

Labor Agreement

Between

Sheet Metal Workers International Association Local 162



And

Sheet Metal and Air Conditioning Contractors
National Association's

Sacramento Valley Chapter
Northern San Joaquin Chapter
Central Valley Chapter



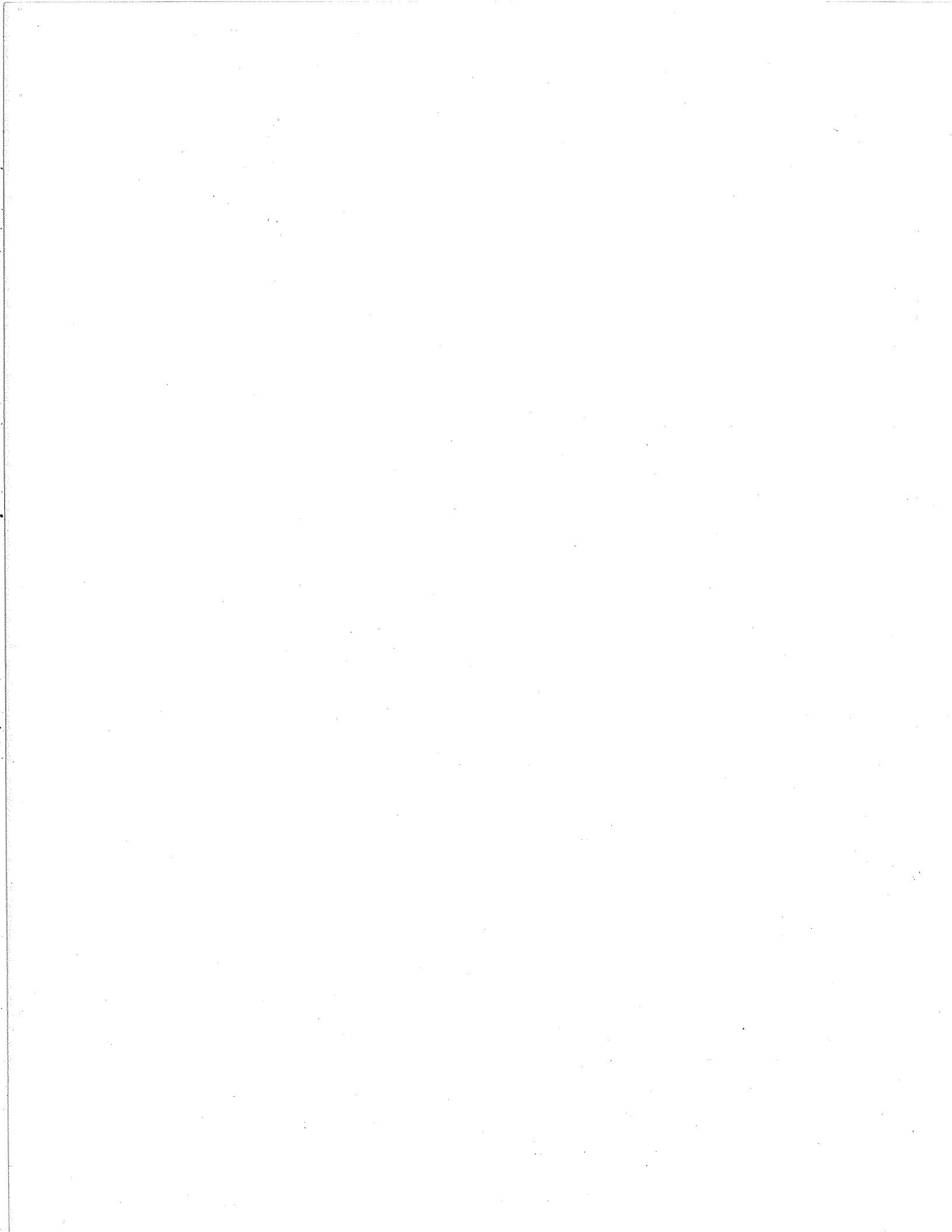


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STANDARD FORM OF UNION AGREEMENT, (A-01-05)
SHEET METAL, METAL ROOFING, VENTILATING AND AIR CONDITIONING
CONTRACTING DIVISIONS OF THE CONSTRUCTION INDUSTRY IN THE NORTHERN AND
CENTRAL CALIFORNIA VALLEY

Agreement entered into by and between the Sacramento Valley, Northern San Joaquin and Central Valley Chapters of SMACNA and each business establishment individually, whether represented by a contractor association or not, hereinafter referred to as the "Employer", and Local Union No.162 of Sheet Metal Workers' International Association, hereinafter referred to as the "Union" for Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Sutter, Tehama, Yolo and Yuba Counties (July 1, 2008 through June 30 2013). San Joaquin, Alpine and Calaveras counties (July 1, 2008 through June 30, 2012). Mariposa, Merced, Stanislaus and Tuolumne counties (July 1, 2007 through June 30, 2012). Fresno, Madera, Tulare and Kings. Counties (July 1, 2007 through June 30, 2011)

ARTICLE I – SCOPE OF WORK

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, air veyor 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; gutters, downspouts, metal flashings and (f) all other work included in the jurisdictional claims of Sheet Metal Workers' International Association.

ARTICLE II - SUBCONTRACTING

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 – CLASSIFICATION OF WORKERS AND LETTERS OF ASSIGNMENT

SECTION 1. The Employer agrees that none but journeymen, apprentice, pre-apprentice and classified sheet metal workers, as described and allowed in the attached addendums, shall be employed on any work described in Article I and further, for the purpose of proving jurisdiction, agrees to provide the Union with written evidence of assignment on the Employer's letterhead for certain specified items of work to be performed at a jobsite prior to commencement of work at the site. List of such specific items, which may be revised from time to time, as agreed to by and between SMACNA and SMWIA, shall be provided to the Employer.

ARTICLE IV – PROVIDING QUALIFIED WORKFORCE

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 described and allowed in the attached

addendums, 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 – UNION SECURITY

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

SECTION 2. If during the term of this Agreement the Labor-Management Relations Act of 1947 shall be amended by Congress in such manner as to reduce the time within which an employee may be required to acquire union membership, such reduced time limit shall become immediately effective instead of and without regard to the time limit specified in Section 1 of this Article.

SECTION 3. The provisions of this Article shall be deemed to be of no force and effect in any state to the extent to which the making or enforcement of such 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 4: The Employer agrees to deduct Union dues, assessment or service fees (excluding fines and initiation fees) from each week's pay of those employees who have authorized such deductions in writing. Not later than the twentieth day of each month, the Employer shall remit to the designated financial officer of the 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 – HOURS, HOLIDAYS, OVERTIME AND SHIFT WORK

SECTION 1. The regular working day shall consist of eight (8) hours labor in the shop or on the job between six (6) a.m. and four-thirty (4:30) p.m. (**five (5) pm for Modesto and Stockton dispatch points**) 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. 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. Over time when working a four day, ten hour per day, schedule shall be as follows; the first two hours of overtime shall be at time and one half (1 ½), the first ten hours on the fifth day shall also be paid at time and one half (1 ½), all other over time remains at double time (2). Employees shall be at the shop or project site at the scheduled starting time each day and remain until quitting time

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.

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

SACRAMENTO Only; 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 up to ten hours per day. Sundays, holidays and anything over 10 hours per day shall be paid at double time rate

STOCKTON Only: On Monday through Friday, all work over eight (8) hours will be at one and one-half (1-1/2) times the regular hourly rate not to exceed two (2) hours. The first eight (8) hours on Saturday will be at one and one-half (1-1/2) times the regular hourly rate. All other overtime will be at double (2) times the regular hourly rate. Sundays and Holidays will be at double (2) times the regular hourly rate.

MODESTO Only; The overtime rate (for the first four (4) hours) of work over eight (8) hours per day during the regular work week, and for the first eight (8) hours on Saturdays and additional holidays shall be at time and one-half (1 1/2) the regular rate. All overtime in excess of the above will be at double (2) times the straight time rate. Sunday and the seven (7) named regular Holidays will be at double (2) times the regular straight time rate.

FRESNO Only; Work performed by a workman before and/or after his regularly scheduled working hours, including shift hours, shall be paid in the following manner: Two (2) hours before, or four (4) hours after, or any combination thereof that does not exceed a total of four (4) hours per shift, or eight (8) hours on Saturday, shall be paid at one and one-half (1½) times his regular hourly wage rate. All work performed on Sunday or Holidays will be paid for at two times the regular rate of pay (double-time). The Employer must secure an overtime permit before any work is performed on Saturday, Sunday or holidays

SECTION 2. New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day, Presidents Day, Good Friday (Sacramento and Redding only), Friday after Thanksgiving, Friday prior to Labor Day, or days locally observed as such , and Sunday shall be recognized as holidays. When any of the above mentioned holidays fall on a Saturday the Friday before shall be considered a legal holiday. If any of the above mentioned holidays fall on a Sunday, the Monday following shall be considered a legal holiday. Should New Years Day, the 4th of July or Christmas fall on a Tuesday, the preceding Monday shall be a holiday. If New Years Day, the 4th of July or Christmas fall on a Thursday, the following Friday shall be a holiday. All work performed on Holidays shall be paid at the double-time rate

STOCKTON Only; For the Friday before Labor Day Holiday, if construction contracts or work compression demands that Employees work, Employees will work at the regular straight time rate. This includes any shop time related to that job.

FRESNO only; If any of the above named holidays fall on a Thursday the following Friday shall be a holiday. If any of the above named holidays fall on a Tuesday the preceding Monday shall be a holiday. On the Friday prior to Labor Day, if any work is required on this holiday, the Union, via Resolution 78 will assist management in manning the job at straight time.

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 – TRAVEL, MILEAGE AND SUBSISTENCE (also see Addendum 1, Item 13)

SECTION 1. When employed in a shop or on a jobsite within the limits of their Local #162 dispatch office, 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 as described in applicable addendums.

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 – WAGES, WAGE EQUALIZATION, BENEFITS AND INDUSTRY FUNDS

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 in accordance with the attached addendums, 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 Sheet Metal Workers' International Association, whose established wage scale is higher than the wage scale specified in this Agreement, the higher wage scale of the jobsite Union shall be paid to the employees employed on such work in the home shop or sent to the jobsite.

SECTION 3. The provisions of Section 2 of this Article, Section 2 of Article II and Section 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 for high pressure systems, 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, apprentices, preapprentice 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 Sheet Metal Workers' International Association, and qualified sheet metal workers are available in such area, the Employer may send no more than two (2) sheet metal workers per job into such area to perform any work which the Employer deems necessary, both of whom shall be from the Employer's home jurisdiction. All additional sheet metal workers shall come from the area in which the work is to be performed. Journeymen sheet metal workers covered by this Agreement who are sent outside of the area covered by this Agreement shall be paid at least the established minimum wage scale specified in Section 1 of this Article but in no case less than the established wage scale of the local Agreement covering the territory in which such work is performed or supervised, plus all necessary transportation, travel time, board and expenses while employed in that area, and the Employer shall be otherwise governed by the established working conditions of the local Agreement. If employees are sent into an area where there is no local Agreement of the Sheet Metal Workers' International Association covering the area then the minimum conditions of the home local union shall apply.

SECTION 7. In applying the provisions of Sections 2, 5, and 6 of this Article VIII, the term "wage scale" shall include the value of all applicable hourly contractual benefits in addition to the hourly wage rate provided in said Sections. (Commonly referred to as "total package")

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) or 401(a) contributions required to be made to a 401 plan where the work is performed to a 401 plan established for the employee's home local union.

This obligation is conditioned upon a suitable reciprocity arrangement being agreed to by the trustees of such plans in accordance to applicable state and federal laws.

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 the same day of each week, and no more than three (3) 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. In accordance to the recently adopted Code of Excellence, a Lay-Off Slip will be given to all employees at time of lay off. (Lay-Off. slips will be provided by the Union)

FRESNO Area Only: Any employee who is discharged, laid off or terminated for any reason (other than quitting) under conditions where he must return to a job site or shop to get his tools or personal belongings shall be paid for all such time at his regular straight time rate of pay, from the time of termination of employment. Employees should be given at least thirty (30) minutes notice of termination.

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) seven cents (\$0.07) per hour for each hour worked on and after the effective date of this Agreement by each employee of the Employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted to IFUS, 4201 Lafayette Center Drive, Chantilly, Virginia, 20151 -1209, or for the purpose of transmittal, through a designated third party administrator or the local SMACNA chapter

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

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

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

(b). The Employer shall pay to their affiliated SMACNA chapter (the local industry fund, see attached wage and fringe sheets, currently \$0.43 per hour in Sacramento, \$0.40 per hour in Stockton and Fresno, \$0.36 per hour in Modesto, \$0.30 per hour in Redding), for each hour worked on or after the effective date of this Agreement by each

employee of the Employer covered by this Agreement. Payment shall be made monthly on or before the 20th day of the succeeding month.

(c). The local industry fund shall furnish to the 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 financial statement attested to by a certified public accountant and containing its balance sheet and detailed statement of receipts and disbursements. Further specific detailed information in regard to 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 Employers will contribute to the International Training Institute for the Sheet Metal and Air Conditioning Industry (ITI) twelve cents (\$0.12) per hour for each hour worked by each employee of the Employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the ITI, or for purposes of collection and transmittal through the appropriate designated third party administrator (currently BeneSys)

Effective as of the date of this Agreement the Employers will contribute to the National Energy Management Institute Committee (NEMIC), a jointly administered trust fund, three cents (\$0.03) per hour for each hour worked by each employee of the Employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the NEMIC, or for the purposes of collection and transmittal through the appropriate designated third party administrator (currently BeneSys)

Effective as of the date of this Agreement the Employers will contribute to the Sheet Metal Occupational Health Institute Trust (SMOHIT) two cents (\$0.02) per hour for each hour worked by each employee of the Employer covered by this Agreement until the SMOHIT Trustees determine that the Trust is financially self-sufficient. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of SMOHIT, or for purposes of collection and transmittal through the appropriate designated third party administrator (currently BeneSys)

The parties agree to be bound by the separate Agreements and Declarations of Trusts establishing the International Training Institute for the Sheet Metal and Air Conditioning Industry, the National Energy Management Institute Committee, the Sheet Metal Occupational Health Institute Trust, and the Industry Fund of the United States and the separate agreements and declarations of trusts of all other local or national programs to which it has been agreed

that contributions will be made. In addition, the parties agree to be bound by any amendments to said trust agreements as may be made from time to time and hereby designate as their representatives on the Board of Trustees such trustees as are named together with any successors who may be appointed pursuant to said agreements.

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

SECTION 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 10 days notice of such delinquency by the trustees or the union. 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, or as prescribed by an associated funds trust 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 Sheet Metal Workers' International Association, 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 12 consecutive months.

ARTICLE IX- TOOLS AND TRANSPORTATION

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 have established 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 – GREIVANCE PROCEDURE

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

SECTION 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 Sheet Metal Workers' International Association 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 20151-1209.**

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 National Joint Adjustment Board to resolve disputes over the initial establishment 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 have been unsuccessful. Such a dispute shall be submitted to the National Joint Adjustment Board pursuant to the rules as established and modified from time to time by said Board. The unanimous decision of said Board shall be final and binding upon the parties. There shall be no strike or lockout over such a dispute.

SECTION 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 Sheet Metal Workers' International Association, 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 – JOINT APPRENTICESHIP

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, 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 their respective Joint Apprenticeship and Training Committee and that Joint Apprenticeship and Training Committee shall grant apprentices based on ratio compared to the amount of journeyman the Employer regularly employs throughout the year, unless superseded by a locally negotiated ratio. Provided, however, an Employer will not be entitled to a new apprentice if the Employer has an apprentice on layoff for lack of work. (See Addendum 1 for each specific areas negotiated apprentice ratios)

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 which is based on the journeyman taxable wage rate, shall be established for apprentices. The scale may vary based on local market conditions and recruiting requirements. (i.e. higher percentages for service apprentices)

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. (See addendums for specific counties negotiated percentages)

SECTION 7. The parties will establish on a local basis the SMWIA Youth-to-Youth program (the program) and the procedures to enable all apprentices to participate in the program. The activities of the program that deal with organizing and other traditional union activities shall be funded by the Local Union through a check-off in compliance with the provisions of Section 302(c) of the Labor-Management Relations Act of 1947. Activities that

may be funded by Employer contributions shall be so funded if, and to the extent, the parties shall agree locally to sponsor and implement the same.

SECTION 8. The parties agree that concentrated apprenticeship training is preferable to night-schooling and urge the Joint Apprenticeship and Training Committee to 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- PRE-APPRENTICE

SECTION 1. It is hereby agreed that the Employer shall apply to their respective Joint Apprenticeship and Training Committee and that Joint Apprenticeship and Training Committee shall grant pre-apprentices based on a ratio compared to the amount of apprentices the Employer regularly employs throughout the year, unless superseded by a locally negotiated ratio. (See addendums for county specific availability and negotiated pre-apprentice ratios) 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 preapprentices for such openings during the first year of employment. No preapprentice shall be retained beyond one (1) year unless the preapprentice has been found to be qualified as an applicant.

The wage scale for pre-apprentices shall be a minimum of thirty percent (36%) of the wage rate for journeymen sheet metal workers. Health and welfare, Pension contributions, or any industry fund coverage shall be arranged on behalf of the preapprentices by the parties. The parties shall make all necessary arrangements so that any preapprentice being reclassified shall experience no break in benefits coverage.

ARTICLE XIII – CLASSIFIED WORKERS

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. (See addendums for county specific availability and negotiated classified ratios) 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 XIV – LABOR MANAGEMENT COMMITTEES

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

ARTICLE XV – NON-DISCRIMINATION

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 XVI – SIGNING OF AGREEMENT

SECTION 1. This Agreement and Addenda Numbers One (1) through Three (3) attached hereto shall become effective on the 1st day of June 2007, January 2008 and July 2008 and remain in full force and effect until the individual dates listed in the preamble, on page ,1 and shall continue in force from year to year thereafter unless written notice of reopening is given not less than ninety (90) days prior to the expiration date. In the event such notice of reopening is served, this Agreement shall continue in force and effect until conferences relating thereto have been terminated by either party by written notice, provided, however, that, if this Agreement contains Article X, Section 8, it shall continue in full force and effect until modified by order of the National Joint Adjustment Board or until the procedures under Article X, Section 8 have been otherwise completed.

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

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

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

SECTION 5. By execution of this Agreement the Employer authorizes its area SMACNA chapter 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 8 day of July, 2010
(Month) (Year)

THIS STANDARD FORM OF UNION AGREEMENT HAS PROVIDED FOR THE INCLUSION OF PREAPPRENTICES 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 Sheet Metal Workers' International Association and the Sheet Metal and Air Conditioning Contractors' National Association, Inc. In establishing such a recommended contract form, neither the Sheet Metal Workers' International Association, 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 Sheet Metal Workers' International Association 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.

SHEET METAL AND AIR CONDITIONING CONTRACTOR'S NATIONAL ASSOCIATION

By Kathleen Mitchell
Kathleen Mitchell, Executive Vice-President
Sacramento Valley Chapter

By Matthew Smith
Matthew Smith SMACNA Northern San Joaquin Chapter

By Mark K. Bowers
Mark K. Bowers, Executive Vice-President
Northern San Joaquin Chapter

By John Walter
John Walter SMACNA Northern San Joaquin Chapter

By Mark K. Bowers
Mark K. Bowers, Executive Vice-President
Central Valley Chapter

By James Boone
James Boone SMACNA Central Valley Chapter

LOCAL UNION NO. 162 OF SHEET METAL WORKER'S INTERNATIONAL ASSOCIATION

By Dennis R. Canevari
Dennis R. Canevari, Business Manager/President

INDIVIDUAL EMPLOYER SIGNATURES

Firm _____

By: _____ (sign) and _____ (print) name)

Date: _____

Contact Person _____

Contractors License # _____ Telephone # _____

E-mail _____ Fax # _____

One Time Selection for location of permanent Shop Status

City _____ or Post Office _____

ACCEPTED BY UNION

Signature: _____

Date: _____

ADDENDUM NO.1 TO STANDARD FORM OF UNION AGREEMENT

IT IS HEREBY AGREED, by and between the above signed Employer and Local Union 162 of the Sheet Metal Workers' International Association, that the above signed Employer will abide by all terms and provisions of the Standard Form of Union Agreement A-01-05 with Addendums No. 1, 2 and 3 and Wages, Hours and Working Conditions, and Apprenticeship Standards, entered into by and between the Sheet Metal and Air Conditioning Contractors' National Association Inc. Sacramento Valley, Northern San Joaquin and Central Valley Chapters of SMACNA, and Local Union 162 of Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Sutter, Tehama, Yolo, Yuba, San Joaquin, Alpine, Calaveras, Mariposa, Merced, Stanislaus, Tuolumne, Fresno, Madera, Tulare and Kings Counties, in the State of California and all other signatory parties. The Employers signature hereon shall verify that he is familiar with the conditions and has received a copy of the above mentioned Agreement

WHEREAS, said agreement provides for amendments thereto at time and in manner specified therein and it is the desire of the parties thereto to amend the aforesaid Agreement in the respects set forth below.

NOW, THEREFORE, it is hereby agreed that without terminating or in any manner affecting the provisions of said continuing Agreement, said Agreement is hereby amended as follows:

- a) It is hereby agreed that the provisions set forth herein are a part of Standard Form of Union Agreement, which will be recognized for the separate yearly terms of this agreement.
- b) It is further agreed that the three SMACNA chapters' signatory to this agreement retain the right to increase industry fund contributions for their respective bargaining areas without requiring a contract opener.

ITEM 1. WAGES AND FRINGES

The minimum wage rate 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 1 of the Standard Form of Union Agreement shall be in accordance with the wage sheets attached. The negotiated total package increases for each area are listed in the chart below. All increases will be allocated by the Union membership, should the Union fail to notify the Association and Employers of their allocation prior to the effective date then any increase due shall be added to the taxable wage.

During negotiations for previous collective bargaining agreements the union retained the right to allocate the negotiated increases to fringe benefit funds. Due to the enactment of the 2006 Pension Protection Act, the 2008 WRERA and the selection of the NPF Default Schedule the union shall not allocate any portion of the wage/fringe package for the purpose of providing pension benefits to any employee covered by this agreement without the prior approval of the Association ("Employer"). With respect to all other fringe benefits, other than pensions, the Union shall retain the right to allocate the remainder of the negotiated increases consistent with previous practice.

Date	Sacramento	Stockton	Modesto	Fresno	Redding ***
July 2007			\$2.76	\$3.15**	
January 2008	\$0.80				
July 2008	\$2.09	\$2.50	\$2.93	\$3.00	\$2.24
January 2009		\$0.50			
July 2009	\$3.05	\$2.50	\$3.11	\$3.00	\$2.35
January 2010		\$0.75			
July 2010	\$3.22	\$2.50	\$3.29	\$3.00	\$2.47
January 2011		\$1.00			
July 2011	\$3.39	\$2.50	\$3.49		\$2.59
January 2012		\$1.25			
July 2012	\$3.58*				\$2.72*

* Potential for wage opener, Sacramento, Redding areas only

** \$0.10 to industry fund and \$0.10 to training fund (\$0.05 from management, \$0.05 from negotiated increase)

*** Mechanical contracts under \$500k in designated counties

The minimum wage rate for journeymen sheet metal workers who are acting as Foremen or General Foreman shall be a percentage increase above their respective dispatch area's journeymen total taxable wage scale, as listed in the cart below.

	Sacramento	Stockton	Modesto	Fresno	Redding
Foreman	10%	10%	15%	10%	8%
General Foreman	18%	17%	17%	18%	16%

A dues check-off of 1.5% of the total package (or any other rate which may be determined during the term of this Agreement by the Union) shall also be deducted from the total taxable wage for each hour worked by each Employee covered by this Agreement. Individual amounts of dues check-off will be conveyed to the Employer as a preset per hour calculation. All check-off deductions shall be made weekly from the total taxable wage after all legal payroll withholdings and forwarded on a monthly basis for transmittal to the Union. Funds shall be due on the tenth (10th) of the succeeding month.

For purposes of collection and transmittal, all funds deducted and held for the organizing check-off shall be sent to a designated third party administrator who will forward individual funds to the Union along with all required accounting.

ITEM 2. VACATION-HOLIDAY SAVINGS PLAN

Employers shall pay on behalf of each employee subject to this Agreement as Vacation-Holiday Savings, the amount specified on the attached wage sheets. This Vacation-Holiday Savings allowance shall be included in the employee's hourly rate of pay. Vacation-Holiday Savings contribution checks shall be made payable and mailed as designated by the Association and the Union.

The Employer shall make all legal payroll withholdings for income tax, Social Security, State Disability Insurance, etc. from the total wages including Vacation-Holiday Savings allowance, and shall then withhold the full amount of Vacation-Holiday Savings allowance for transmittal on a monthly basis to the bank or administrator's office so designated by the trustees. For purposes of collection and transmittal, all funds deducted and held for the vacation-holiday savings plan shall be sent to a designated third party administrator who will forward individual funds to the designated Credit Union along with all required accounting.

CREDIT UNION: It is agreed that the funds now on deposit and future contributions to the Vacation-Holiday Trust Fund can be transferred into the Union sponsored Credit Union.

It is understood and agreed that these monies are allocated as part of wages received each week and withheld in the form of a Vacation-Holiday-Savings for the exclusive benefit of the employee. Payment of these Vacation-Holiday Savings to the employee, upon termination of employment, shall in no way interfere with his right to draw unemployment benefits from the State of California or to seek employment immediately.

It is hereby agreed that vacation pay shall be considered wages and become part of the prevailing wage rate for journeymen sheet metal workers, apprentice sheet metal workers, sheet metal foremen and sheet metal general foreman. (Vacation pay is also subject to overtime provisions related to wages paid and is payable at time and one half (1 ½) or double time (2))

ITEM 3. OWNER MEMBER

Bargaining unit Employees hereunder shall include Owner/Members. Owner/Members are proprietors, partners, corporate officers or anyone participating in the management of the Employer, but who also performs work pursuant to this Agreement and who has applied for and been granted Owner/Member status by the Union. Owner/Members shall pay all fringe contributions and dues according to the standards set forth in the applicable Subscription Agreement. It is understood that the Owner/Member Subscription Agreement is under the supervision of a joint trusteeship composed of an equal number of "union" and "employer" representatives and is specifically made part of this agreement.

Notice of changes in any minimum contributions required for Owner/Member status shall be mailed to the Owner/Member at least thirty days in advance of the effective date of any such change. Any such notice shall be incorporated in this Agreement as if fully set out herein.

ITEM 4. FRINGE BENEFITS

The Trust Agreements, creating the Sheet Metal Workers' Local Union No. 162 Vacation Plan, Northern California Sheet Metal Workers' Health Care Plan, Sheet Metal Workers' of Northern California Pension Trust Fund, Sacramento Valley Sheet Metal Heating and Air Conditioning Industry Fund, negotiated Supplemental Funds, including the International Training Institute (iTi) at \$0.12 per hour, NEMI at \$0.03 per hour, SMOHIT \$0.02 per hour, SMWIA scholarship fund \$0.01 per hour, Labor Management Trust, 401 A Plan, and the Sacramento Valley Sheet Metal Heating and Air Conditioning Apprentice and Mechanic Training Fund, and all subsequently agreed upon trust funds are specifically referred to and made a part of this Agreement. The required contributions to said funds are set forth in attached wage and fringe sheets.

All contributions shall be paid monthly and shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of all said funds, or for the purpose of collection and transmittal through a designated third party administrator. The parties agree to be bound by the separate Agreements and Declarations of Trusts established for each of the funds listed.

ITEM 5. HEALTH CARE

It is agreed that each Employer shall contribute at the established rate per hour (as indicated on attached wage and fringe sheets) for each employee covered by this Agreement into the Health Plan as now exists and is jointly administered under the Northern California Sheet Metal Workers' Health Care Plan. Checks shall be made payable to and mailed as designated by the Association and the Union. The Trust Agreement creating the Northern California Sheet Metal Workers Health Care Plan is specifically referred to and made a part of this Agreement.

All contributions shall be paid monthly and shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of all said funds, or for the purpose of collection and transmittal through a designated third party administrator.

ITEM 6. EXCESS BENEFITS PLAN

The employer signatory hereto shall be bound by all terms and conditions of the Northern California Sheet Metal Workers Excess Benefits Plan. The Plan, along with any amendments made thereto at anytime hereafter, is incorporated herein as if fully set forth. The Plan shall be administered by the Trustees of the Sheet Metal Workers of Northern California Pension Plan and shall be maintained for the purpose of paying employees covered by this Agreement, and the Sheet Metal Workers of Northern California Pension Plan, any benefit to which any such employee may be entitled pursuant to the terms of the Sheet Metal Workers of Northern California Pension Plan, but which is required to be excluded by the Trustees of the Sheetmetal Workers of Northern California Pension Plan as in excess of the benefit allowable to be paid by it to the employee pursuant to IRC Section 415.

Benefit payments pursuant to the Plan shall be paid by, as necessary, lowering the contribution required to be made pursuant to this agreement to the Sheet Metal Workers of Northern California Pension Plan and paying over to the Excess Benefit Plan such contribution as may be necessary, on a monthly basis, to pay any such excess benefit, the FICA taxes thereon and incidental administrative expenses. To that end, both the Employers and the Union hereby delegate to the Administrator of the Plan the right and the obligation to modify the contribution required to be made pursuant to this agreement to the Sheet Metal Workers of Northern California Pension Plan, as needed and without notice to either the Employer and the Union. In no event, however, shall the aggregate contribution to the Plan and the Sheet Metal Workers of Northern California Pension Plan exceed the contribution level then currently required to be made to the Sheet Metal Workers of Northern California Pension Plan as set forth in the wage and fringe schedule.

No excess benefit shall be paid to any employee unless and until such benefit is certified as due and owing pursuant to this agreement and the Plan by the Trustees of the Sheet Metal Workers of Northern California Pension Plan.

The Plan is intended by the parties hereto to constitute an unqualified, unfunded excess benefits plan pursuant to Sections 3(36) and 4(b) (5) of the Employee Retirement Security Act of 1974 and fully tax deductible to contributing employers pursuant to IRC Section 162.

ITEM 7. PENSION

It is agreed that each Employer shall contribute at the rate specified for each employee covered by this Agreement into the Pension Plans as now exist and is jointly administered under the Sheet Metal Workers' Pension Plan of Northern California. Checks shall be made payable to and mailed as designated by the Association and the Union. All contributions shall be paid monthly and shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of all said funds, or for the purpose of collection and transmittal through a designated third party administrator. The parties agree to be bound by the separate Agreements and Declarations of Trusts established for each of the pension funds listed.

In some areas within local 162's jurisdiction pension fund contributions for apprentices was previously calculated using a scaled percentage of journeyman contributions. In accordance with the 2007/2008 local wide combining of negotiated labor agreements the current calculations for the apprentices various pension contributions will be averaged, where possible in accordance to applicable trust agreements, and posted on the attached wage and fringe sheets.

ITEM 8. SMW LOCAL 162 DEFINED CONTRIBUTION RETIREMENT PLAN

It is agreed that each employer shall contribute at the rates specified by the following classifications for every employee hour worked pursuant to the terms of the contract, as retirement contributions into the Sheet Metal Workers of Local #162, Defined Contribution Retirement Plan. Contributions shall be made on forms provided for such fringe benefit contributions and submitted to the administrative office as designated by the Board of Trustees of the Plan.

A. Classification: For purposes of contributions into the Defined Contribution Retirement Plan, there shall be five classifications of employees under this agreement. Classification is based upon seniority under this collective bargaining agreement and the attainment of advance levels and experience and status within the trade. The five classifications are as follows:

1. "Class 1" Employees regardless of time employed shall have an employer base contribution of 25¢ only, contributed on their behalf into the Sheet Metal Workers of Local 162 Retirement Plan.
2. "Class J-1" Employees shall consist of all Journeypersons, Apprentices, Residential, Classified, and Production Workers, with a minimum time of one year working in the trade and have an additional \$1.00 supplemental contribution added to the above amount of 25¢.
3. "Class J-2" Employees shall consist of workers who have at least two or more years working in the trade at the Journeyperson level or higher and have an additional \$2.00 supplemental contribution added to the above amount of 25¢.
4. "Class J-3" Employees shall consist of workers who have attained at least five or more years working in the trade at the Journeyperson level or higher and have an additional \$3.00 supplemental contribution added to the above amount of 25¢.
5. "Class J-4" Employees shall consist of workers who have ten or more years working in the trade at the Journeyperson level or higher and have an additional \$4.00 supplemental contribution added to the above amount of 25¢.

B. Changes in Class: The Local Union shall notify the Plan no later than December 31 of each year if any of its members participating in the Plan will have their contribution rates changed effective January 1 of the new year based on a change in classification. Classification change notifications shall be in writing on an approved form and according to the rules and regulations adopted by the Sheet Metal Workers of Local 162 Retirement Plan. Upon notification by the union to the Plan Administrator of a classification change, the employer shall pay wages and supplemental pension contributions as prescribed in the approved classification level. (See current wage and fringe sheets).

In no event, shall a classification change be implemented except through proper notification to the Sheet Metal Workers of Local 162 Retirement Plan, and no change in an employees contribution rate shall be made except to take effect on the first day of January immediately following his/her classification change. Wages shall be paid directly to the employee. Pension contributions shall be paid directly to the administrative office on such report forms as may be specified by the Plans Board of Trustees from time to time.

ITEM 9. NATIONAL PENSION FUND

Each employer shall contribute to the Trustees of the Sheet Metal Workers National Pension Trust Fund, the sum designated in the attached Wage and Fringe Schedule, for each hour worked by each employee covered by this Agreement. Checks shall be made payable to and mailed as designated by the Association and the Union. The trust agreement creating the National Pension Fund is specifically referred to and made part of this agreement.

ITEM 10. LABOR MANAGEMENT COOPERATION TRUST (LMCT, NSJLMCT, CVLMCT)

It is agreed that the Associations and the Union may establish a jointly Administered Labor Management Cooperation Trust and that each Employer shall contribute at the rate specified in the attached Wage and Fringe Schedule. Checks shall be made payable to and mailed as designated by the Association and the Union. This plan shall be administered by the Trustees of the Labor Management Cooperation Trust.

ITEM 11. INDUSTRY FUND

Each Employer shall pay into their respective Industry Funds a minimum dollar amount, as designated in the chart below, for each hour worked by his employees covered by this Agreement. Such payment shall be made to such address as the contractors are instructed by the Association and the Union.

In the event a contractor does not pay into Industry Fund and negotiated supplemental funds the amount specified in this Agreement for each hour worked by each of his employees covered by this Agreement, he shall pay into the Northern California Valley, Modesto or Fresno Sheet Metal, Heating and Air Conditioning Apprentice and Mechanic Training Fund the amount specified in this Agreement for each hour worked by his employees covered by this Agreement.

Sacramento	Stockton	Modesto	Fresno	Redding
\$0.43	\$0.40	\$0.36	\$0.40	\$0.30

ITEM 12. TRAINING FUND

It is agreed by the parties' signatory to this Agreement that the Northern California Valley, Modesto and Fresno Sheet Metal, Heating and Air Conditioning Apprentice and Mechanic Training Funds shall be administered by an equal number of trustees from the Union and the Employer. Any payments to this fund shall be made to such addresses as the contractor may be instructed by the Association and the Union. (See attached wage and fringe sheets for current contribution amounts)

The Trust Agreements creating the various Sheet Metal Apprenticeship Training Trust Funds is specifically referred to and made a part of this Agreement.

Modesto only: The parties agree to provide regulatory required and/or other supplemental training (i.e. forklift, first-aid, CPR, drug awareness, emerging technology, etc.) insomuch as possible and practical through the JATC's training facility. Potential sources to share the cost of such training can be negotiated between the Training Fund, Regional LMCT's, Union resources or the Industry Fund.

Should it be necessary that any such training or further training be done by or at the employers shop during normal working hours, the employees time will be paid at straight time wages and fringes. If scheduled outside the normal work-day, the employees will be paid at straight time taxable wages.

Stockton only: The parties to this Agreement acknowledge that there is a considerable need for journeyman upgrade training. Because of the rapid technological changes taking place within the industry, Union members will have to refresh and upgrade their basic skills more frequently than ever before. Union members can not fall behind our competitors through lack of knowledge and skill levels, risking the loss of work for themselves and their Employers. Labor shall encourage total participation of a mandatory eight (8) hours of no cost journeyman training per year in an established training program, promoted by the Local Union with Management's assistance.

ITEM 13. REIMBURSED TRAVEL EXPENSE

When an employee is required to travel inside or outside the 50 road mile free zone, as defined by the employer's location selection for permanent shop status, the employer shall be permitted the following options on paying the employee's expenses for reporting to and from work.

1. The employee may be ordered to report directly to one job site or shop daily within a fifty (50) road mile zone from the City Hall in which the permanent shop is located (if the city does not have a City Hall then the nearest Post Office shall be used) without travel expense and work a eight (8) hour day.
2. The employer may furnish transportation and pay travel time at straight time rate of pay from shop to job, job to job, and job to shop within the area covered by this Agreement during the regular working hours.

3. Travel time in a Company vehicle that occurs before and after contracted start and stop times, as defined in Article VI in the SFUA, shall be paid at the one and one-half (1 ½) times the hourly rate of pay. Travel time is considered time worked and all fringe benefits shall be paid on travel time. An employee who regularly drives a employer owned vehicle from their home shall not be compensated for travel time, with the exception of zone pay Stockton Only:

All travel time while driving or riding as a passenger in a company truck before starting time and after quitting time from shop to job, or job to shop, the hourly rate shall be paid for at two-thirds (2/3) the regular straight time rate with the one and one-half (1 ½) premium applicable thereto when transportation to and from the jobsite is furnished by the Employer. All fringe benefits shall be paid on total travel time hours.

4. On jobs located beyond the fifty (50) road miles free zone from the City Hall in which the permanent shop is located (if the City does not have a City Hall the nearest Post Office shall be used) employees may be ordered to report directly to one job site daily in his own transportation and put in eight (8) hours on the job. Employees shall receive in addition to their regular daily work wages compensation for traveling outside the 50 mile free zone. (Sacramento-\$15.00 up to 60 miles, Stockton-\$50.00 maximum (\$25.00 each way), Modesto-\$45.00, Fresno-\$55.00)

5. On all jobs beyond extended travel limits from the City Hall (sixty (60) road miles or more) in which the permanent shop is located (if the City does not have a City Hall the nearest Post Office shall be used) as specified in Section 2, Article VII of the SFUA, where an employee may or may not be required to stay overnight, the Employer shall pay either;

a. Pay the employee the current IRS rate per mile plus travel time at the appropriate wage rate, with one and one-half (1 ½) times the travel rate applied to and from the job, while assigned to the job and traveling outside the regular working hours, and said employee shall arrive at the job site in his own transportation.

b. The Employer shall furnish transportation and pay travel time at one and one-half (1 ½) times the travel rate applied to and from the job. The 1 ½ times travel rate applies only when traveling outside the regular working hours in a company vehicle.

c. The Employer shall pay a minimum subsistence per day worked or actual reasonably incurred accountable expenses if higher. (\$50.00-Sacramento, \$35.00-Stockton, \$40.00-Modesto, \$50.00-Fresno)

d. An employee, who of necessity, must live more than fifty (50) road miles removed from a subsistence job receive the appropriate travel time and mileage for traveling to and from such job together with all the applicable travel benefits. Travel time is to be computed from the nearest Post Office or City Hall in the community where temporary living quarters are available.

6. Employers who have no permanent shop within the territory covered by this Agreement shall pay Travel Remuneration and Per Diem Remuneration using the City Halls of Redding, Chico, Sacramento, Stockton, Modesto or Fresno for the purposes of computing mileage for any job they may have outside the fifty (50) road mile free zone of those cities. They shall also comply with the other requirements of this Article. No Employer shall be allowed to set up shop within the jurisdiction of the Agreement for the purpose of evading the payment of Travel Remuneration or Per Diem Remuneration.

The following rules apply to all subsistence jobs.

1. One (1) day worked, returned the same day, no subsistence. (Travel time and/or mileage could apply)
2. When a holiday falls in the middle of the week, it shall be considered a day worked for subsistence purposes only.

3. One round trip shall be paid each employee traveling on out of town work. (Mileage and/or travel time)
4. If subsistence is applicable, and employee works less than a ½ day, he shall be paid ½ day subsistence.
5. If and employee works one/half (1/2) day he shall be paid one (1) day subsistence.
6. When an employee is unable to work due to job injury, inclement weather or job circumstances beyond his control, he shall be paid subsistence for the days he is unable to work. After two (2) days he shall be paid travel and /or mileage back to the point of origin.
7. When members of Local 162 are required to stay overnight on subsistence jobs, contractor will advance subsistence pay upon request.

ITEM 14. SUPERVISORY CLASSIFICATION

Employees covered by this Agreement working on jobs or in shops shall not accept direction from or recognize the authority of anyone other than shop owners or sheet metal Foreman and General Foreman designated and paid as such. No employee shall be required to assume such authority unless he is paid as a sheet metal Foreman or General Foreman.

Sacramento

On any job outside of the shop, lasting more than five (5) working days, Foreman and General Foreman required shall be:

- at 4 employees.....1 foreman
- at 11 employees.....2 foremen
- at 16 employees.....3 foremen
- at 21 employees.....4 foremen
- at 26 employees.....5 foremen

When more than thirty (30) men are employed on any job there shall be one additional foreman for each five (5) men employed as a continuation of the above ratio. When two (2) or more Foreman are on the job, one will be designated as General Foreman and receive General Foreman rate of pay.

Stockton

As long as the responsibility exists, on jobsite work other than residential any journeyman whose scope of work requires that they direct five (5) or more sheet metal workers, deal directly with architects, inspectors, or general contractors would be considered a foreman. A journeyman sheet metal worker in charge of two (2) or more foremen shall be considered a general foreman. At least one person in every shop shall be designated a foreman, when a shops total employees reach eight (8) workers a general foreman shall be designated and paid general foreman wages

Modesto

Foreman, a Journeyman who is in charge of a shop or job. The scope of which requires that he directs the work of other Journeymen and/or Apprentices, represents the Employer in dealing with Architects, Inspectors, Contractors, and/or other forms of customers or their representatives, or bears the responsibility of proper execution of work that requires substantial decisions affecting the Employers interest, shall be designated as a Foreman. The Employer may at his discretion choose not to appoint a Foreman on a job where none of the responsibilities mentioned above exists.

Fresno

SECTION 1. Foreman: In all shops and on any job where there are four (4) and not more than twelve (12) workmen covered by the terms of this Agreement, one journeyman shall be selected by the individual Employer to act as Foreman, where there are nineteen (19) there shall be (2) two foremen where there are twenty-five (25) there shall be (3) three foreman and this pattern shall continue thereafter in increments of six (6). When an employee has been designated Foreman and has the responsibility of hiring and firing, he may request employees from the out-of-work list. A letter must be on deposit with the Union office, on company stationery, signed by the signatory contractor,

when such contractor delegates authority to hire and fire to a Foreman. The contractor agrees to be responsible for all acts of such employee.

SECTION 2. In all shops and on any job the fourth man on a job shall be designated as a Foreman. The 13th man shall be designated as a General Foreman, the 19th man shall be designated as a Foreman and the 25th man shall be designated as a Foreman. Only one General Foreman shall be required. The General Foreman shall be responsible to the Employer's instructions.

SECTION 3. SUPERINTENDENT: After 20 employees in a company, they will classify one individual (never more than one per firm) as a Superintendent and pay that individual \$.50 over general foreman rate.

SECTION 4. Welder: When a journeyman has been certified at his own expense for roof deck welding, he shall be paid \$0.50 per hour premium pay for each hour worked.

ITEM 15. HEIGHT HAZARD PAY (Sacramento, Fresno Only)

On any commercial and/or industrial job where employees are required to work from suspended scaffolds, swing stages, bosun chairs, mechanically or electrically operated stages, mechanically or electrically operated spiders, or when working on a ladder at heights of thirty feet or more in Sacramento, forty feet or more in Fresno they shall be compensated at the rate of one and one-fourth (1 1/4) times the regular rate of pay in Sacramento, \$0.50 per hour premium in Fresno. For clarification of the above, HEIGHT HAZARD PAY shall apply only for actual time worked on above-mentioned item. Adequate safety precautions shall be necessary in all cases.

ITEM 16. PARKING (Sacramento, Stockton Only)

The Employer shall reimburse the employee for actual parking expenses incurred by the employee. No employee shall be required to park any further away than 3 blocks from where the project or job site is located if available. 660 feet shall constitute one block.

ITEM 17. SHIFT WORK

The first shift shall be considered the day shift and shall start between 6:00 a.m. and 9:00 a.m. in Sacramento and Modesto, 6:30 a.m. and 9:00 a.m. in Stockton. The second shift shall start immediately following the first shift at the same location. The third shift shall immediately follow the second shift at the same location.

The second shift shall begin no later than 6:00 p.m. in Sacramento, 5:30 p.m. in Stockton and Modesto. and shall receive premium pay (10%-Sacramento, Stockton, 8% Modesto) and eight(8) hours pay for seven and one-half (7 1/2) hours worked.

The third shift shall begin no later than 1:00 a.m. and shall receive premium pay (15%-Sacramento, Stockton, 12% Modesto) and eight (8) hours pay for seven (7) hours worked.

The second and third shift may be instituted only when each shift employs no less than three (3) men in the shop or on the jobsite for five (5) consecutive working days

If mutually agreed between the Union and Management, a schedule of four 10-hour days may be implemented at the regular straight time rate. This mutually agreed change in schedules to four ten (10) hour days must be made by written request at least seven (7) days in advance. The regular work week shall consist of four (4) consecutive days, excluding Saturday and Sunday. For example; overtime for the first two (2) hours over ten Monday thru Thursday, and the first ten (10) hours on Friday will be paid at one and one half (1 and 1/2) times the straight time total taxable rate. All other overtime will be paid at two (2) times the total taxable straight time rate.

The Union will cooperate via Resolution 78 to avoid overtime by being flexible with shift work if the customer requires, i.e., Thursday to Monday shift at straight time.

FRESNO Only;

(A) Employers signatory to SMWIA Local Union 162 Fresno, Madera, Tulare and Kings Counties Agreement may schedule shifts outside the regular working days as defined in Article VI, Section 1, of the Standard Form of Union Agreement, provided that such work shifts must be scheduled for three (3) or more consecutive working days. Pay for such shift work shall be on the basis of straight time pay plus 15% over scale for all hours worked,

(B) All shift work of less than three (3) consecutive work days shall be considered overtime for the entire shift, and compensated for as set forth in Article VI of the Standard Form of Union Agreement. The local Union shall be notified and permission obtained prior to starting work on a shift basis.

(C) In all cases where any employees are required or requested to work under the provisions of paragraphs (A) and (B) above when the employee has worked a regular work day shift prior to such request, there must be at least an eight (8) hours lapse of time between shifts in order for the provisions of the aforementioned clause to apply. Otherwise all such work will be considered overtime and will be paid as set forth in Section 1 and Section 2 of Article V of this Addendum.

Shift work may be instituted upon mutual agreement between the Employer and the Union not less than forty-eight (48) hours prior to starting of shift work. Shift work shall not be permitted on residential work. When a shift is declared on a specific job, it shall pertain to that job only, in and out of the shop. Employees must have a ten (10) hour rest period before starting a shift and no employee shall be allowed to work two shifts in a calendar day. All overtime performed after a regular shift, regardless of the shift, shall be at the prevailing overtime rate.

ITEM 18. LIQUIDATED DAMAGES

The amounts of the payments to each of the Funds mentioned in this Agreement shall be computed on the basis of each hour's pay (including over-time and travel time) by all employees covered by this Agreement. The plan documents of the associated trusts are specifically made part of this agreement and will set forth the final actual liquidated damage and interest fees based on the level of delinquency.

Health Care, Pension, Industry Fund and negotiated supplemental funds, Training Fund and Vacation-Holiday Savings transmittals shall become due and payable on the first (1st) day of the month following the month for which the work was performed. All of said transmittals shall be made monthly. Each transmittal shall cover the period of the last previous month in which the hours were worked and shall be made not later than the tenth (10th) day of each month. Each transmittal shall be accompanied by a report showing how the transmittal was computed; such report shall be on each form and show such information as the particular Fund to which payment is made shall require.

When an Employer fails to make any of said transmittals and reports so as to be postmarked by the twentieth (20th) day of the calendar month in which the payment is due, such Employer shall be assessed an amount of at least ten percent (10%) of the delinquent payment per month as liquidated damages for the additional expense resulting from the delinquency. Postage meter dates will not be accepted in lieu of post office cancellation. At any time when any Employer is delinquent in making payment to any of said Funds, and with at least 48 hours notice, the Union may remove employees from any shop or job of the delinquent Employer and refuse to furnish employees to such shop or job. In addition, delinquent payments may be collected by legal action brought by any of said Funds, or their assignee, in which even the delinquent Employer agrees to pay all costs, expenses and all attorney fees. It is agreed that as to all employees who work within the jurisdiction of said Sheet Metal Workers' Local 162, a separate listing shall be made to each of the above-named funds on reporting forms issued for this purpose, which listing shall show the number of man hours worked and the monies contributed within the jurisdiction of Sheet Metal Workers' Local 162.

In the event of collection of sums which are not sufficient to cover all delinquent obligations hereunder, sums collected shall be distributed in the following order of priority;

1. SMW 162 Vacation	2. SMW 162 Dues Check Off Obligations
3. SMW 162 Supplemental Pension	4. SMW Northern California Pension
5. SMW National pension	6. SMW 162 Health Care
7. SMW 162 Industry Training Funds	8. SMWIA International Training Institute
9. NEMI	10. SMOHIT
11. SMACNA Industry Funds	12. various LMCT Funds

ITEM 19. INDEMNITY BOND

The Employer and the Union agree that in order to ensure payment of wages and fringe benefits for employees covered under the terms of this Agreement, an Indemnity Bond in the following amounts, or the minimum amounts as designated by the Joint Services Agreement with the Northern California Sheet Metal Workers Pension Fund, shall be taken out to cover potential Trust Fund delinquencies;

- Non-signatory or New Contractors/Employers \$3,000.00 Per Employee
- Signatory Contractors of Record 10% of previous years trust fund payments

The Indemnity Bond shall be deposited with the third party administrator for the Northern California Sheet Metal Workers Pension Plan. These Indemnity Bonds that are deposited shall have the expiration dates clearly noted.

ITEM 20. DISPATCHING PROCEDURES

The following dispatching procedures shall be forthwith placed in effect at the Union Dispatching Offices pursuant to the provisions of the Collective Bargaining Agreement between Local Union 162 and the signatory Employers of the Sacramento Valley, Northern San Joaquin and Central Valley chapters of the Sheet Metal and Air Conditioning Contractors National Association.

SECTION 1. DEFINITIONS

- (a) Employee; A person employed by the Employer to perform any work covered in Article 1, Section 1, of the Standard Form of Union Agreement is defined as an "Employee."
- (b) Applicant; A person registered on an out of work list, eligible, and available for employment by an Employer is hereby defined and referred to as an "Applicant."
- (c) "Available for employment" means a registrant must be ready, able, and willing to report to the jobsite and perform work for which he is being referred. The registrant must also be prepared to show his prospective Employer a valid proof of a social security card, a legal form of identification, or other such proof as may be required by law.
- (d) Employer: Certain qualifications, knowledge, experience and financial responsibility are required of anyone desiring to be an Employer in the sheet metal industry. Therefore, an employer who contracts for or sells sheet metal, heating or air conditioning systems as a person, firm or corporation having these qualifications; who maintains an established permanent place of business (other than a job shack or residence); who is equipped with the tools required for the fabrication and installation of the work in which the business is engaged; must be regularly and steadily engaged in such business and have suitable resources to meet payroll and other financial requirements. In addition, such employer must be in possession of any

required State contractors' License, shall have a valid license in any city where legally required to do work in accordance with applicable codes and permits, and shall employ at least one journeyman regularly. He shall carry Workers' Compensation Insurance through a reputable state approved insurance company or the State Fund, comply with the Federal Social Security Act, and the California Unemployment Insurance Act. For purposes of this Agreement, no branch shop or operation shall be recognized unless previously approved by the Union and then only following the execution of the Collective Bargaining Agreement covering said branch shop or operation.

SECTION 2. Local 162 shall be the sole and exclusive source of referrals of applicants for employment with Employers signatory the Standard Form of Union Agreement and Addendum thereto. The Employer shall have the right to reject any applicant for employment. In the event the Union is unable to fill a call within 72 hours (excluding Saturdays, Sundays, and Holidays) the Employer shall be free to hire from any source.

SECTION 3. Local 162 shall select and refer 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 by-laws, constitutional provisions, or any other aspect of Union membership.

SECTION 4. No applicant for employment shall be employed or reemployed unless he/she has secured a properly executed dispatch slip. However, telephone dispatches may be made provided the Employee and the Employer secure a properly executed dispatch slip within two (2) days of the commencement of employment. ***It shall be the responsibility of the Employee to make sure a properly executed dispatch slip is received by the Employer.***

SECTION 5. Referrals to Local 162 signatory Contractors shall be made from the dispatch office closest to the permanent shop location as selected by of the Contractor on the signature page of this agreement, or at the option of the Contractor, from the dispatch office in the area at which the job is located. All other Employers shall request referrals from the dispatch list for the contract area at which the work is located. There are six dispatch points within the geographical jurisdiction of Local 162. The three dispatch points within the Sacramento Sector are Sacramento, Chico, and Redding (see Section 10). The dispatch points for the Fresno, Modesto, and Stockton Sectors shall be the Local Union office within each respective area. Dispatch hours shall be Monday through Friday, 8:00 a.m. to 10:00 a.m. and 3:00 p.m. to 5:00 p.m., unless otherwise posted by the dispatch office. A dispatcher may extend these hours if necessary to fill a call.

SECTION 6. 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. In addition, any currently registered Group "A" registrant may solicit Employers signatory to this Local 162 Agreement for the purpose of requesting such Employer call him/her by name, subject to conditions in Section 11 herein. The dispatch office regardless of the applicant's place on the list shall honor such a call by name. Employers who are not signed to this Local 162 agreement may not be solicited nor call applicants by name. Employers not signed to this Local 162 agreement may request one (1) Foreman per job-site by name. Employee may be moved from job-site to job-site within the same contract area provided they are continuously employed by the same Employer. An Employer may also "re-call" an "A" list registrant to the same jobsite within 30 days of his/her last employment at said site for the same Employer.

SECTION 7. An applicant for employment may be registered on the out-of-work list at only one dispatch office at any time. Each applicant for employment shall be issued a job qualification card by the Union. Misrepresentation of qualifications may result in an applicant's refusal of employment by the Employer without showup time. An Applicant wishing to change the office at which he/she is registered shall request his/her name be stricken from the

out-of-work list maintained at that office. His/Her job qualification card shall be carried or mailed to the dispatch office at which he/she wishes to register. Also, any applicant who is eligible to solicit (see Section 6) and secures employment shall have the responsibility of having his/her card mailed to the office in the area he/she will be working, and shall secure a dispatch slip from said office.

SECTION 8. Local 162 shall maintain for each of its dispatch points a register of applicants for employment established on the basis of the groups listed below. Each Applicant shall be registered in the highest priority group for which he/she is qualified.

GROUP A. Group "A" shall consist of Journeymen Sheet Metal Workers who have worked for a Local 162 signatory Employer at a shop or job located within the territorial jurisdiction of Local 162 within the past one hundred eighty (180) days. A Journeyman may retain group "A" status beyond one hundred eighty (180) days provided he/she has been registered on the out-of-work list, been available for work and has not refused employment for which he/she is qualified.

GROUP B. Group "B" shall consist of all others who have four (4) or more years experience as a Sheet Metal Building Trades Journeyman and pass the Journeyman test administered by the Joint Examining Committee established in Local 162, or who have completed an apprenticeship program recognized by said committee. Group "B" applicants will acquire group "A" status upon attaining residency as defined herein, and completion of 900 hours of employment as a group "B" referral. Group "B" applicants may not solicit employment, nor be called by name by any Employer. Residency for purpose of acquiring group "A" status shall mean the applicant has established a permanent home, and can prove a commitment to live and work within the territorial jurisdiction of Local 162 to the Joint Examining Committee established in Local 162.

SECTION 9. Dispatch from each priority group shall be by date of registration on a first in first out basis (except as provided in Section 6). Group "A" applicants shall be referred before Group "B" applicants. In the event an "A list" is exhausted at a particular dispatch office, the dispatcher shall ascertain whether any other dispatch office has Group "A" registrants available, and shall offer dispatch to such registrants before referring applicants from Group "B." Employers shall lay off Group "B" referrals when qualified group "A" applicants become available for dispatch. When such conditions exist, the dispatch office shall notify the Employer and the Employer must lay off the group "B" referral(s) within three (3) working days as long as the "A" applicant has the skills and abilities to replace the "B" applicant. Skills and abilities include special certifications or job specific leadership roles that will be pre-designated to each "B" employee, are non-transferable to other work sites and will expire upon completion of the work or 900 hours, whichever occurs first. The union will make every effort to prevent workflow impairment to an employer due to specific worksite/job requirements when requesting this change.

SECTION 10. Travel Provisions Specific to Sacramento, Chico and Redding.

- a. Dispatch points shall be established at the following locations: Sacramento, Chico, and Redding.
- b. An Employee's zone of residence as used throughout this Agreement is defined as the dispatch point specified in Paragraph "a" above which is nearest in road miles to the Employee's actual residence.
- c. All Employees required to work at a jobsite outside of their zone of residence shall be paid the subsistence or zone pay specified other than as provided in Paragraph "d" of this section. No Employee shall be entitled to subsistence or zone pay for work at job sites within said Employee's zone of residence.
- d. Except as otherwise provided herein, all requests for Employees by Employers must initially originate through the Union. All Employees shall be dispatched to job sites by the Union in order of rank on the

current out-of-work list maintained by the Union. If the requested number of Employees cannot be obtained after completing the initial dispatch procedure, the out-of-work list will be re-contacted in the aforementioned order and Employees whose zone of residence is outside the jobsite shall be offered the work in order of priority on the out-of-work list. In connection therewith, Employees shall be offered the opportunity to work at job sites outside of said Employee's zone of residence without subsistence or zone pay.

e. No Employee shall be laid off or relieved of employment at one dispatch point in order to avoid payment of subsistence or zone pay as provided for herein. (See 30 day provision in Section 11.)

SECTION 11. Travel Provision Clarification--No employee shall be allowed or required to relocate his/her name from one geographical dispatch office of Local 162 to another for purposes of circumventing any travel, zone pay, mileage, or subsistence language and/or conditions. Therefore, no Employer shall be allowed to request by name any Employee who has, within the last thirty (30) calendar days, been employed by the same Employer within another dispatch area of Local 162. The thirty (30) day provision shall not apply when the Employee is officially re-dispatched due to the normal chronological order of registration. The thirty (30) day provision shall also not apply when it is necessary for a dispatcher to refer applicants from another dispatch office to fill a call for applicants.

SECTION 12. It will be the responsibility of all Employees that have been dispatched to re-register when out of work, if they desire to be dispatched again. Re-registration may be done in person, by telephone, or email. The practice of the dispatching offices shall be uniform to all registrants with respect to office hours or availability of registration.

In order for "B" list applicants to retain their registration they must "check in" with the selected dispatch office at least once each calendar month. Applicants who fail to "check in" shall have their names removed from the "B" list at the end of the month.

Any applicant who registers, re-registers, or "checks in" by email or leaves a recorded message or voice-mail at a dispatch office shall be responsible to later verify that said office has received the message.

SECTION 13. An applicant who is dispatched and who receives, through no fault of their own, less than 80 hours work, shall, upon re-registration, be restored to their appropriate place within the priority group. Except that when it becomes necessary for a dispatcher from a different Local 162 dispatch point to call upon another dispatch office to fill a call for employment, an applicant who accepts such employment may work not more than 80 hours before losing their place on the list where they were originally registered.

SECTION 14. Appropriate notations shall be made opposite a registrant's name when their name is reached for dispatch, showing the job and classification to which they were dispatched, their lack of availability or other reason that they have been passed over. If an inquiry is made by a registrant, they shall be given exactly the same information as to reason, etc. as appears on the notation.

SECTION 15. Any dispute regarding the operation of these dispatch procedures, whether by Employee or Employer, will be handled as provided in Article X of the Standard Form of Union Agreement.

SECTION 16. A copy of these procedures will be posted at each Local 162 dispatch office.

ITEM 21. JOURNEYMAN SHEET METAL WORKERS

A journeyman Sheet Metal Worker is any person who has previously worked for a signatory Employer in the Jurisdiction of Local 162 as a journeyman sheet metal worker and will be deemed to be qualified as a journeyman sheet metal worker.

The record of the Health Trust shall be prima fascia evidence of such employment and the Dispatching Office may conclusively rely thereon.

In the event no such record exists the employee's status shall be conclusively determined by the Joint Examining Committee which may use, but not be limited to the criteria below.

- 1 Any workman who has worked elsewhere as a journeyman sheet metal worker for a period of five years (5) will be deemed to be qualified as a journeyman sheet metal worker. The Joint Examining Committee shall conclusively determine whether an employee has worked as a journeyman sheet metal worker for a period of (5) years or not.
2. All other employees desiring to be registered and be dispatched as journeyman sheet metal workers must show four (4) years' experience with the tools of the trade and must pass a written examination and a practical test prescribed and administered by the Joint Examining Committee.
3. In every instance in which the Joint Examining Committee makes a determination it shall certify the result to the employee and Dispatching Office in writing.

ITEM 22. APPRENTICES

Whenever the Standard Form of Union Agreement refers to Apprentice Sheet Metal Workers it shall be amended to read indentured Apprentice Sheet Metal Workers.

Apprentices shall be part of an apprenticeship program that may require up to five (5) years of training and may work alone in their final year of apprenticeship. An Apprentice shall not receive a pay increase until he/she is approved for advancement by the Sheet Metal Joint Apprentice Committee. The advancement will be notified to the employer by a dispatch slip from the local union. Gross taxable wage rates for apprentices shall be a percent of taxable journey wage scale according to the following chart:

	Sacramento	Stockton	Modesto	Fresno	Redding
1st 6 months	40%	45%	40%	40%	40%
2nd 6 months	45%	50%	45%	45%	45%
3rd 6 months	50%	55%	50%	50%	50%
4th 6 months	55%	60%	55%	55%	55%
5th 6 months	60%	65%	60%	60%	60%
6th 6 months	65%	70%	65%	65%	65%
7th 6 months	70%	75%	70%	70%	70%
8th 6 months	75%	80%	75%	75%	75%
9th 6 months	80%	85%	n/a	80%	80%
10th 6 months	85%	90%	n/a	85%	85%

Any applicant whose application to the Joint Apprenticeship Committee has been accepted will be deemed qualified for dispatch on a probationary basis in accordance with the individual apprenticeship programs procedures. An Employer will not be entitled to a new apprentice if the Employer has an apprentice on layoff for lack of work.

Any Apprentice currently registered in the apprentice program will be deemed as a qualified Apprentice. Upon becoming a Journeyman an Apprentice shall be placed in dispatch group "A".

ITEM 23. PRE-APPRENTICE (where applicable)

A Pre-apprentice shall be enrolled as an applicant for future openings in the apprenticeship program. The specific Joint Apprenticeship Committee having jurisdiction shall evaluate the qualifications of a pre-apprentice for indenturing as an apprentice during the first year of employment. No pre-apprentice should be retained beyond one

year unless they have been deemed to be a qualified apprentice applicant and are scheduled to be indentured. The pre-apprentice taxable rate shall be at least 36% of the Building Trades Journeyman taxable rate. The wage scale for pre-apprentice shall be as set forth in the attached wage and fringe sheets. Health and welfare coverage shall be as provided under the specified schedules of the Northern California Health Plan.

ITEM 24. WORKER CLASSIFICATION RATIOS

It is hereby agreed that the Employer may apply to the Joint Apprenticeship Committee (see Article XI SFUA), and the Joint Apprenticeship Committee shall grant apprentices and pre-apprentices as specified for each specific bargaining/dispatch area for the first journeyman that he has in his employ. Upon increasing their work force by hiring additional journeymen the Employer may then employ additional apprentices and pre-apprentices based on companywide ratios. The individual bargaining/dispatch areas have negotiated separate apprentice, pre-apprentice and classified worker ratios as dictated by the prevailing area practice. Worker classifications are specific to the individual bargaining/dispatch area, individual classifications may not be available in all areas. To find the specific worker classification ratio available in each areas bargaining/dispatch zone refer to the following Building Trades ratio chart.

Sacramento, Chico, Redding bargaining/dispatch area: Apprentices start with a 1 to 1 ratio, when increased by an additional two journeymen, for a total of three (3) journeymen, the Employer may then employ an additional apprentice and pre-apprentice. On increasing their work force by another two journeymen, for a total of five (5) journeymen, the Employer may then employ an additional apprentice and pre-apprentice. On employing an additional three journeymen, for a total of eight (8) journeymen, that Employer may employ an additional apprentice and pre-apprentice. Thereafter, that Employer may employ one additional apprentice and one additional pre-apprentice for each three additional journeymen he employs. This personnel distribution will apply up until the time the Employer has a staff of twelve. For Ratio's above twelve (12) journeymen, refer to chart. (2 to 1 ratio at 12 through 26 journeyman, then back to a 3 to 1 ratio)

Stockton bargaining/dispatch area: Apprentices can be dispatched on a 1 to 1 ratio as long as the unemployment within the bargaining/dispatch area does not exceed ten (10%) percent. If the unemployment exceeds 10% there will be a freeze on indenturing apprentices until such time as the unemployment drops below 10%. Pre-apprentices are dispatched when an employer employs at least one apprentice and two journeyman based on a ratio not to exceed twenty (20%) percent of the total company journeyman employment. There is no negotiated ratio for classified worker in this zone.

Modesto bargaining/dispatch area: An employer who employs at least one journeyman will be entitled to one apprentice, after which the ratio will be one additional apprentice for each three journeyman. When an employer reaches 10 journeymen regularly employed throughout the year they may increase to a ratio of 2:1, Journeyman to apprentice. The ratio of apprentices on a job shall not be more than one apprentice to one journeyman. However, this provision shall not be imposed to provide a hardship on any apprentice. There is no negotiated ratio for a pre-apprentice in this zone.

Fresno bargaining/dispatch area:

The ratio of apprentices in all shops signatory to the four Counties (Fresno, Madera, Tulare and Kings) agreement with Local Union 162 (who qualify for apprentice training under the apprenticeship laws of the State of California) shall be established at the ratio of one apprentice for each three journeymen sheet metal workers regularly employed, based on an average of the past year as established by the Health Care and Pension reports. After ratios have been established, 2 additional apprentices will be added to those ratios. Each shop employing one (1) apprentice may employ one pre-apprentice. (9th and 10th period apprentices will not be counted against ratios)
Ratios shall be as follows:

Fresno Building Trades Apprentice/Pre-Apprentice Ratios

Journeyman	to	Apprentice
1	to	1
3	to	2
3	to	1
3	to	2
3	to	1

Thereafter, the employer may employ one (1) apprentice for each additional three (3) journeymen employed

Apprentice	to	Pre-Apprentice
1	to	1
3	to	2
3	to	1
3	to	2
3	to	1

Thereafter, the employer may employ one (1) pre-apprentice for each additional three (3) apprentices employed.

Building Trades Ratio Chart

Journeyman	Sacramento Redding			Stockton			Modesto			Fresno		
	Apprentice	Pre-apprentice	Classified	Apprentice	Pre-apprentice	Classified	Apprentice	Pre-apprentice	Classified	Apprentice	Pre-apprentice	Classified
1	1	1	1	1	1	0	1	0		1	1	
2				2								
3	2	2		3			2					
4				4						3	1	
5	3	3	2	5		0		0				
6				6			3					
7				7						4	3	
8	4	4		8								
9				9			4					
10				10	2	0	5	0		6		
11	5	5		11								
12	6			12			6					
13				13						7	4	
14	7	6	3	14			7					
15				15	3	0		0				
16	8			16			8			8		
17				17								
18	9			18			9					
19				19						9		
20	10			20	4	0	10	0				
21				21								
22	11			22			11			10	6	
24	12			24			12					
26	13	7	4	26	5		13			11		
28				27						12		
30	14			30	6	0	15	0		13	7	

Journeyman	Sacramento Redding			Stockton			Modesto			Fresno			
	Apprentice	Pre-apprentice	Classified	Apprentice	Pre-apprentice	Classified	Apprentice	Pre-apprentice	Classified	Apprentice	Pre-apprentice	Classified	
33				33									
34	15			34					17			14	
36				36	7				18				
38	16	8	5	38					19			15	
39				39		0			0			16	9
42	17			42	8				21			17	
45				45	9								
46	18			46					23			18	
48				48					24			19	10
50	19	9	6	50	10	0			25	0			
51				51								20	
54	20			54					27			21	
58	21			58	11				29			22	11
62	22	10	7	62	12				31			23	
66	23			66	13				33			25	12
70	24			70	14	0			35	0		26	
74	25	11		74					37			27	
78	26			78	15				39			28	13
82	27			82	16				41			30	
86	28	12		86	17				43			31	14
90	29			90	18	0			45	0			
94	30			94					47			34	15
98	31	13		98	19				49			35	
102	32			102	20				51			36	
106	33			106	21				53			37	15
110	34	14	7	110	22				55	0		38	

ITEM 25. UNION REPRESENTATIVES' JOB AND SHOP ACCESS

Representatives of the Union shall have access to places of employment of employees, with knowledge of the employer, for the purpose of observing working conditions and to see that this collectively bargained agreement is being carried out.

ITEM 26. AGREEMENT AND POLICY FOR THE PREVENTION OF SUBSTANCE ABUSE

The parties to this agreement recognize the problems which drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the parties agree that in order to enhance the safety of the work place and to maintain a drug and alcohol free work environment, individual Employers may require applicants or employees to undergo drug and alcohol testing as set forth below. The parties agree that if a testing program is implemented by an individual Employer, it may be accomplished only in compliance with the terms set forth below.

1. It is understood that while employees are on work time, the use, possession, transfer or sale of illegal drugs, narcotics, or other unlawful substances or alcohol is absolutely prohibited.
2. No Employer may implement a drug and alcohol-testing program unless written notice is given to the Union. Said notice shall be addressed to the Local Union and shall be delivered in person or by registered mail before implementing any testing program.
3. Pre-employment Testing: All applicants may be subject to a drug and alcohol test at a facility agreed upon by the Employer and the Union. The Employer agrees to pay each applicant who takes the drug and alcohol screen test for all the time it takes to undergo the drug and alcohol screen up to a maximum of two hours travel time plus lab time. Payment shall be at the applicable wage and benefit rates set forth in the current Standard Form of Union Agreement and applicable Addenda. The Employer agrees to pay the cost for administering the drug and alcohol screen. Applicants who test positive will not be placed on the Employer's payroll. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees. Any drug or alcohol testing must conform to the procedure outlined in Section 5 below.
4. Work Opportunity Mandated Testing: In all situations where an employer is required to agree to a testing program in order to qualify as a bidder on the project, testing may be required but only if performed in accordance with these standards and applied uniformly to all personnel having access to the workplace. There shall be no discrimination against any employee who refuses a job assignment to a project that has drug testing. The employer shall pay the employee for all the time it takes to take the test, including the required for travel and lab time. Payment shall be at the applicable wage and benefit rates set forth in the Standard Form of Union Agreement and applicable Addenda. The implementation of this section shall not serve to affect the employment of current employees. All current employees will be given the option of working or not working, on any job on which a general contractor requires a testing program in conformance with this Agreement. Further, the employer will assure that any testing required on a job will be done in a manner to protect the confidentiality of the individuals being tested and the results of such test.
5. Employee Testing:
 - a) Current employees may be required to submit to a drug and alcohol test for detection of on the job impairment only if a reasonable, objective basis exists to believe that the employee is impaired from alcohol or impaired from drugs on the jobsite. Before any testing may take place, firsthand observation

of the employee's job performance, conduct, and actions indicating alleged impairment must be made and documented in writing by two supervisors on the jobsite, who have been trained to recognize the symptoms of drug and alcohol abuse and impairment.

b) The only exception to the requirement of paragraph a), are instances where an employee is involved in an accident resulting in damage to plant, property or equipment or injury to himself or others. In such instances, the employee may be tested for drugs and alcohol.

c) Any drug or alcohol testing must conform to the procedures outlined in Section 5 below.

d) The Employer shall pay the employee for all the time it takes to take the test, including the time required for travel and lab time. Payment shall be at the applicable wage and benefit rates set forth in the Standard Form of Union Agreement and applicable Addenda.

e) For employees who refuse to submit to a drug or alcohol test where the requirements of paragraphs (a), (b), and (c) are met, there will be a rebuttable presumption that the test result would have been positive for an unlawful substance or alcohol.

f) An employee found to be impaired from alcohol or drugs on the jobsite is defined in Section 5(f), as a result of tests performed in conformity with Section 5 below, will on first occurrence be offered the opportunity to enter a rehabilitation or counseling program. The Employer and the Union will compile a list of local programs, which are approved by a health care professional from which the employee may choose. The cost of such a program may be offset by the appropriate insurance program. If the employee enters such a program, his status as an employee will not be affected and he will be allowed continued employment under the conditions established by the rehabilitation program.

6. Testing Procedure: The following procedure shall apply to all drug and alcohol testing. For purposes of this Section, the term "employee" shall also include "applicants."

a) The Employer may request urine samples only. The applicant or employee shall not be directly observed when the urine specimen is given. An employee at his sole option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the Employer shall draw blood from a bargaining unit employee.

b) Collection shall be by a physician or health care professional. Specimen containers shall be labeled with a number and the donor signature and shall be closed with a tamper-proof seal initialed by the donor and collecting agent. The labeling shall be done in the employee's presence and in the presence of a Union representative if the employee chooses. The specimen number and identifying information on the donor shall be entered on a log and signed by the collecting technician in the presence of the employee and that of a Union representative if the employee chooses and the employee shall initial the proper line on the log entry.

c) The volume of each sample shall be such that sufficient amounts will remain for both confirmation tests and independent testing. Samples shall be stored in a scientifically acceptable manner. Handling and transportation of each sample must be documented under strict chain of custody procedures.

d) The testing shall be done by a laboratory, chosen by the Employer and the Union and approved by the National Institute on Drug Abuse (NIDA). If no NIDA lab is available, the Employer and the Union will agree on a lab.

e) An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMT). In the event there is a positive result from the initial test, a confirmation test must be utilized before action can be taken against the employee. The confirmation test will be by Gas Chromatograph Mass Spectrometry (GC/MS). Confirmed positive samples will be retained by the testing laboratory in

secured long-term frozen storage for a minimum of one year.

f) For purposes of this agreement, a positive test for alcohol shall be defined as a blood alcohol level equivalent to or greater than .08 percent of alcohol, by weight, in the employee's blood. A positive test for drugs shall be defined as the level equivalent to or greater than the levels of impairment established by the national Institute on Drug Abuse. A negative result on any test made under the provisions of this Section is conclusive that the tested employee was not functionally impaired from alcohol and/or drugs.

g) Results shall be communicated in writing to the Employer within seventy-two (72) hours. The laboratory may only report drug or alcohol concentrations if the appropriate test indicated that the specimen contains levels of substance(s) equal to or greater than the levels set forth in paragraph (f) above.

h) The employee must be notified within forty-eight (48) hours of any positive result. In the event of a confirmed positive test result, the employee may request a sample of his specimen from the testing laboratory for the purpose of an additional test to be performed at a second laboratory, designated by the Union and approved by NIDA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Employer between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the Employer's expense only if the results of the retest are negative. In the event of conflicting test results, the Employer may require a third test in which the cost shall be the responsibility of the employer.

i) Information on test results and the fact of testing shall be communicated only to those who must know the information in order to ensure safety and enforce this policy. Copies of all documents, including but not limited to, test results, computer printouts, graphs, interpretations, and chain of custody forms, shall be delivered to the donor employee in the event of a positive result. Neither the employer nor any of its other personnel, shall disclose any information regarding the fact of testing or the results of testing of any employee to the owner or to any other employer or employee.

7. Any testing other than the testing provided in Section 3 and 4 above is prohibited, including random testing. Any failure to follow the testing procedures set forth in paragraph 5 shall cause the test results to be disregarded and they may not be used as any ground for discipline against an employee.

8. Any physical search of an applicant or employee's body, clothing, or possessions is prohibited.

9. Employees may possess and use prescribed medication and over-the-counter medication on the jobsite. However, it is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for the Employer to remove the employee from the jobsite.

10. Any grievance or dispute which may arise out of the application of the policy, including challenges to any aspect of the testing procedures, results, or conclusions, shall be subject to the grievance and arbitration procedures set forth in Article X, § 1-7 of the Standard Form of Union Agreement.

11. No employee shall be required to sign any waiver limiting liability of employer, owner/client, testing lab, or any person involved in the chain of custody of the specimen nor any consent abrogating any provision of this agreement.

12. Training and Education:

a) The Employer shall provide training to all management, security and supervisory personnel who have responsibility for the oversight of employee activities of work performance. This training

shall include the recognition of impairment from drugs and alcohol in the workplace, and of material of substances that may cause physical harm or illness, as well as observation, documentation and reporting skills, and procedure and methods for workplace substance evaluations and analysis.

b) All employees upon hire shall receive a copy of the drug and alcohol policy.

13. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs shall be subject to all Employer rules, regulations and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness. The fact of an employee's participation in such a program shall not be admissible evidence in any dispute over any disciplinary action against that employee.

14. In the event any employee, applicant for employment, group of employees or other person files or commences any claim or action before any administrative agency or court asserting or involving any claim or cause of action against the Union, its officers or representatives, for any act or omission related to the testing procedure, the Employer, its parent, subsidiaries and affiliated companies and the officers and directors of each of them, heirs, successors, and assigns shall hold the Union, its officers and representatives, harmless in the event of such claim or action.

The obligation to hold the Union harmless shall include, but not limited to, payment of attorneys fees and costs of counsel who shall be selected by the Union for defense of such claims and actions and the payment of any damages, costs, fees and judgment against the Union, its officers and representatives resulting from and arising out of such claims and actions.

It is further understood that the Employer retains the right to settle or compromise any claim or action asserted against the Union, its officers and representatives, arising under the provisions of this section; provided, however, the Employer shall both notify the Union, its officers and representative in writing prior to concluding any such compromise or settlement and provide the Union its officers and representatives with the option of releasing the Employer from the foregoing indemnity and hold harmless obligations and assuming the defense of such claim or action.

15. This Memorandum of Understanding shall constitute the only Agreement in effect between the parties concerning drug and alcohol abuse, prevention and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the parties.

ITEM 27. GENERAL INFORMATION

- 1 When an employee starts employment with an Employer, they shall be required to give only the following information to the Employer: Name, Address, Telephone Number, Social Security Number, Number of Dependents for Tax Purposes, the name of a person/persons to notify in case of accident, a valid California driver's license and Immigration Authorization to Work I-9 Form.
- 2 Each shop shall have adequate wash-up facilities and CALOSHA approved safety kits should be maintained in each shop, jobsite and company vehicle.
- 3 Personal clean-up and time card completion will not be paid time.
- 4 Each Employer covered by this Agreement agrees that he will not require any member to work behind a picket line sanctioned by Local Union 162

- 5 The parties agree to work together for a more effective utilization of Resolution 78 where non-union competition may be a factor in bidding.
- 6 Whereas the SFUA A-01-05 is adopted CAD, as described in Article I, will continue to be done consistent with the area/employers practice.

ITEM 28. PERMANENT SHOP

To be entitled to privileges awarded permanent shops all the following requirements or conditions listed shall be met:

1. The shop must maintain, at its permanent shop within the territorial jurisdiction of the Agreement, a completely separate set of books and accounts receivable on jobs within the jurisdiction of this Agreement.
2. The Employer maintains in connection with the shop, a warehouse and shop with fully operational equipment suitable for the performance of the volume of work in which the firm is engaged.
3. The complete business of this shop must be open to the public every working day, 52 weeks per year.
4. The shop must carry all necessary City, County and State licenses required by law.

No shop shall be considered permanent until it has been examined by the Joint Examining Committee and said Committee certifies the shop in question as a permanent shop. A shop requesting permanent shop examination must have had a signed Agreement with the Sheet Metal Workers' Local 162 for a continuous period of one year. It is the responsibility of the shop to request in writing, an inspection by the Joint Examining Committee. No shop established after a job is let, or at a job site is to be considered a permanent shop within this jurisdiction. Nothing in this clause shall be construed to prevent the Union from dispatching journeyman sheet metal workers to jobs when such action is necessary to protect the jurisdictional claims of the union as set forth in Article I of this agreement.

ITEM 29. SIGNATORY LICENSURE REQUIREMENT

Contractors signatory to this Agreement must be properly licensed as a contractor as required by the State Contractors License Act, carry full coverage under the State Workman's Compensation laws for employees, employ one or more Journeymen, solicit business in the area, have a permanent shop (as described in ITEM 28) other than a residence equipped with the tools and equipment required for the performance of the work in which the firm is engaged as a specialty contractor.

ITEM 30. RME-RMO

All RME's and RMO's listed with the State Contractors License Board shall be considered as Employers and abide by the terms of this Agreement as set forth in Article III.

Employees or applicants for employment holding State Contractors' Licenses C-20 or C-43 shall inactivate their license in accordance with Division III, Chapter 9, Section 7076.5 of the Business and Professions Code, before being accorded the use of referral facilities under this Agreement.

The Employer shall not perform any of the work covered by Article I of the Standard Form of Union Agreement on the job site. Should an Employer work in the shop, he shall work only during the regular working hours as defined in this Agreement or when an employee is working in the shop.

ITEM 31. CONTRACT AWARDS

Contractors awarded jobs in the jurisdiction of Local No. 162 can choose to notify their respective SMACNA chapter on forms provided by the Association. The completed forms shall be submitted within five (5) days of the date of the award.

ITEM 32. JOINT CONFERENCE BOARD

The Joint Conference Board shall consist of three (3) members from the Association and three (3) members from the Union. The functions of the Joint Conference Board shall be:

1. To interpret the Labor Agreement by mutual consent of both parties.
2. To discuss mutual problems of the industry.
3. To make recommendations for immediate or future changes in the Collective Bargaining Agreement.
4. Any interpretation of the Labor Agreement by the Joint Conference Board is not fact for testimony in Joint Adjustment Board proceedings; merely advice to parties who ask for interpretations.

ITEM 33. EXAMINING COMMITTEE

The functions of the Examining Committee shall be part of the functions of the Joint Conference Board.

Whereas to better serve the public in all phases of the Sheet Metal, Heating and Air Conditioning field, the Union and the Employer agree to cooperate in all matters for the betterment of the industry, realizing that the prime responsibility of said organizations is to give the public service and workmanship of the highest possible quality; also realizing that the best working conditions depend upon a prosperous industry. On all matters brought before this Committee, a majority vote shall rule. Should the parties be unable to reach a majority decision they shall mutually agree upon a qualified seventh (7) individual to resolve the deadlock. This Committee shall meet as needed with forty-eight (48) hours notice by either party. The functions of this Committee shall be as follows:

- 1 From time to time, prepare a written examination for use by the Joint Examining Committee to test applicants seeking to register for employment under Article V of the Standard Form of Union Agreement.
- 2 To examine all work in the area coming under the jurisdiction claims of the Sheet Metal Workers' International Association, to determine whether or not the work and materials are the same quality and standard as that normally performed within the jurisdiction of Sheet Metal Workers' Local 162.
- 3 To examine applicants to determine permanent shop status.

ITEM 34. SAFETY COMMITTEE

The Union and the Employer agree that a Joint Safety Committee shall be comprised of an equal number of Union and Employer representatives and shall meet regularly to establish, promote and promulgate safety information to members of the sheet metal industry.

ITEM 35. UNION LABEL CAUSE

A sheet metal Union label shall be applied to sheet metal work manufactured, assembled, fabricated and installed by members in good standing of this Local Union of Sheet Metal Workers' International Association.

Nothing in this Agreement shall limit the right of the Employer to use materials and products in the course of his work available on the open market, provided only that the Employer herein agrees to give preference whenever possible to Union-made materials and products (effective January 1, 2005 the attached Memorandum of Understanding regarding "preservation of work" will be instituted for all contractors signatory to and designated as working specifically from the Sacramento sector). The Unions and the Associations will jointly publicize and submit to the Contractors the names of firms and companies with an agreement with Local Unions affiliated with Sheet Metal Workers' International Association who manufacture products bearing the Union Label of Sheet Metal Workers' International Union.

ITEM 36. BIDDING

Any contractor signatory to this Agreement shall bid and perform all work covered by Article I, Section 1 of the Standard Form of Union Agreement which he is equipped to perform.

ITEM 37. TOOLS

Journeymen Sheet Metal Workers and indentured Apprentices covered by this Agreement shall provide for themselves a minimum of hand tools in good condition as listed below: This list comprises the maximum tool list required of the Employee.

1. One Bulldog snips	11. One pair No. 18 Wiss (or equal) snips
2. Two pair aviation snips	12. One Pair wide nosed pliers
3. One pair wide tong pliers	13. Two pair vice-grip pliers
4. Two cold chisels	14. One scratch-all
5. One center or prick punch	15. One Whitney hand punch (maximum length 10")
6. Two screwdrivers	16. One tinner's hammer
7. One pair 6" dividers	17. One 12" level
8. One hacksaw	18. One pop rivet gun
9. 25 Foot Tape Measure	19. 3/8" ratchet
10. 9/16" deep socket	

No mechanic or member of his immediate family shall furnish, rent, or loan to the Employer any power tools, consumable blades or bits, extension cords, truck or other conveyance, or any piece of equipment not customarily carried in a hand tray or 1500 cubic inch toolbox. A welding hood, goggles and welders hand tools may be furnished by the employee but they will not furnish torches, tips or other welding equipment.

Employees are permitted to make one move per day in their personal vehicle. Time and mileage must be paid. They may move themselves and their tools ONLY and may not carry other employees or materials.

In the event any employee's tools are lost or damaged as a result of fire, theft or burglary at the Employer's place of business, job box, job shack or company truck, the employee shall submit to the Employer a certified list of tools lost or damaged, including the price of each tool, based on an established manufacturers list price. The Employer shall immediately pay the employee an amount stated on the certified list to a maximum of \$750.00.

ITEM 38. INJURY PAY SCHEDULE

If a member has an on the job injury before noon, he shall be paid until noon. If injured after noon, he shall receive the full day's pay. If an injured member leaves the job to be treated for the injury and returns to work the same day, he shall be paid for the time off the job. If a member is hospitalized, he shall receive pay for the full day.

ITEM 39. INDUSTRIAL SAFETY ORDERS

Employers and employees shall be equally responsible to enforce General Industrial Safety Orders as set up by the Division of Occupational Safety and Health of the State of California.

ITEM 40. STEWARDS

The Union may appoint or designate such shop or job Stewards as may be reasonably necessary to investigate compliance with the provisions of this Agreement. A Steward shall be a working journeyman employee who, in addition to his work as a journeyman, shall be permitted to perform during working hours such of his Union duties as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible and the contractors agree that Stewards shall be allowed a reasonable amount of time for the performance of

such duties. The Union shall notify the individual Employer of the appointment of each Steward. In no event shall an individual contractor discriminate against a Steward, lay off or discharge the steward on account of any action taken by them in the proper performance of this Unions duties without due cause.

The Job Site Steward shall, as near as possible, be the first man hired and last man to leave the job. Except for proven dishonesty, substance abuse or chronic failure to report for work or when mutually agreed by the Union and the Employer for transfer to another job, or unless the matter is otherwise processed under Article X of the SFUA. If other than the first man is to be named as the Steward the Union shall first consult with the Employer, though the decision shall rest solely in the hands of the Union.

The Shop Steward will be defined as a steward working within the companies manufacturing facility. A shop Steward shall be someone that has worked for the company continuously for six (6) months or more. Stewards may be terminated for proven dishonesty, substance abuse or chronic failure to report to work or when mutually agreed by the union and the employer for transfer to another job or unless the matter is otherwise processed under Article X of the SFUA.

The previous paragraphs shall not apply to foremen, general foreman, detailers or specialized employees.

At any time there is a problem or jurisdictional dispute involving a contractor signatory to this Agreement, that contractor shall be notified by the Union representative. This shall in no way prohibit a job or shop steward from attempting to resolve the problem with the employer.

Stockton, Modesto only: 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 of their intention to transfer or discharge a Shop or Job Steward for cause. This notice must be in the Union Office three (3) full working days prior to transfer or discharge. The Union retains the right to investigate the cause for transfer or discharge.

Fresno Only: Stewards will be appointed on all jobs where there are three (3) or more employees working. Job stewards shall not be discharged, transferred or laid off (except for cause) unless a substitute is arranged for and shall remain until the job is complete. Should an Employer want to discharge, transfer or lay off a steward, he shall contact the Union and explain his reason for such action, giving not less than two (2) days notice. Should any overtime work be required on any job the Steward is to perform such overtime work, unless the work performed is a specialty type of work for which the steward is not qualified.

ITEM 41. VEHICLE IDENTIFICATION

The employer agrees that all commercial vehicles owned and operated by the Employer, in conjunction with the performance of the work covered by this Agreement, shall bear the name of the firm, permanently affixed, visible on both side doors of the vehicle in letters not less than three (3) inches high. This excludes all personal vehicles operated by the management.

ITEM 42. EARLY STARTING TIME

By mutual agreement between the Employer, Employee and the Union, a departure from regular working hours for excessive heat conditions, employee health and safety or to coordinate with project work hours shall be allowed via Resolution 78. The Employer and employee shall notify the Union giving information regarding the location of the jobsite, including the description of work and the proposed change in start time, not less than twenty-four (24) hours prior to a change in schedule.

ITEM 43. SEPARATE PERFORMANCE WORK

It is a violation of this Agreement for any journeyman or apprentice agreeing to perform or performing any sheet metal work covered by the claimed jurisdiction of the Sheet Metal Workers' International Association on a piece

work basis a lump sum basis, or any other basis except that provided and specified by the Sheet Metal Workers' International Association's Constitution and by the established and recognized Union Agreements, rules and regulations of affiliated local Unions and councils governing the employment of members.

ITEM 44. MOONLIGHTING

This section shall not be applicable to employees performing under an approved agreement with the Union.

The union agrees that employees covered under the terms of this agreement shall perform the work defined and stated under the terms of this agreement, solely for and under the direction of Employers signatory hereto, and the union agrees to strictly enforce the terms, conditions, and the intent of this Section by whatever means not prohibited by law. The Employer agrees to notify the Union of any violations of this Section and of any of its employee members of local 162 purchasing excessive amounts of materials and/or equipment from the Employer. Any violation of this clause by the employer shall be acted upon by the Union and if found guilty by the Trial committee, monetary penalties may be assessed.

ITEM 45. MOST FAVORED TERMS & CONDITIONS

No contractor who is a party of this Agreement shall be required to pay higher wages or be subject to less favorable working conditions than those applicable to other contractors employing members of the union, parties hereto, performing such similar work in the same jurisdiction. Applicability of this clause shall be determined as set forth in Article X of this Agreement.

ITEM 46. INTEGRITY CLAUSE

EMPLOYER INTEGRITY

SECTION 1: A "bad-faith employer" for purposes of this Agreement is an Employer that itself, or through a person or persons subject to an owner's control, has ownership interests (other than a non-controlling interest in a corporation whose stock is publicly traded) in any business entity that engages in work within the scope of SFUA Article 1. Hereinabove using employees whose wage package, hours, and working conditions are inferior to those prescribed in this Agreement or, if such business entity is located or operating in another area, inferior to those prescribed in the agreement of the sister local union affiliated with Sheet Metal Worker's International Association, AFL-CIO in that area.

An Employer is also a "bad-faith employer" when it is owned by another business entity as its direct subsidiary or as a subsidiary of any other subsidiary within the corporate structure thereof through a parent-subsiary and/or holding-company relationship, and any other business entity within such corporate structure is engaging in work within the scope of SFUA Article 1 hereinabove using employees whose wage package, hours, and working conditions are inferior to those prescribed in this Agreement or, if such other business entity is located or operating in another area, inferior to those prescribed in the agreement of the sister local union affiliated with Sheet Metal Workers' International Association, AFL-CIO in that area.

SECTION 2: Any Employer that signs this Agreement or is covered thereby by virtue of being a member of a multi-employer bargaining unit expressly represents to the Union that it is not a "bad-faith employer" as such term is defined in Section 1 hereinabove and, further, agrees to advise the union promptly if at any time during the life of this Agreement said Employer changes its mode of operation and becomes a "bad-faith employer". Failure to give timely notice of being or becoming a "bad-faith employer" shall be viewed as fraudulent conduct on the part of such Employer.

In the event any Employer signatory to or bound by this Agreement shall be guilty of fraudulent conduct as defined above, such Employer shall be liable to the Union for liquidated damages at the rate of \$500 per calendar day from the date of failure to notify the Union until the date on which the Employer gives notice to the Union. The claim for

liquidated damages shall be processed as a grievance in accordance with and within the time limits prescribed by the provisions of SFUA Article X.

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

EMPLOYEE INTEGRITY

SECTION 3: A "bad-faith employee" for purposes of this agreement is a person who is a card-carrying member of the SMWIA (any Local Union within the 50 states) and who, for monetary gain, performs work, covered by this agreement, either as a self-employed agent (whether said person be legally licensed by the State of California or not) or performs work for any employer not signatory to this agreement, or signatory to a SMACNA agreement negotiated with any other SMWIA Local Union.

Said person is also a "bad-faith employee" if he or she participates in the ownership of any partnership, corporation, joint-venture, or subsidiary of any of the aforementioned, and that entity performs any covered work without becoming signatory to an SMWIA agreement in the area where covered work is performed.

SECTION 4: Any Employee that signs this Agreement or is covered by virtue of being a member of any SMWIA Local Union expressly represents himself or herself to be a "good faith Employee", therefore not a "bad-faith Employee" as described in Section 3.

If, during the life of this agreement said Employee changes the mode of his or her operation and becomes a "bad-faith employee" said person shall promptly notify the Local SMACNA Chapter of his or her change in mode of operation. Failure to do so shall be deemed fraudulent conduct on the part of the Employee.

SECTION 5: Whenever the SMACNA Office becomes aware that the Employee has become a "bad-faith Employee" either through his or her own admission (as covered by Section 4) or is caught performing the covered work which makes him or her a "bad-faith Employee" (as defined in Section 3) the following shall occur:

1. The "bad-faith employee's" total bank of credited Health and Welfare hours will be immediately forfeited.
2. The "bad-faith employee's" pension credits shall be frozen until he or she reaches age 65.
3. The "bad-faith employee's" present Employer will have the right to terminate him or her for cause.

ITEM 47. SHOP PERSON (Stockton Only)

One (1) Shop Person per company may be employed to perform the following duties only:

1. Shop Cleaning
2. Pick Up/Deliver Supplies, Materials and Equipment
3. Vehicle Maintenance

The "Shop Person" may not perform work covered by this Agreement.

ITEM 48. TERMS OF AGREEMENT

THIS AGREEMENT shall become effective July 1, 2007 for the Fresno and Modesto bargaining parties and July 1, 2008 for the Sacramento and Stockton bargaining parties and shall remain in full force and effect through each individual expiration date (Sacramento-June 30, 2013, Stockton-June 30, 2012, Modesto-June 30, 2012, Fresno-June 30, 2011) provided, however, that any and all changes made in the present Bargaining Agreement, and/or new or renewed Agreement between the Associations' and Local Union 162, above referred to, shall be placed into effect by the undersigned Employer effective as of the same date agreed to by the Association and Local Union 162. The

undersigned individual Employer hereby agrees to be bound by any and all changes made in the present Bargaining Agreement, and/or new or renewed Agreements between the Association and Local Union 162 unless said individual member gives ninety (90) days written notice to the Union of his desire to terminate this Agreement as specified in the paragraph below.

If a signatory contractor sells or otherwise disposes of his or her ownership, in whole or majority of a shop or business, this contract will remain in force and effect in that shop until it terminates under the procedure as provided elsewhere in this contract.

Should either party, signatory hereto, desire to terminate this Agreement before its expiration date, written notice shall be given not less than ninety (90) days prior to such date. Unless written notice is given, in accordance with the foregoing, this Agreement shall continue in full force and effect from year to year thereafter.

**ADDENDUM NO 2 TO STANDARD FORM OF
UNION AGREEMENT
SHEET METAL SERVICE AGREEMENT
and
SHEET METAL SERVICE
APPRENTICESHIP PROGRAM**

This Addendum shall be effective in the following counties: of Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Sutter, Tehama, Yolo and Yuba Counties (July 1, 2008 through June 30 2013). San Joaquin, Alpine and Calaveras counties (July 1, 2008 through June 30, 2012). Mariposa, Merced, Stanislaus and Tuolumne counties (July 1, 2007 through June 30, 2012). Fresno, Madera, Tulare and Kings. Counties (July 1, 2007 through June 30, 2011) in the State of California.

WHEREAS, said Agreement provides for amendments hereto at time and in manner specified therein, and it is the desire of the parties thereto to amend the aforesaid Agreement in the respects set forth below:

NOW THEREFORE, it is hereby agreed that without terminating or in any manner affecting the provisions of said continuing Agreement, said Agreement is hereby amended as follows:

SHEET METAL SERVICE AGREEMENT

Service work is hereby defined as repair, replace, refurbish, calibrate, maintain, balance and adjustment necessary to make operative any heating, air-conditioning, food service equipment, refrigeration and/or other types of equipment, machinery and installations.

All hours worked other than the regular working hours, as defined in Articles VI of SFUA, shall be paid at 1 1/2 times regular rate, except as defined in this section.

Journeyman Sheet Metal Servicemen and Apprentices may work five (5) consecutive days - Monday or Tuesday through Friday or Saturday, with two (2) consecutive days off. Hours worked before 5:00 a.m. or after 8:00 p.m. shall be paid at 1 1/2 times the regular rate. Hours worked, not including travel time, over ten (10) hours per day and over forty (40) hours per week shall be paid at the one and one half (1 1/2) times hourly rate.

Journeyman Sheet Metal Servicemen and Apprentices working on Federal Holidays (New Years Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day) shall be compensated at double time. Those working other Holidays as established in the Collective Bargaining Agreement shall be paid at 1 and 1/2 times the regular rate. Resolution 78 may be used to secure contract work for service employees when customer schedules mandate performance during a holiday. (i.e. Holidays can be observed by the Employee on the following day or the day preceding these special Holidays. It is understood that the Employee should be given these days off in succession)

All Emergency service work performed over the regular eight (8) hour shift, shall be performed at, time and one half (1-1/2) the straight time rate of pay, Sundays and Holidays included. Emergency Service is hereby defined as minor maintenance, and adjustment necessary to make operative any heating, air conditioning, food service equipment, refrigeration and/or other types of ventilating or air pollution control equipment. No work on new construction shall be considered emergency work.

The Employer shall designate and notify Local Union No. 162 of employees who may do service work outside of the regular working hours.

STOCKTON Only; HOLIDAYS FOR SERVICE EMPLOYEES

Regular Holidays will be observed except as follows: Extra Holidays created by a Regular Holiday falling midweek, or on a weekend, as described in the SFUA Article VI may be worked at the straight time rate of pay, provided that these working Service Employees be given an equal number of days off. By mutual agreement between Employer and Employee, these Holidays can be observed by the Employee on the following day or the day preceding these special Holidays. It is understood that the Employee should be given these days off in succession and that the Local Union be advised of the work schedule.

IN-PLANT MAINTENANCE

An In-Plant Maintenance permit may be issued by the Sheet Metal Workers' Local Union 162 upon request of the Employer, when there is a breakdown of equipment or repair, or if an alteration is necessary in an existing occupied and operating factory, cannery, mill, foundry or other type of industrial plant provided the Employer notifies said Local Union Office prior to starting of said work.

Time and one-half (1½) for overtime work may be permitted on this type of work up to four hours over the regular work day. (Monday through Friday.)

ON CALL

Sacramento: All sheet metal service classifications of workers who have "On Call Duties" will receive \$100.00 per on-call week for their assigned obligation

Stockton: All sheet metal service classifications of workers who have "On Call Duties" will receive \$100.00 per on-call week for their assigned obligation. This on-call compensation will be waived if employee performs three or more hours of billable work during the on-call period.

TOOLS

The Employer shall furnish all specialty tools and consumable products for Journeyman Sheet Metal Servicemen and Apprentices to perform their work (except the basic hand tools required by a Sheet Metal Service employee). Sheet metal service employees may be required to accumulate the personal hand tools listed below, including a tool box sufficient to hold those tools.

Pocket thermometer	Torx all sizes	Valve core tools
Multimeter-cat III	Swedge tool	Reamer tool
Ampmeter-cat III	Flare tool and block	Inspection mirror
Digital temp. tester	3/8" drive sockets 1/4" to 7/8"	Sheet rock saw
Channel locks 8"	1/2" drive sockets 1/2" to 1 3/8"	Pipe wrench
Allen wrenches to 5/8"	TXV wrenches	Pry bar
Lineman/dyke pliers	Combination end wrenches	Wheel puller
Needlenose pliers	Flash light	Hub puller
Wire strippers	Crescent wrenches	Snap ring pliers
Wire clamp tool	Tubing wrenches	Utility knife
Nut drivers 1/4" to 5/8"	Gauge manifold sets (R-22, 401A)	Magnahelic gauges
screwdrivers	Tubing cutters	Tubing benders

* The maximum theft reimbursement to an employee performing service work with the above mentioned tool list shall be \$3000.00 for documented tool losses.

VEHICLES

Journeyman sheet metal servicemen and apprentices who are allowed to drive an employer owned vehicle to and from the work site shall be responsible for cleaning of said vehicle and to make sure proper employer provided maintenance has been scheduled and performed. Establishment of carelessness or negligence on the part of the employee could make the employee liable for repair and/or correction of such deficiencies.

Employees driving an employer owned vehicle are expected to be on the job site at the designated start time and not expected to leave until the agreed upon stop time. It shall also be expected that the first fifty (50) miles of travel are considered uncompensated travel time at the beginning and end of each day

NO STRIKE, NO LOCKOUT

Neither the union nor any of the employees covered by this agreement will collectively, concertedly or individually induce, engage, or participate, directly or indirectly, in any strike, picketing, slowdown, stoppage or other curtailment or interference with the employers operations, or interfere with the flow of materials or persons in or out of places where the employer is doing business. The union agrees to exert every effort through its local officers and representatives to end any unauthorized interruption of work. The employer will not engage in any work slowdown or lock out any of the employees covered by this agreement.

SHEET METAL SERVICE APPRENTICESHIP PROGRAM

In recognition of the fact that the additional training of qualified service technician is of vital importance to our industry. The parties hereto have agreed to initiate a five (5) year Sheet Metal Service Apprenticeship program.

In as much as this program has been recognized and certified by the State of California, Division of Apprenticeship Standards and placed under the jurisdiction of the existing Joint Apprenticeship Committee, the rules and regulations governing apprentices now in effect shall be applicable to these new apprentices with certain exceptions as stipulated in this section.

The Employer agrees to pay all fringes on Sheet Metal Servicemen Apprentices negotiated between the various SMACNA chapters and Sheet Metal Workers' International Association, Local Union 162.

Sheet Metal Service Apprentices duties shall include installation of equipment, including refrigeration lines, servicing and reconditioning furnaces, air conditioning equipment and coolers, service and repair of low voltage controls and wiring, general house cleaning of maintenance type contract and other service work they are capable of doing.

On work they are capable of performing, a Sheet Metal Service Apprentice shall not be required to work under the supervision of a journeyman service mechanic. While doing sheet metal work, a Sheet Metal Service Apprentice shall be required to work under the supervision of a Journeyman Sheet Metal Worker. Sheet Metal work performed by Sheet Metal Service Apprentices shall not be more than 30% of the total hours worked during the year.

Sheet Metal Service Apprentices with no prior experience shall work under the supervision of a Journeyman Sheet Metal Serviceman for the first six weeks. Prior experience will be determined by the local Sheet Metal Industry Joint Apprenticeship Committee.

The wage scale of Sheet Metal Service Apprentices shall be the same percentage ratios as the Sheet Metal Apprentice percentage ratios.

After completion of a five (5) year apprentice program the apprentice shall receive - 100% of the established Journeyman Sheet Metal Serviceman wage scale of Local No. 162.

**ADDENDUM NO. 3 TO STANDARD FORM OF
UNION AGREEMENT
RESIDENTIAL AGREEMENT**

SECTION 1: This Addendum shall be effective in the following counties: of Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Sutter, Tehama, Yolo and Yuba Counties (July 1, 2008 through June 30 2013). San Joaquin, Alpine and Calaveras counties (July 1, 2008 through June 30, 2012). Mariposa, Merced, Stanislaus and Tuolumne counties (July 1, 2007 through June 30, 2012). Fresno, Madera, Tulare and Kings. Counties (July 1, 2007 through June 30, 2011) in the State of California.

SECTION 2: The employer agrees to be bound by the Standard Form of Union Agreement on any work not specified in Section 2 and 3 of this Addendum. On residential work as herein defined, the employer agrees to be bound by all portions of the Standard Form of Union Agreement and Addenda Nos. 1 and 2 except as modified herein.

SECTION 3: This Agreement covers the rates of pay, fringe benefit contributions, rules and working conditions of all employees of the employer, covered by this Agreement, engaged in the installation, repairing, replacing, service and maintenance of all residential heating, cooling, ventilating and exhaust systems, and related equipment, all architectural, ornamental and general sheet metal work, residential structures only.

SECTION 4: Residential work is defined as the erection, installation, repairing and replacing of all residential heating and air conditioning systems and the architectural sheet metal work on any single family dwelling or multiple family housing unit where each individual family unit is individually conditioned by a separate and independent unit or system (field installation, no fabrication /shop work).

SECTION 5: This Agreement establishes a group of employees hereinafter referred to as Residential Workers. Journeymen Apprentices and Pre-Apprentices hereinafter referred to are defined as that group of employees covered by the Standard Form of Union Agreement and Addenda's No. 1 and 2 attached thereto.

SECTION 6: The employer agrees that none but journeymen, apprentices, pre-apprentices and residential workers as defined herein will be employed on any work described in Sections 3 and 4 of this Agreement. Residential workers may only be used on work described in Sections 3 and 4.

SECTION 7: For the term of this Addendum, journeymen apprentices and pre-apprentices presently employed by the employer will be paid at a minimum of the wages and fringes set forth in Addendum No. 1 of the Standard form of Union Agreement. The apprentices will receive the appropriate percentage of wages of the journeyman as provided in Section 6 of Article XI of the Standard Form of Union Agreement.

SECTION 8: The employer agrees that no employee will suffer a reduction in wages, fringe benefits or conditions relating to this employment as a result of signing this Addendum. The employer also agrees no employee will be terminated as a result of signing this Addendum.

SECTION 9: The employer may employ a separate crew of residential workers on work defined in sections 3 and 4 of this Agreement.

SECTION 10: The employer agrees that all work not specifically set forth herein, covered in Article 1 of the Standard Form of Union Agreement will be performed by journeymen and apprentices in accordance with all of the provisions contained in the Standard Form of Union Agreement and Addenda Nos. 1 and 2 attached thereto.

SECTION 11: The employer acknowledges that all provisions contained in the Standard Form of Union Agreement and Addenda Nos. 1 and 2 attached thereto apply to all general foremen, foremen, journeymen, apprentices and pre-apprentices employed on any work covered in this Addendum No. 3.

SECTION 12: All journeymen, apprentices, pre-apprentices and residential workers shall be dispatched through the Union's hiring hall. The employer agrees to call the union dispatch office for all employees covered by this Addendum. If after forty-eight (48) hours, the union is not able to supply the residential workers as requested by the employer, the employer may hire direct. However, it is agreed that no employee shall report for work, or be employed by the employer, until he has received a dispatch slip from the union office for presentation to the employer.

SECTION 13: Wages and fringe benefits for residential workers shall be in accordance with the wage sheet attached. The wage rates attached are minimums only and nothing herein shall be construed to limit the employer's right to make individual upward adjustments should the circumstances in the sole discretion of the employer so dictate.

SECTION 14: Residential Journeyman will have the same rights as a Building Trades Journeyman; all other residential classifications will not be permitted to give instructions or orders to Building Trades Journeymen, apprentices or pre-apprentices.

SECTION 15: Wages, fringes and working conditions for building trades journeymen, apprentices and pre-apprentices performing work covered by this Addendum shall be as set forth in the Standard Form of Union Agreement and Addenda Nos. 1 and 2.

THIS AGREEMENT shall become effective as of date of signature and shall remain in full force and effect through the individual expiration date listed above, provided however, that any and all changes made in the present Bargaining Agreement, and/or new or renewed Agreement between the Sheet Metal and Air Conditioning Contractors' National Association (SMACNA) chapters', herein called the Association, and Local Union 162, above referred to, shall be placed into effect by the Association and Local Union 162. The individual Employer hereby agrees to be bound by any and all changes made in the present Bargaining Agreement, and/or new or renewed Agreements between the Association and Local Union No. 162 unless said individual employer gives ninety (90) days written notice to the Union of his desire to terminate this Agreement as specified in the paragraph below.

Should either party desire to terminate this Addendum No.3 prior to the previously agreed upon expiration date, written notice shall be given not less than ninety (90) days prior to such date. Unless written notice is given, in accordance with the foregoing, this Addendum shall continue in full force and effect from year to year thereafter.

SACRAMENTO LABOR AGREEMENT

MEMORANDUM OF UNDERSTANDING

ITEM 35 UNION LABEL CLAUSE

To protect and preserve for all workers who may be covered by this Agreement, all work that has been performed and all work covered by this agreement, and to prevent any device or subterfuge to avoid the protection and preservation of work, it is agreed that all work requiring fabrication shall be performed within Sacramento's geographical jurisdiction of Local 162, either in the shop or on the job site, by workers who shall be employed under this Agreement.

This preservation of work clause shall be enforceable only as to employers that have signed a Standard Form of Union Agreement SFUA, which includes the addendum between Local 162 and SMACNA, Sacramento Valley Chapter Inc. This clause shall not be enforceable as to any employer that may become bond to the Addendum between Sheet Metal Workers Local 162 and SMACNA, Sacramento Valley Chapter Inc., solely as a result of Article VIII, Section 6 of the SFUA.

It is agreed that this preservation of work clause and the equalization clause of Section 2 of the Article VIII, Section 2, 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 fourteen (14) items:

1. Ventilators
2. Louvers
3. Automatic and fire dampers
4. Radiator and air conditioning unit enclosures
5. Fabricated pipe and fittings for residential installation
6. Mixing (attenuation) boxes
7. Plastic skylights
8. Air diffusers
9. Grilles
10. Registers
11. Sound attenuators
12. Chutes
13. Double-wall panel plenums
14. Angle rings

It is further agreed this preservation of work clause, shall not be applicable to Residential Work; Service Work; Industrial Work; Kitchen Equipment Work; Siding and Decking Work; Flex or Spiral Pipe (Round and Oval); Pipe Lock and Double-Wall Ductwork.

This preservation of work clause shall be effective January 1, 2005.

**WESTERN STATE COUNCIL OF
CALIFORNIA, ARIZONA, NEVADA AND HAWAII
Local Union's Address and Phone Numbers**

Local Union No. 162, Sacramento California

2840 El Centro Road, Suite 110

Sacramento CA 95833

916-922-1133

www.smwia162.com

JURISDICTIONS: Amador, Butte, Colusa, El Dorado, Glenn, Kern, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Sutter, Tehama, Yolo and Yuba Counties

Local Union No. 162, Stockton, California

2441 Station Drive

Stockton, CA 95210

209-939-9375

JURISDICTIONS: Alpine, Calaveras and San Joaquin Counties

Local Union No. 162, Modesto, California

841 Lone Palm Avenue, Suite A

Modesto, CA 95351

209-523-1323

JURISDICTIONS: Mariposa, Merced, Stanislaus and Tuolumne Counties

Local Union No. 162, Fresno, California

5410 East Home

Fresno, CA 93727

559-255-0454

JURISDICTIONS: Fresno, Madera, Tulare and Kings Counties

Local Union No. 26, Reno, Nevada

P.O. Box 26

Reno NV 89432

775-352-9226

JURISDICTIONS: Churchill, Douglas, Elko, Eureka, Humboldt, Lander, Lyon, Mineral, Nye (the Northern portion of the "First Standard parallel Line North of the 38 Latitude"), Ormsby, Pershing, Storey and Washoe Counties of Nevada

Local Union No. 88, Las Vegas, Nevada

2560 Marco Street

Las Vegas NV 89115

702-452-4799

JURISDICTIONS: Clark, Esmeralda, Lincoln, Nye (the Southern portion at the "First Standard Parallel Line North of the 38 Latitude") and Pine Counties of Nevada

Local Union No. 104, San Jose, California

2350 Lundy Place

San Jose CA 95131

408-263-9705

JURISDICTION: Santa Clara County

Local Union No. 104, San Leandro, California

1720 Marina Blvd

San Leandro, CA 94577

510-895-8660

JURISDICTIONS: Alameda and Contra Costa Counties

Local Union No. 104, Burlingame, California

959 Hinckley Road

Burlingame, CA 94010

650-697-0664

JURISDICTION: San Mateo County

Local Union No. 104, Castroville, California

11060 Commercial Parkway

Castroville, CA 95012

831-633-3585

JURISDICTIONS: Monterey, Santa Cruz and San Benito Counties

Local Union No. 104 Petaluma, California

610 East Washington Street, Suite C

Petaluma, CA 94952

707-763-6676

JURISDICTIONS: Marin, Sonoma, Napa, Solano, Lake and Mendocino Counties

Local Union No. 104 , Eureka, California

9th & E Street

Eureka, CA 95501

707-443-8158

JURISDICTIONS: Humboldt, Trinity and del Norte Counties

Local Union No. 105, Los Angeles, California

2120 Auto Center Drive
Glendora, CA 91740
909-305-2800

JURISDICTIONS: Kern, Inyo, Mono, Orange, Riverside,
Los Angeles and San Bernardino Counties

Local Union No. 105, Bakersfield, California

601 Eureka Street
Bakersfield, CA 93305
661-323-4461

JURISDICTION: Bakersfield

**Local Union No. 273, Santa Barbara,
California**

5949 Hollister Avenue, Suite B
Goleta, CA 93117
805-681-7166

JURISDICTIONS: Santa Barbara, San Luis Obispo and
Ventura Counties (Channel Islands-San Miguel, Santa Rosa,
Santa Cruz and San Nicholas)

Local Union No. 206, San Diego, California

4594 Mission Gorge Place
San Diego, CA 92120
619-265-0501

JURISDICTIONS: San Diego and Imperial Counties

Local Union No. 293, Honolulu, Hawaii

1405 North King Street, 4th Floor
Honolulu, HI 96817
808-841-5078

JURISDICTION: The Hawaiian Islands

Local Union No. 359, Phoenix, Arizona

2604 East Adams Street
Phoenix, AZ 85034
602-273-1388

JURISDICTION: The State of Arizona

**Local Union No. 104, San Francisco,
California**

1939 Market Street
San Francisco CA 94103
415-621-2930

JURISDICTION: San Francisco County

Sheet Metal Workers' National Pension Fund

Edward F. Carlough Plaza
601 North Fairfax Street, Suite 500
Alexandria, VA 22314
1-800-231-4622

**Sheet Metal and Air Conditioning Contractors
National Association**

Sacramento Valley Chapter
8880 Cal Center Drive, Suite 400
Sacramento, CA 95826
916-567-6637

www.smacnasac.org

BeneSys

2610 Crow Canyon Road
San Ramon, CA 94583-1547
925-208-9999

www.sheet162fringe.org

**Sheet Metal Workers' International
Association**

1750 New York Avenue, NW
Washington DC 20006
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