by the Employer without loss of pay, as determined by the Local Joint Adjustment Board. If the Local Joint Adjustment Board does not reach a decision and the next step or steps of Article X are instituted, then they shall make the decision on reinstatement and/or loss of pay.

ADDENDUM NO. 39
UNION LABEL

SECTION 1. The Union Label is and shall remain the sole and exclusive property of the Union and, as such, it is to remain under the control of the Union or its designated representative. Misuse or directed misuse of a Sheet Metal Union Label by any Employer signatory to this Bargaining Agreement shall be considered a violation of said Agreement and grievable by the Union under Article X of the Standard Form of Union Agreement or the Union Label may be removed at any time by the Union without explanation or reason to the Employer.

SECTION 2. A Sheet Metal Union Label shall be applied to sheet metal work manufactured, assembled, and fabricated by members in good standing of this Local Union or of the International Association of Sheet Metal, Air, Rail and Transportation Workers.

SECTION 3. Nothing in this Agreement shall limit the right of the Employer to use materials and products available on the open market, which is not required to be manufactured, fabricated, etc., by Employees covered by this Agreement as provided by Article 1, Section 1 of the Standard Form of Union Agreement and the Addenda thereto. The Employer agrees to give preference whenever possible to Union-made materials and products. The Union and the Joint Industry Committee will jointly publicize and submit to the Employers the names of firms and companies with an Agreement with Local Unions affiliated with the International Association of Sheet Metal, Air, Rail and Transportation Workers who manufacture products bearing the Union Label of the International Association of Sheet Metal, Air, Rail and Transportation Workers.

SECTION 4. The Union agrees that when a signatory Employer is awarded a job in the jurisdiction of another Local Union, that upon a written letter of request, Local Union 105 will provide said signatory Employer with the Union Label requirements for that Local Union's jurisdiction.

SECTION 5. The Union and the signatory Employer agree that the responsibility for affixing the Union Label to all fabricated materials shall be that of the appointed Shop Steward. Labels shall be affixed on all materials prior to shipment from the shop to the jobsite.

SECTION 6. The Steward shall sign a receipt for all labels received and shall return all unused labels to the Local Union upon demand by the Union Representative, for cessation of business or by order of the Local Joint Adjustment Board.

ADDENDUM NO. 40 VEHICLE IDENTIFICATION & MATERIAL TRANSPORT

SECTION 1. The Employer agrees that all commercial vehicles owned or operated or leased by the Employer in conjunction with the performance of the work covered in this Agreement shall bear the company name and state contractors license number of the Employer in letters not less than three inches high on both sides of the vehicle. Employees shall not affix company signs to their personal autos or trucks.

SECTION 2. Rates of pay and conditions of employment of all employees of the employer engaged in the transport of metal work fabricated or installed under the terms of this Agreement shall be negotiated by the parties hereto. Article V of the Standard Form of Union Agreement shall apply to all such employees.

This section shall not apply to employees who are (1) represented by other apprenticeable craft unions which are direct affiliates of and pay a per capita to the Building Trades Department of the AFL-CIO and (2) perform work under an agreement that is the basis of a prevailing wage determination issued by the California Department of Industrial Relations.

ADDENDUM NO. 41 MOONLIGHTING

Any Employee performing work covered by the Standard Form of Union Agreement, without prior approval of the Local Union Executive Board, shall be subject to discharge by the Employer and charges by the Local Union under the following conditions.

SECTION 1. No Employee shall undertake work as specified in Article I, Section 1 of the Standard Form of Union Agreement on his own account. Where an Employee undertakes work on his own account, or uses equipment, parts, or material belonging to the Employer, the Employee shall, after conviction by a Local Union Trial Board, be fined a minimum of \$1,000.00.

SECTION 2. When an Employee is employed in such work for more than one Employer at the same time, such as work for one Employer during the day shift and another Employer in subsequent shifts.

SECTION 3. When an Employee contracts to or performs said work as an entrepreneur or contractor while being employed by any Employer signatory to this Agreement and Addenda.

SECTION 4. It shall be a violation of this Agreement for an Employer or a Union member to collaborate to do moonlight work.

SECTION 5. It shall be the Employer's responsibility to work with the Local Union to stop moonlighting, to notify the Local Union when equipment is bought by an Employee, and to notify the Local Union upon his knowledge of an Employee doing moonlighting work.

ADDENDUM NO. 42 TESTING-ADJUSTING-BALANCING

SECTION 1. Whenever any air balancing, testing or adjusting is required, said work shall be performed by qualified Sheet Metal Workers.

SECTION 2. Employers and employees shall perform covered work according to the working rules and conditions of employment provided by this Agreement even if such employer is signatory to any other national agreement.

SECTION 3. Any assignment of work covered by this Addendum to other than qualified Sheet Metal Workers without prior approval of the Joint Industry Committee shall result in a grievance being filed under Article X of the Standard Form of Union Agreement for misassignment of work and as a violation of the Standard Form of Union Agreement.

SECTION 4. Local conditions may require the Employee to transport the Employer's instruments, tools, and balancing devices in the Employee's vehicle. Unless the Employer provides a vehicle to the Employee for such transport, effective September 1, 2007, the following minimum conditions shall apply:

1. **Journeyman Testing and Balancing Technicians** required to transport the Employers' instruments, tools and balancing devices in the Employee's vehicle shall be paid five percent (5%) above the prevailing hourly wage scale for Journeymen, plus an Employer provided gas credit card for the gas expenses incurred for said travel.
2. Having successfully completed the first year of the Testing and Balancing Certification Program, as established by the Joint Apprentice Training Committee, **Apprentices** required to transport the Employers' instruments, tools and balancing devices in the Employee's vehicle shall be paid five percent (5%) above the Apprentice's prevailing wage scale, plus an Employer provided gas credit card for the gas expenses incurred for said travel.
3. **Journeyman Testing and Balancing "TABB" Certified Technicians** required to transport the Employers' instruments, tools and balancing devices in the Employee's vehicle shall be paid a total of ten percent (10%) above the prevailing hourly wage scale for Journeymen, plus an Employer provided gas credit card for the gas expenses incurred for said travel.

SECTION 5. The signatory parties hereto agree to cooperate in every way to promote and establish training classes in order to qualify a sufficient number of Sheet Metal Workers for this type of work.

ADDENDUM NO. 43
RME - RMO

SECTION 1. Any Journeyman Sheet Metal Worker who is listed as an RME or RMO on a valid California State Contractors License shall be considered as an Employer and shall abide by the terms of this Agreement.

SECTION 2. Journeyman members, applicants for membership or any Employee of a signatory Employer, holding valid State Contractors Licenses C-20, C-43, C-38, D-62, D-64 or any other applicable license that covers the jurisdictional claims of the International Association of Sheet Metal, Air, Rail and Transportation Workers shall inactivate their license in accordance with Division 111, Chapter 9, Section 7076.5 of the Business and Professions Code before being accorded the use of the referral facilities under this Agreement.

SECTION 3. Employers shall not perform any of the work covered by Article I of the Standard Form of Union Agreement on the jobsite except as provided for under Article 16, Section 1(D) of the SMART Constitution and Ritual.

ADDENDUM NO. 44
ELIGIBLE EMPLOYERS

SECTION 1. Signatories to this Agreement must be properly licensed as a specialty contractor as required by the State Contractors License Act, must carry full coverage under the State Worker's Compensation Laws for Employees, must have an established place of business other than a residence, must be equipped with the tools required for performance of the work in which this firm is engaged, and must be regularly engaged as a contractor.

SECTION 2. In addition to the requirements of this Agreement, each signatory Employer shall employ at least one (1) Journeyman Sheet Metal Worker as described in Article VIII, Section 11 of the Standard Form of Union Agreement on a full time basis while performing any of the work as set forth in Article I, Section 1 of the Standard Form of Union Agreement, to be eligible or to become eligible and to maintain eligibility as an Employer.

SECTION 3. Any Employer doing business under more than one (1) name must have a separate Agreement signed with Local Union 105 for the identity under which he is doing business. The Employer's other establishment or establishments must meet in all respects the requirements for the original establishment or that of competitive establishments in that area.

SECTION 4. The terms and conditions of this Addendum may be varied by written waiver by the Joint Industry Committee. Failure on the part of the Employer to observe any of the terms of this Addendum is agreed to constitute a material breach and may result in immediate cancellation of this Agreement, provided the Employer is given a ten (10) day written notice of said cancellation by the Union.

ADDENDUM NO. 45 ASSIGNABILITY

SECTION 1. During the term of this Agreement, no provision, obligation, or terms shall be affected, modified, altered or changed in any respect by any change in legal status, ownership or management of a signatory Employer or the geographical change in the locale of its principal place of business.

SECTION 2. If and when the Employer shall perform any work of the type covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity, including a joint venture, wherein the Employer, through its officers, directors, partner, or stockholders, exercises either directly or indirectly, management control or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work.

SECTION 3. The employer agrees that if a majority of its employees authorize the Local Union to represent them in collective bargaining, the Employer will recognize the Local Union as the NLRA Section 9(a) collective bargaining agent for all employees performing sheet metal construction work within the jurisdiction of the Local Union on all present and future jobsites.

ADDENDUM NO. 46 JOINT INDUSTRY COMMITTEE

SECTION 1. There shall be established a Joint Industry Committee, composed of an equal number of Employer representatives appointed by the Employer's Associations and Employee representatives appointed by Local 105. Whenever possible, members of the Joint Industry Committee shall be selected from the respective negotiation committees.

SECTION 2. It is agreed that regardless of the composition (or members present) of the Joint Industry Committee, the voting power of those present at the meeting shall be equal between labor and management.

SECTION 3. The purpose shall be to function as a research and public relations agency on behalf of the sheet metal industry, to seek to increase the use of sheet metal products by the consuming public, to improve the business of sheet metal contractors, contact architects and general contractors to acquaint them with added uses of sheet metal so as to seek to increase the use of sheet metal in construction products and to attempt to advertise in every way possible to the consuming public so as to increase the sale and use of such products.

SECTION 4. The Joint Industry Committee shall work to improve relations between Labor and Management by holding continuing dialogue and attempting to resolve industry problems. The Joint Industry Committee shall meet semi-annually or when requested by either party to consider any problems which may arise as to the administration of the Agreement.

SECTION 5. The Joint Industry Committee shall also act as the Local Joint Adjustment Board and shall meet as necessary to consider grievances filed under the provisions of Article X, Section 2, of the Standard Form of Union Agreement.

ADDENDUM NO. 47
"MOST FAVORED NATIONS" CLAUSE

If any more favorable conditions are granted by Sheet Metal, Air, Rail and Transportation Workers Local Union 105 to any other Employer who is "directly competitive" with the signatory Employers of this Agreement in the jurisdictional area of Local Union 105, all Employers will have the right to adopt that Agreement in its entirety, effective immediately. "Directly competitive" refers to work performed within the jurisdiction of Local Union 105 and work which is within the scope of this Agreement.

Furthermore, Local Union 105 agrees to provide copies of the existing "directly competitive" Agreements, to the Employers' Associations within ten (10) days of signing of this Agreement and further agrees to provide the Employers Association with copies of any "directly competitive" Agreements subsequently entered into, within ten (10) days of their signing.

The Employers signatory to this Agreement shall not have the right to adopt agreements of the following nature:

- (a) Work for which relief under Resolution 78 or similar programs has been granted to all eligible signatory Employers who have applied for relief prior to bid;
- (b) Work performed under project agreements; and
- (c) Newly organized Employers with respect to work existing at the time of signing the new Employer to this Collective Bargaining Agreement.

ADDENDUM NO. 48
SUPPLEMENTAL AGREEMENTS

SECTION 1. Individual Employers who are signatory to this Standard Form of Union Agreement and the Addenda thereto, are eligible to sign and utilize Supplemental Agreements properly negotiated between Local Union 105 and SMACNA Employers now existing, or which may be negotiated in the future.

SECTION 2. It is understood and agreed by the parties hereto that an individual Employer must be signatory to this Standard Form of Union Agreement and the Addenda thereto, as the master and binding contract, to qualify to use Supplemental Agreements.

SECTION 3. Each signatory Employer must have fully complied with all of the terms of the Signing of Agreement Addendum in these Addenda to the Standard Form of Union Agreement to qualify for employment of Employees under the terms of Supplemental Agreements, Reciprocal Agreements between Local Unions, Special Agreements under Resolution 78 or Equity Funds.

SECTION 4. It is understood that such Agreements must have the effect of preserving and/or gaining such work for that Employer and the Union.

SECTION 5. Supplemental Agreements to this SFUA and the Addenda thereto include but are not limited to Service, modernization, maintenance, residential, light commercial, sheet metal wall panels, shop manufacturing, service & repair of lockers, shelving & chutes, and are properly negotiated between the Associations and Local Union 105.

ADDENDUM NO. 49
LEGAL COMPLIANCE

Should any Article or Addendum of this Agreement be invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such Article or Addendum shall be treated for all purposes as null and void, and where possible such Article or Addendum, as soon as practical, be corrected so as to become legal by joint negotiations by the parties to this Agreement. All other Articles and Addenda of this Agreement shall continue to remain in full force and effect.

ADDENDUM NO. 50
CLARIFICATIONS OF THE STANDARD FORM

SECTION 1. It is hereby agreed that Article II, Section 2 and Article VIII, Section 2 of the Standard Form of Union Agreement is interpreted by the parties hereto to include “Fringe Benefits.” Nothing in said Article is intended by the parties to be effectuated or enforced in a manner contrary to law.

SECTION 2. It is hereby agreed to clarify Article I, Section 1 of the Standard Form of Union Agreement to mean that “materials used in lieu thereof” shall also include, but not be limited to, plastic and fiberglass as well as any other substitute material.

SECTION 3. The Employer and the Union agree that Article I, Section 1 of the Standard Form of Union Agreement does not specifically list all work included in the jurisdictional claims of the International Association of Sheet Metal, Air, Rail and Transportation Workers and, such jurisdictional claims are included as if written in its entirety. Further, for clarification to signatory Employers and members of the Union on covered installation work, the Employer and the Union agree to add the following to Article 1, Section 1:

SECTION 3(a). Odor control systems regardless of material used, air washers and scrubbers, air dryers, roof curbs, dampers of all kinds, air duct smoke detectors, sound traps, mixing boxes, attenuators, air blenders, variable air volume (vav) boxes of all types, environmental rooms, clean rooms, cold rooms, access doors related to air handling systems, louvers, breaching and stacks, all vents, exhaust systems of all types and hoods used for collection of any airborne substance or material.

SECTION 3(b). Sheet metal roofing, flashing, coping, fascia, soffits, gutters and downspouts, column covers, interior and exterior metal trim, skylights, metal ceilings, louvers, metal siding, expansion joints, metal roof decks, and all other architectural sheet metal work and ornamental sheet metal work (interior or exterior), and all work such as underlayment in conjunction with metal roofing systems not limited to plywood, insulation, ice shields and vapor barriers.

SECTION 4. It is hereby agreed to clarify Article VIII, Section 6 of the Standard Form of Union Agreement that the Employer shall have unlimited movement of Journeymen, Apprentices, Pre-Apprentices and Classified Workers per jobsite, in accordance with the Ratio Addendum in this

Agreement, within the geographical jurisdiction of Local Union 105 to perform any work which the Employer deems necessary.

SECTION 4(a). Apprentices shall not be employed on a jobsite that creates a conflict with their school attendance as required by the JATC. Working on remote jobsites and missing school will not be accepted as an excuse.

SECTION 5. Article III of the Standard Form of Union Agreement is further clarified as follows: "Work To Be Performed Statement". The Employer shall notify the Union in writing, on Employers letterhead and in the form as approved by the Joint Industry Committee, written evidence of assignment for certain specified items of work to be performed at a jobsite prior to commencement of work at the site. Written evidence of assignment of work shall be sent to the Union within five (5) working days after the Employer receives the contract for such work.

SECTION 6. In order to further clarify Article VIII, Section 3, Item 5, residential pipe and fittings (production wage rates), of the Standard Form of Union Agreement, residential work is defined as single dwellings, duplex dwellings, triplex dwellings, apartment dwellings and condominiums not exceeding four (4) stories.

SECTION 6(a). Except as outlined above, all custom or special design sheet metal items and work described in Article I, Section 1 of the Standard Form of Union Agreement used on any other type of construction or sheet metal work shall be performed only by Employees covered by and pursuant to this Agreement.

SECTION 7. Article II, Sections 1 and 2 of the Standard Form of Union Agreement is further clarified as follows: Any Employer who subcontracts work covered by this Agreement to a contractor or fabricator who pays its employees engaged in such fabrication less than the wage for sheet metal fabrication, as established under the provisions of this agreement shall be liable for all loss of wages and fringe benefit contributions resulting from such subcontracting based upon the contract rates provided for under the terms of this Agreement.

ADDENDUM NO. 51 AGREEMENT PRINTING

It is agreed that the Employers' Associations and the Local Union will share the cost of printing the Agreement booklets, the cost of which shall be mutually agreed upon. The Employers' Associations will pay the cost and provide three (3) copies of the booklet for each member of the Multi-Employer Bargaining Units. The Local Union will pay the cost and provide one copy to each member of the Local Union.

ADDENDUM NO. 52 SIGNING OF AGREEMENT

This Agreement is signed independently by Orange Empire SMACNA and SMACNA Los Angeles as separate Employers' Associations on behalf of the separate multi-employer bargaining units each employers association represents, as per the lists outlining the separate bargaining units submitted independently by the employers' associations to the Union. The joint endeavor to

negotiate this Agreement shall not be construed in any way to intend that the employers' associations become one bargaining unit upon execution or termination of this Agreement.

For maintaining records, the Union will furnish three (3) copies of the Affirmation Agreement for signature by each Employer.

In addition, the Employer will be provided three (3) copies of the Standard Form of Union Agreement, the version of which is stated in the Preamble and Addenda in booklet form as per the Agreement Printing Addendum.

SECTION 1. All parties to this Agreement agree to sign the Affirmation Agreement within ten (10) days after presentation by a Union representative or receipt by mail.

SECTION 2. Parties not signing the Affirmation Agreement within the above time limits are subject to action by the Local Joint Adjustment Board having jurisdiction.

ADDENDUM NO. 53 AGREEMENT REOPENER CLAUSE

This Agreement shall become effective on the 1st day of July, 2015, and remain in effect until June 30, 2020, and shall continue in force from year to year thereafter unless written notice of reopening is given not less than ninety (90) days or more than one hundred twenty (120) 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, provided however that the Agreement expiration date contained in this section shall not be effective in the event proceedings under Article X, Section 8, are not completed prior to that date, in that event, this Agreement 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.

By execution of the Agreement as a member of either the Orange Empire SMACNA or SMACNA Los Angeles bargaining units, as referenced above and as per the list submitted by either Orange Empire SMACNA or SMACNA Los Angeles to the Union, Employer authorizes the respective bargaining unit to act as its sole collective bargaining representative for all matters relating to this Agreement. The parties agree that Employer will hereafter be a member, as outlined above, of either the Orange Empire SMACNA multi-employer bargaining unit represented by Orange Empire SMACNA or the SMACNA Los Angeles multi-employer bargaining unit represented by SMACNA Los Angeles, unless such authorization is withdrawn by written notice to the respective association and Union at least one hundred fifty (150) days and not more than one hundred eighty (180) days prior to the expiration date of this Agreement.

During the term of this Agreement, either party may request, through the Joint Industry Committee, that this Agreement be reopened.

This Agreement is hereby accepted and approved by the undersigned. The parties agree to be bound by the terms and conditions of this Agreement whereto the parties affix their signatures and seal this _____ day of _____, 2015.

For: SMACNA Employers

**International Association of
Sheet Metal, Air, Rail and
Transportation Workers
Local Union 105**

By: _____
(Signature of Officer or Representative)

By: _____
(Signature of Officer or Representative)

Kevin O’Dorisio, Executive Director
SMACNA – Los Angeles
Authorized Bargaining Representative
Orange Empire SMACNA

Luther B. Medina
Business Manager/ President

NEGOTIATED BY
SHEET METAL AND AIR CONDITIONING CONTRACTORS’
NATIONAL ASSOCIATION AND SMART LOCAL UNION 105

SMACNA-Los Angeles

Jordan Ehrenkranz, Management Chairman...Ideal Heating & Air Cond.
Mike Hilgert...Superior Duct Fabrication, Inc.
Gary S’dao...Best Contracting Services, Inc.
Chuck Thompson...AireMasters Air Conditioning
Kent Cooper...Los Angeles Air Conditioning
Tani Poe...Western Allied Corporation
Kevin Michel...Xcel Mechanical Systems, Inc.

Kevin O’Dorisio, Executive Director...SMACNA–Los Angeles

Orange Empire SMACNA

Hector Vargas, Management Chairman...ACH Mechanical Contractors, Inc.
Scott Baker...University Mechanical and Engineering Contractors
Bill Burrow...Serfass and Company
Ken Ellis...Control Air Conditioning Corporation
Karen Fox...Precision Air Balance Company, Inc.
Paul Keohane...Custom Metal Fabricators, Inc. (CMF, Inc.)
Norm Lussier...Direct Air Conditioning, Inc.
Sandy Wooldridge...Orange Empire SMACNA

Kevin O’Dorisio, Negotiation Representative...Orange Empire SMACNA

SMART Local Union 105

Luther B. Medina, Labor Chairman...Business Manager/President
Michael Rocky Pelliccino ...Vice President/Assistant Business Manager
Vernon W. Shaffer...Financial Secretary-Treasurer/Recording Secretary
Richard Foss, II...Business Representative
Steve Hinson... Business Representative
Tim Hinson... Business Representative
Samuel F. Hurtado... Business Representative
David Shaver... Business Representative
William “Bill” Shaver... Business Representative
Joe Whitcher... Business Representative

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Financial Partners Credit Union

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