

# AGREEMENT

By and Between



**Sheet Metal Air Rail Transportation**

**Local Union 55**

And



**SIGNITORY CONTRACTORS  
OF  
SOUTHWESTERN IDAHO  
And  
SOUTHEASTERN OREGON**

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

Effective:  
6-1-2015  
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**STANDARD FORM OF UNION AGREEMENT**

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

**Sheet Metal Air Rail & Transportation  
Workers  
LOCAL UNION NO. 55**

Business Manager: John Merk  
Business Representative: Francis (JR) Finlay

5682 Albatros St., Boise ID 83705-4915  
Telephone: (208) - 362-5303  
Fax: (208)-362-3664

JURISDICTION: Boise, Idaho (jurisdiction: Ada, Adams, Blaine, Boise, Camas, Canyon, Cassia, Elmore, Gem, Gooding, Idaho, Jerome, Lincoln, Minidoka, Owyhee, Payette, Twin Falls, Valley, and Washington Counties in Idaho, Baker and Malheur Counties in Oregon

And  
**SIGNITORY CONTRACTORS  
OF  
SOUTHWESTERN IDAHO  
And  
SOUTHEASTERN OREGON**

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

# **STANDARD FORM OF UNION AGREEMENT**

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

Agreement entered into this 1<sup>st</sup> day of June, 2015 by and between the INLAND NORTHWEST SHEET METAL CONTRACTORS ASSOCIATION AND IDAHO CONTRACTORS ASSOCIATION, hereinafter referred to as the Employer, and LOCAL UNION NO. 55 of the Sheet Metal Air Rail and Transportation Workers hereinafter referred to as the Union.

### **ARTICLE I**

**SECTION 1.** This agreement covers the rates of pay and conditions of employment of all employees of the Employer engaged in but not limited to 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; and (f) all other work included in the jurisdictional claims of the International Association of Sheet Metal Air Rail and Transportation Workers.

### **ARTICLE II**

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

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

### **ARTICLE III**

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

## **ARTICLE IV**

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

## **ARTICLE V**

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

**SECTION 2.** 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 work assessment or service fees (excluding fines) from each week's pay of those employees who have authorized such deductions in writing, irrespective of whether they are Union members. Not later than the twentieth day of each month, the Employer shall remit to the designated financial officer of the Union the amount of deductions made for the prior month, together with a list of employees and their Social Security number for whom such deductions have been made.

## **ARTICLE VI**

**SECTION 1.** The regular working day shall consist of eight (8) hours labor in the shop or on the job between six (6) a.m. and four-thirty (4:30) p.m. and the regular working week shall consist of five (5) consecutive eight (8) hour days labor in the shop or on the job, beginning with Monday and ending with Friday of each week. All full time or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. Except as otherwise provided pursuant to Section 4 of this Article, all work performed outside the regular working hours and performed during the regular work week shall be at one and one-half (1 1/2) times the regular rate. Where conditions warrant, the regular work day may consist of ten (10) hours labor on the job and the regular work week of four (4) ten (10) hour days between Monday and Friday when mutually agreed between the Local Union and Employer. Employees shall be at the shop or project site at scheduled starting time each day and shall remain until quitting time.

**SECTION 2.** New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day or days locally observed as such by the State, and Saturday and Sunday shall be recognized as holidays. All work performed on holidays shall be paid as follows: holidays and Sundays shall be

paid at two (2) times the regular rate of pay; Saturday work shall be paid at one and one-half (1 1/2) times the regular rate of pay.

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

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

## **ARTICLE VII**

**SECTION 1.** When employed in a shop or on a job within the limits of fifty (50) miles, employees shall be governed by the regular working hours specified herein and shall provide for themselves necessary transportation within the said limits from home to shop or job at starting time and from shop or job to home at quitting time, and the Employer shall provide, or pay, for all necessary additional transportation during working hours.

**SECTION 2.** When employed outside of the limits specified in Section 1 of this Article, and within the jurisdiction of the Union, employees shall provide transportation for themselves which will assure their arrival at the limits specified in Section 1 of this Article at regular starting time, and the Employer shall provide or pay for all additional transportation for such jobs, including transportation from such job back to the limits specified in Section 1 of this Article which will assure arrival at such limits at quitting time. As an alternative to the foregoing method, travel expense may be paid by a zone or other method of payment. If this alternative method is used, it will be provided in a written addendum attached hereto. (Refer to Addendum 3) 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 disadvantage due to geographic location or to create artificial barriers against out-of-area contractors competitive.

## **ARTICLE VIII**

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

**SECTION 2.** On all work specified in Article I of this Agreement, fabricated and/or assembled by journeymen, apprentices, pre-apprentices, and/or classified sheet metal workers within the jurisdiction of this Union, or elsewhere, for erection and/or installation within the jurisdiction of any other collective bargaining areas or local union affiliated with the International Association of Sheet Metal Air Rail and Transportation Workers, whose established wage scale is higher than the wage scale specified in this Agreement, the higher wage scale of the jobsite Union shall be paid to the employees employed on such work in the home shop or sent to the jobsite.

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

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

**SECTION 4.** The provisions of Section 2 of this Article shall not be applicable to AIR POLLUTION CONTROL SYSTEMS fabricated for the purpose of removing air pollutants, excluding air conditioning, heating, and ventilating systems. In addition, the provisions of Section 2 of this Article will not be applicable to the manufacture of spiral pipe and fittings, except when such a provision is contained in the local union agreement or addendum to the SFUA.

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

**SECTION 6.** When the Employer has any work specified in Article I of this Agreement to be performed outside of the area covered by the Agreement and within the area covered by another Agreement with another local union affiliated with the International Association of Sheet Metal Air Rail and Transportation Workers and qualified sheet metal workers are available in such area, he may send no more than two (2) sheet metal workers per job into such area to perform any work which the Employer deems necessary, both of whom shall be from the Employer's home jurisdiction. All additional sheet metal workers shall come from the area in which the work is to be performed. Journeymen sheet metal workers covered by this Agreement who are sent outside of the area covered by this Agreement shall be paid at least the established minimum wage scale specified in Section I of this Article but in no case less than the established wage scale of the local Agreement covering the territory in which such work is performed or supervised, plus all necessary transportation, travel time, board and expenses while employed in that area, and the Employer shall be otherwise governed by the established working conditions of the local Agreement. If employees are sent into an area where there is no local Agreement of the International Association of Sheet Metal Air Rail and Transportation Workers covering the area then the minimum conditions of the home local union shall apply.

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

**SECTION 8.** Welfare benefit contributions shall not be duplicated. When sheet metal workers are employed temporarily outside the jurisdiction of their home local union, the parties signatory to this Agreement agree to arrange through the Health and Welfare Trust Fund to transmit health and welfare contributions made on behalf of the employee to the Health and Welfare Trust Fund in the employee's home local union.

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

When sheet metal workers are temporarily employed outside the jurisdiction of their home local union, the parties signatory to this agreement shall arrange to transmit any 401(k) contributions required to be made to a 401(k) plan where the work is performed to a 401(k) plan established for the employee's home local union, and/or to the National Supplemental Savings Fund, or allow it to remain in the Northwest Supplemental Pension 401 (K) Plan, per the employee's request. This obligation is conditioned upon a suitable reciprocity agreement being agreed to by the trustees of such plans.

**SECTION 9.** Wages at the established rates specified herein shall be paid weekly in the shop or on the job at or before quitting time on the established payday of each week, and no more than four (4) straight-time 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. Whenever an employee quits they will be paid on the next regular pay period.

**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) current dues rate per hour for each hour worked on and after the effective date of this agreement by each employee of the Employer covered by this Agreement. 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, 22021-1209, or for the purpose of transmittal.

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

(d). Grievances concerning use of IFUS funds for purposes prohibited under Section 12(a) or for violations of other subsections of this Section may be processed by the Sheet Metal Air Rail & Transportation Workers directly to the National Joint Adjustment Board under the provisions of Article X of this Agreement. In the event such proceeding results in a deadlock, either party may, upon ten (10) days' notice to the other party, submit the issue to final and binding arbitration. The Arbitrator shall be selected by the Co-Chairmen of the National Joint Adjustment Board. The Arbitrator shall be authorized to impose any remedial order he deems appropriate for violation of this Section, including termination of the Employer's obligation to contribute to the IFUS. The



authority of the Arbitrator is expressly limited to a determination of a deadlocked issue under this Section, (Section 12, Article VIII), and no other.

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

(b). The Employer shall pay to the Local Industry Fund, (.03) cents per hour for each hour worked on or after the effective date of this Agreement on each employee of the Employer covered by this Agreement. Payment shall be made monthly on or before the 20th 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 containing its balance sheet and detailed statement of annual 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 prescribed depository on the provided remittance report.

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, and 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 purposes of collection and transmittal through the prescribed depository on the provided remittance report.

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

designated by the Trustees of the NEMIC, or for purposes of collection and transmittal through the prescribed depository on the provided remittance report.

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 representative 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 Ten (10) days' notice of such delinquency by the trustees. The withdrawal of such employees from the service of the Employer shall not constitute a violation of any provision of this Agreement.

**SECTION 17.** The Employer shall comply with any bonding provisions governing local Funds that may be negotiated by the local parties and set forth as a written Addendum to this Agreement. The Employer shall likewise comply with bonding requirements established by the Trustees of the National Funds.

(a). 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.

(b). 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 two (2) consecutive months.

## **ARTICLE IX**

**SECTION 1.** Journeymen, apprentice, pre-apprentice and classified sheet metal workers covered by this Agreement shall provide for themselves all necessary hand tools. (See Addendum #1., Article XI, Section 15)

**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 to job to home at quitting time.

## ARTICLE X

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

**SECTION 1.** Grievances of the Employer or the Union, arising out of interpretation or enforcement of this Agreement, shall be settled between the Employer directly involved and the duly authorized representative of the Union, if possible. Both parties may participate in conferences through representatives of their choice. The 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 Employer's Association and both sides shall cast an equal number of votes at each meeting. The local Employer's

Association, on its own initiative, may submit grievances for determination by the Board as provided in this Section. Except in the case of a deadlock, a decision of the 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, P.O. BOX 220956, CHANTILLY, VA 22022-0956, OR 4201 LAFAYETTE CENTER DRIVE, CHANTILLY, VA 22021-1209.*** Notice of appeal to the Panel shall be given within thirty (30) days after termination of the procedures prescribed in Section 2 of this Article. Such Panel shall meet promptly but in no event more than fourteen (14) calendar days following receipt of such appeal, unless such time is extended by mutual agreement of the Panel members. Except in case of deadlock, the decision of the Panel shall be final and binding.

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

**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 opener become deadlocked in the opinion of the Union representative(s) or of the Employer(s) representative(s), or both, notice to that effect shall be given to the National Joint Adjustment Board. If the Co-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-Chairman of the National Joint Adjustment Board shall be promptly 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 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, telegram or telephone notification.

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

**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 Air Rail & Transportation Workers, the Sheet Metal and Air Conditioning Contractors National Association, Inc. and their representatives, are functioning as arbitrators and not as the representative of any entity that is party to such dispute. Therefore, they shall enjoy all the rights, privileges, and immunities afforded to arbitrators under applicable law.

## **ARTICLE XI**

**SECTION 1.** All duly qualified apprentices and pre- apprentices shall be under the supervision and control of a Joint Apprenticeship and Training Committee composed of an equal number of Trustees, half of which shall be selected by the Employer and half by the Union. There shall be a minimum of four Trustees, total. 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 the signatory Employers to the International Training Institute and any Local Joint Apprenticeship and Training Fund (JATC) will not be used to train apprentices or journeymen who will be employed by employers in the Sheet Metal Industry not signatory to a collective bargaining agreement providing for contributions to the International Training Institute and a Local JATC. Therefore, the trustees of the International Training Institute and Local JATC shall adopt and implement a Scholarship Loan Agreement Program which will require apprentices and journeymen employed by signatory Employers to repay the cost of training either by service following training within the union sector of the industry or by actual repayment of the cost of training if the individual goes to work for a non-signatory Employer in the Sheet Metal Industry. The cost of training shall include the reasonable value of all International Training Institute and Local JATC materials, facilities, and personnel utilized in training. If a Local JATC does not implement the Scholarship Loan Agreement, the Local JATC shall be prohibited from utilizing International Training Institute materials and programs.

**SECTION 4.** It is hereby agreed that the Employer shall apply to the Joint Apprenticeship and Training Committee and the Joint Apprenticeship and Training Committee shall grant apprentices on the basis on one (1) apprentice for each three (3) journeymen regularly employed throughout the year. Provided, however, an Employer will not be entitled to a new apprentice if the Employer has an apprentice on layoff for lack of work, and not more than thirty (30) apprentices and pre apprentices combined will be allowed to be employed at any time by the same employer except on approval from the Joint Apprenticeship Training Committee.

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

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

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

**SECTION 8.** The parties agree that concentrated apprenticeship training is preferable to night-schooling and urge the Joint Apprenticeship and Training Committee to implement concentrated training during the term of this Agreement.

The parties recognize that previous experience in the industry can be considered when evaluating and placing sheet metal workers into the apprenticeship program and the JATC shall work cooperatively with the

parties in establishing standards for placing employees into the program. The parties shall also address the need to provide continuity in health care for those workers entering the program with prior experience in the industry.

**SECTION 9.** The parties agree that career-long skill upgrade training is necessary for an effective workforce and agree to undertake those measures available to them to encourage continuing training for sheet metal journeymen.

## **ARTICLE XII**

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

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

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

The wage scale for pre-apprentices shall be forty four percent (44%) of the wage rate of journeymen sheet metal workers. Northwest Health and Welfare or Allied Metal Crafts coverage shall be arranged on behalf of the pre-apprentices by the parties on the 181<sup>st</sup> day of employment. Pre-apprentices shall receive forty five percent (45%) of wages after 181 accumulative days of employment within an eighteen (18) month period unless the pre-apprentice resigns his/her position. If he/she resigns, or is terminated, then, becomes re-employed, the six months starts over.

**SECTION 2.** Pension contributions provided for pre-apprentices are defined in Addendum 1.

## **ARTICLE XIII**

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

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

Classified workers may perform any work covered by Article 1 of which they are capable and will work under the general direction of a journeyman. The wage rate and benefits for classified workers shall be designated in Addendum 1.

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**

**SECTION 1.** SMACNA and the SMART are committed to promoting productive and cooperative labor-management relations. In furtherance of this goal, the local Employers' association and local Union agree to

establish a labor-management committee which shall meet on a regular basis, but not less often than quarterly, to discuss industry issues of mutual concern. Such committees will strive to improve communications, understand and respond to industry direction and trends, and resolve common issues collaboratively.

## ARTICLE XV

**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

**SECTION 1.** Addendum One (1) Article One (1) attached hereto shall become effective on the 1st day of June, 2015 and remain in full force and effect until the 31<sup>st</sup> day of May, 2020 and shall continue in force from year to year thereafter unless written notice of reopening is given not less than ninety (90) days prior to the expiration date. This Agreement and Addendums Two (2) and Four (4) attached hereto shall become effective on the 1st day of June, 2015 and remain in force and effect until the 31st day of May, 2020, and shall continue in force from year to year thereafter unless written notice of reopening is given not less than ninety (90) days prior to the expiration date. In the event such notice of reopening is served, the 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.

If, during the term of this agreement, including any renewal or extension of this agreement, the parties are provided with one or more schedules under Section 305 of the Employee Retirement Income Security Act of 1974 (ERISA), as amended by the Pension Protection Act of 2006, because of an actuary's certification that the Sheet Metal Workers' National Pension Fund (NPF) is in critical or endangered status for a plan year, except where the agreement provides for the automatic allocation or reallocation of the wage and fringe-benefit package, the parties will reopen this agreement solely for purpose of adopting one of the schedules provided by the NPF under its Rehabilitation Plan or Funding Improvement Plan, as applicable.

The parties agree that a schedule describe above will be deemed to be adopted automatically if, in accordance with this agreement, the Union allocates or reallocates a portion of the wage and fringe-benefit package sufficient to cover fully any increases in contribution rates to the NPF under that schedule.



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

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

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

By: \_\_\_\_\_  
(Officer or Representative, Contractor/Employer Association)

By: \_\_\_\_\_  
(Officer or Representative, Local Union/International Association)

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

**ARTICLE I**

**SECTION 1. Rates of Pay**

*See Wage Sheets*

**ARTICLE II**

**ZONE PAY/SUBSISTANCE**

**SECTION 1.** Zone Pay & Subsistence shall be established from the contractor's primary place of business. Out of town signatory contractors zone pay shall be established from the Union Hall at 5682 Albatros, Boise, ID. (With the understanding no signatory contractor having advantages over one another)

**SECTION 2.** Zone Pay is based on road miles - no secondary roads. Within the fifty (50) mile Free Zone, the employee shall leave the shop at starting time and leave the job at quitting time when the employee is required to report to the shop and not the job. The employee is not expected or required to load or unload Company materials, tools, or equipment from the Company trucks or equipment at the close of the shift upon return to the Company premises. When employees are directed to report to the shop and drive Company vehicles to a designated job within a higher travel zone and such employee reports back to the shop within the eight (8) hour work shift, he shall not be entitled to travel zone pay. **CLARIFICATION OF INTENT:** Any employee leaving the shop at 8:00 a.m. and returning to the shop by 4:30 p.m. shall not be entitled to travel Zone Pay because he is being paid for all travel time involved within the eight hour period.

**SECTION 3.** It is clearly understood and agreed that the Employer shall furnish all transportation under the provisions of the travel zone. The following amounts are to be considered premium rates over the employee's applicable wage rate per hour, and it is understood that all travel time shall be at eight percent (80%) of the strait time full building trades rate outside the regular work hours.

<u>ZONE</u>	<u>AMOUNT</u>
A-Zero to Twenty-five miles 0-50	Free
B-Fifty to Sixty-five miles 50-64.9	\$1.55
C-Sixty Five or more miles	\$65.00 Subsistence

Mountain Home AFB and, within the city limits of Ontario Oregon are considered free zone areas with transportation provided.

**SECTION 4.** Any employee required to work on a job in the subsistence zone for his or her employer shall receive a minimum of \$65.00 per day worked.

**SECTION 5.** The employer may elect to pay subsistence to any employees on any job, regardless of the distance from his shop, in lieu of travel zone pay where particular conditions dictate the necessity of this action.

**SECTION 6.** Mileage shall be paid at the highest IRS allowable rate per mile for the use of the employee's own personal vehicle.

**SECTION 7.** When an employee is required to report to a subsistence job, he/she shall receive the straight time full building trades rate for travel to that job the first time in and upon completion of the job, one time out.

**SECTION 8.** An Employer and the Union may, choose to negotiate to, provide housing for the Employees and an agreed amount per day for food allowance. However, if an Employee prefers, he/she may choose to receive subsistence consistent with the provisions in this Addendum, as long as this decision is made prior to agreeing to company provided lodging and in lieu of company provided lodging.

**ARTICLE III N/A**

**ARTICLE IV N/A**

**ARTICLE V N/A**

## **ARTICLE VII**

### **NORTHWEST SHEET METAL WORKERS'**

#### **HEALTH CARE AND PENSION FUNDS, SUPPLEMENTAL PENSION FUND,**

#### **NATIONAL PENSION FUND, VEBA, AND SASMI**

**SECTION 1 – Trust Contributions and Working Dues Check-off:**

**Health and Welfare, Pension Plans, Local Industry, Local Training and National Training Trust Funds, and Working Dues Check-off.**

A. The employer and the union hereby agree to be bound by the terms and provisions of the following trust agreements and the amendments heretofore and hereafter adopted:

Northwest Sheet Metal Workers Supplemental Pension Fund (401k)

Northwest Sheet Metal Workers Health and Welfare Trust Fund

Northwest Sheet Metal Workers VEBA Plan

Northwest Sheet Metal Workers Pension Trust Fund

Sheet Metal Workers National Pension Fund (Plan A) Trust (Dated May 16, 1966)

Southwest Central Idaho Sheet Metal Workers Education Training Trust Fund (Dated September 4, 1975)

Stabilization Agreement of the Sheet Metal Industry Fund

B. The parties agree to accept as their representative the Trustees presently serving as trustees on the above-mentioned trusts, and their duly appointed successors.

C. The signatory Employer agrees to pay the amounts shown in Addendum #1 of this Agreement for all hours worked, for all employees under the jurisdiction of the Union to the appropriate above-mentioned

trusts. The payments shall be made monthly and are due and payable by the 20th of the month following the month for which the work has been performed. All of the contributions become delinquent if not paid in full by the 25th of the month after the month work (5 days after the due date) or in the case of the Educational Training Trusts, by the 15th of the following month after the month of work. Such contributions shall be deposited in the account of the Trust Funds as designated by the Boards of Trustees.

D. The Parties to this Agreement have adopted the NPF's Default Schedule as in effect when the Collective Bargaining Agreement is entered into and as amended and is applicable. The Employer will Contribute to the Sheet Metal Workers' National Pension Fund at the hourly Contribution Rates set forth in this Agreement, and in accordance with the Default Schedule and the NPF's Trust Document. The Default Schedule and the NPF Trust document are incorporated into this Agreement and form a part of this Agreement. The Employer will pay its required monthly NPF contributions on or before the 20<sup>th</sup> day of the month, after the month in which Covered Employment was preformed, via the Fund's on-line reporting and remittance system.

**SECTION 2. Local Apprenticeship Fund** It is hereby agreed, by and between the parties to the Agreement that the contribution rate for the Local Apprenticeship Fund shall be as specified in Article I, Section 1. of this Addendum.

**SECTION 3. SASMI** The Employer agrees to be signatory to the Stabilization Agreement of the Sheet Metal Industry Trust Fund and shall make periodic payment to the Trust Fund based on the affected Employee's "Gross Earnings" in accordance with the provisions of the agreement. "Gross Earnings", for the purpose of this Agreement shall mean:

- A. Total wages paid to an employee by the Employer which are reportable by the employee for federal income tax purposes, and
- B. Any and all contributions paid by such Employer on behalf of the employees to a pension and/or health and welfare fund. (See Article I - Wages- of this Addendum)
- C. The Employer hereby agrees to contribute to the SASMI Trust on behalf of his employees, but under no circumstances shall be held liable for the operation, administration or disbursement of monies thereof.
- D. The Employer shall make contributions monthly on the Sheet Metal Workers Remittance Report provided by the Union directly to SASMI, 8403 Arlington Blvd., Suite 310 Fairfax, VA 22031-4601.
- E. The local union and the employer agree to adopt the National SASMI Trust Agreement and the SASMI Rules and Regulations promulgated thereunder.

## **ARTICLE VIII**

### **COLLECTION PROCEDURES FOR ALL FRINGE BENEFITS AND INDUSTRY FUND**

**SECTION 1.** Insofar as payments by the Employer to the Trust Funds are concerned, time is of the essence. The parties recognize and acknowledge that the regular and prompt payment of contributions due the Trust Funds is essential to the stability of the Fund and to the prompt payment of benefits and that it would be extremely difficult, if not impracticable, to fix the actual expenses and damages to the Funds which will result from the failure of the Employer to make payments in full timely. A delinquent Employer shall be obligated for liquidation damages in the amount of \$25.00 for each monthly failure, or 10% of the amount due and unpaid,

Whichever is greater, in addition to the full amount of the delinquency owing and 8% per annum interest for all amounts owing from the due date of such contributions until they are paid. In the case of the Educational Training Trusts, the delinquent Employer shall be obligated for liquidation damages in the amount of 5% of the amount due and unpaid, in addition to the full amount of the delinquency owing and 1% per month interest for all amounts owing from the due date until they are paid.

**SECTION 2.** It is also agreed that in the event the Union, or the Boards of Trustees, retain legal counsel for the purpose of enforcing the payment of delinquent contributions and liquidated damages owing to the Trust Funds, the delinquent Employer shall be obligated for all reasonable expenses incurred in connection with the collection effort, including reasonable attorney's fees, accountant's fees, cost of attachment bonds, court costs, etc.

**SECTION 3.** In the event any person subject to this Agreement suffers loss in benefits under the Pension Plan as a result of an Employer's delinquency in payments, such Employer shall be liable for the actuarial equivalent of the Pension Benefits which the employee lost plus such sums as may be required for the legal collections of said benefits. In the event any person subject to this Agreement has a claim for benefits under the Health Employer shall be liable for an amount equal to said claim plus such sums as may be required for the legal collections of said claim.

**SECTION 4.** A delinquent contractor shall be required to post cash or a surety bond in the amount of three (3) month's contributions as estimated by the Union.

**SECTION 5.** The signatory contractor agrees to mail Northwest Health Care and Northwest Pension contributions directly to Northwest Sheet Metal Workers Health Care Trust, P.O. Box 5433 Spokane, WA 99205. Also Local Union 55 PAL, Local Training, Initiation Fees, Administrative Fees, Working Assessments, and Equality Fund/Youth to Youth are mailed to the Northwest Sheet Metal Workers Health Care Trust.

#### **UNION CHECKOFF**

**SECTION 6.** The Employer agrees to deduct sixty-two cents (\$0.62) per hour from the pay of bargaining unit employees upon written authorization from the employee for the funding of an **Equality/ Youth to Youth fund**. The Employer further agrees to deduct these amounts from each weekly paycheck received by said employees and to promptly remit these amounts monthly to the Business Manager/Financial Secretary-Treasurer of the Union, together with a list of names of all employees to whom such monies are to be credited. An authorization from an employee shall remain in effect for one (1) year from the date of the authorization, or for the remaining term of this Agreement, if less than one (1) year, and from year to year thereafter, unless the employee gives written notice to the Employer during the ten (10) days prior to the anniversary date of the employee's authorization or the expiration date of this Agreement.

**SECTION 7.** The Employer agrees to deduct the working dues percentage of total package wages from the pay of bargaining unit employees to include, Journeymen, Classified Workers, Apprentices, upon written authorization from the employee. The working dues percentage of total package wages, governed by local by-laws, as of the effective date of this contract is **1.5%**. All bargaining unit pre-apprentice employees pay an Administrative Fee of ten cents (\$0.10) per hour worked. If changes occur the Local Union will notify the Employer in writing. The Employer further agrees to deduct these amounts from each weekly paycheck received by said employees and to promptly remit these amounts monthly to the Business Manager/Financial Secretary-Treasurer of the Union, together with a list of names of all employees to whom such monies are to be credited. An authorization from an employee shall remain in effect for one (1) year from the date of the authorization, or for the remaining term of this Agreement, if less than one (1) year, and from year to year thereafter, unless the employee gives written notice to the Employer during the ten (10) days prior to the anniversary date of the employee's authorization or the expiration date of this Agreement.

## **PAL CHECK OFF**

**SECTION 8.** During the life of this contract the Employer agrees to deduct from the net wages of the employees a two cent (\$0.02 cent) PAL (Political Action League) hourly contribution, this two cent (\$0.02) deduction is based upon hours worked. The PAL check-off listed under the PAL check-off column on the Monthly Remittance Reports and included in the payment mailed to the prescribed depository.

**SECTION 9.** It is hereby agreed upon that the Local Union Office will maintain the voluntary authorization procedure necessary to withdraw the PAL check-off amount from the Employee's taxable wage. A voluntary authorization by the Employee must be completed. The local union office will forward that amount to PAL, Political Fund and/or AFL-CIO COPE for the purpose of political contributions and expenditures in connection with Federal, State and Local elections.

**SECTION 10.** It is understood that Sheet Metal Workers Local Union #55 of Boise, Idaho is affiliated with the Southwest Idaho Eastern Oregon Building and Construction Trades Council and that such affiliation is for the purpose of receiving and giving aid in economic matters. It is therefore agreed that it shall not be a violation of this Agreement for employees to refrain from working behind bona fide picket line approved by the Building and Construction Trades Council, or on jobs where non-union building tradesman are employed. Conditions that may arise out of the application of this of the Standard Form of Union Agreement. It is understood that the intent of the parties' signatory to the Agreement is to apply the provisions of this Section to the mutual interests of the parties. Employee shall remain in effect for one (1) year from the date of the authorization, or for the remaining term of this Agreement, if less than one (1) year, and from year to year thereafter, unless the employee gives written notice to the Employer during the ten (10) days prior to the anniversary date of the employee's authorization or the expiration date of this Agreement.

## **ARTICLE IX N/A**

### **ARTICLE X** **JOINT ADJUSTMENT BOARD**

**SECTION 1.** Both parties of this Agreement hereby agree to establish a Joint adjustment Board to the end of strengthening and protecting the Sheet Metal Industry. This Committee shall consist of three (3) Representatives from the Union and three (3) representatives from the employers. The Committee shall meet quarterly or as determined. Special meetings are subject to call. The Committee shall be empowered to take up such matters as they deem necessary to carry out the intent of both parties to this Agreement, including the protection of the jurisdictional awards of the Sheet Metal Industry. The Chairman and the Secretary shall be selected from members of the Committee.

### **ARTICLE XI** **DISPATCHING PROCEDURE**

**SECTION 1.** It is mutually understood by and between the parties signatory to this Agreement that it is necessary to maintain an efficient system of production in the industry, to provide an orderly procedure for referral of journeyman, apprentices, pre-apprentices, classified sheet metal workers, and applicants for employment in the industry, and to protect and preserve the legitimate interests of employees, in their employment. The following conditions shall govern all referrals of applicants, for employment for classifications within the scope of this Agreement.

**SECTION 2.** The Employer shall requisition employees who are to be employed in the bargaining unit from the Union hiring hall. When requesting applicants the Employer shall submit in writing indicating the

number of applicants desired. After all requirements for the employer have been met, the location of the job site, the reporting date and time, the representative of the Employer to be contacted on the job site, and any special qualifications required of positions to be filled. The Employer has the right, when requesting employees from the union dispatch office, to request by name.

**SECTION 3.** The Union shall use best efforts to furnish upon request by the Employer, duly qualified Sheet Metal Workers in sufficient numbers as may be necessary to properly execute work contracted for by the Employer in the manner and under the conditions specified in the Standard Form of Union Agreement and Addendums to the Standard Form Union Agreement. The Union shall select and refer qualified applicants for employment without discrimination by reason of race, color, religion, national origin, age, sex, membership or non-membership in the Union.

**SECTION 4.** “Qualified journeymen” shall be those journeymen who have either:

- (a) Worked at least \* 8000 hours as a journeyman Sheet Metal Worker in the building trades; or
- (b) Successfully completed a 4-year apprenticeship program in the Sheet Metal Trade which is approved by the Bureau of Apprenticeship and Training, United States Department of Labor, or the Idaho State Division of Apprenticeship Standards;
- (c) And also have licensed themselves per Idaho Division of Building Safety requirements to qualify themselves to complete the tasks assigned. The Employer may waive this requirement.

**SECTION 5.** “Qualified apprentices” shall be those apprentices under the supervision and control of the Southwest Central Idaho Sheet Metal Workers Joint Apprenticeship and Training Committee.

**SECTION 6.** “Qualified pre apprentices” shall be those pre apprentices who are at least seventeen (17) years old and who have made application for apprenticeship with the Southwest Central Idaho Sheet Metal Workers Joint Apprenticeship and Training Committee.

**SECTION 7.** “Qualified Classified Workers”

**SECTION 8.** The Union shall maintain a register of qualified applicants for employment established on the basis of the groups listed below. Applicants for employment shall be registered in the highest priority group for which they qualify, and qualified applicants shall be dispatched as journeymen, apprentices, pre-apprentices, or classified sheet metal workers, in the following order of preference, in chronological order by date of registration within each group:

GROUP A (Journeymen) - All other qualified journeyman applicants for employment.

GROUP B (Apprentices) - All qualified apprentice applicants for employment.

GROUP C (Pre-apprentices) - All qualified pre apprentice applicants for employment.

GROUP D (Classified Worker) - All Classified applicants for employment.

**SECTION 9.** Applicants seeking referral must register in person at the local Union office. Upon initial registration, each applicant shall be required to furnish registration data including, but not necessarily limited to, social security number, employment history and description of specific skills and training acquired. No applicant shall be registered until becoming qualified, as defined herein, and the burden of providing adequate proof of qualification to be listed in Group A, B, C, D shall be on the applicant.

**SECTION 10.** If the Union fails to furnish the requisitioned employee(s) within forty-eight (48) hours after the requisition is made to the Union, the Employer may secure such employee(s) from any other source available, provided that the Employer shall notify the Union of any employee so hired within a twenty-four (24) hours of such employment. Additionally, or alternatively, the Employer may submit a written request to the Union for qualified applicants from the out of work list of the Sheet Metal Air Rail & Transportation Workers, subject to the terms and conditions of the applicable SASMI Trust Agreement governing the referral of applicants from that list.

**SECTION 11.** The Employer shall have the right to reject any applicant for employment, provided that the Employer shall provide the applicant and the Union with written notice within twenty-four (24) hours of the rejection.

**SECTION 12.** The Union shall not refer the Employer any former employee whose employment was terminated for cause with an ineligible for rehire termination slip, setting forth the cause for termination, provided to both the employee and the Union at the time of termination. Unless, otherwise indicated on the ineligible for rehire termination slip, such as employee shall be deemed ineligible for referral to the Employer for a period of six (6) months following his/her employment termination.

**SECTION 13.** It is recognized that the operation of the hiring hall entails considerable expense and that members of the Union contribute toward that expense through the payment of union dues each month. Since the hiring hall is available to members and non-members on an equal basis, however, justice requires that non-members contribute their fair share also, which is estimated to be \$55.00 per month for journeymen, \$25.00 per month for apprentices, \$40.00 per month for Classified Workers, and \$15.00 per month for pre apprentices. Therefore, it is agreed that all non-members who wish to use the services of the hiring hall, shall as a condition of doing so, contribute to its operation in the amounts set forth above for each month in which they either work one (1) or more days or their name appears on the out-of-work list for one (1) or more days. Initially, such payment shall be required prior to, and as a condition of registration. Any individual utilizing the services of the hiring hall who fails to continue the payment as provided for in this section shall be terminated from employment, if then employed, of barred from registration, or both.

**SECTION 14.** Any applicant who is referred to work on three (3) consecutive calls of ten (10) or less days' work shall have his/her name placed on the bottom of the applicable out-of-work list. An applicant's name shall be removed from the Union's out-of-work list in the event:

- a.) He or she is continually employed for two (2) calendar weeks with a Signatory Employer; or
- b.) He or she fails to contribute toward the expense of operating the hiring hall, as set forth in Section 13, above.

It shall be the responsibility of all applicants who have been previously referred to re-register in person at the local Union office if they desire to be placed on the Union's out-of-work list again. Prior to being allowed to re-register, any applicant who is not currently contributing to the operation of the hiring hall through the payment of Union dues shall be required to pay the applicable monthly hiring hall fee, as set forth in Section 13. Additionally, any applicant who has previously been terminated from employment, barred from registration, or removed from the Union's out-of-work list, for failure to contribute to the operation of the hiring hall, shall as a further condition of re-registration, be required to pay any and all delinquent hiring hall fees due and owing.

**SECTION 15.** Journeyman, apprentice, pre-apprentices, and classified covered by this Agreement shall provide for themselves all necessary hand tools. Employees will not be required as a condition of employment to



furnish tools other than the required tools listed below: Employees shall purchase Union made or USA made hand tools:

**Pre-apprentice tool list shall consist of:**

1 pair snips-left cut	1, steel tape measure
1 pair snips-right cut	1, 8" screwdriver
1 sheet metal hammer	1, 9/16 combination open end/box wrench

**Journeyman/HVAC mechanic, apprentice and classified workers tool list shall consist of:**

1 pair snips-left cut	1 set allen wrenches
1 pair snips-right cut	1 8" screwdriver
1 pair bulldog snips	1 stubby screwdriver
1 pair combination snips	1 8" phillips screwdriver
1 set trammel points	1 pair dividers, 8"
1 sheet metal hammer	1 or 2 scratch awls
1 small Whitney Punch & dies	1 hacksaw
1 pair tongs	4 pair vise grips
1 small dolly	1 steel tape
1 50' steel tape measure	2 crescent wrenches 10"& 6"
1 plumb bob and chalk box	1 pipe crimper
1 small level not to exceed 18"	1 cold chisel
1 pair square nose pliers	
1 9/16 combination open end/box wrench or a ratchet & 9/16 socket	

**SECTION 16.** Journeyman and apprentice sheet metal workers covered by this Agreement shall not be required or permitted to lease, rent, or in any way loan his or her automobile, truck, welding machines, or any other material or equipment to his or her employer, or any other employer signatory to this Agreement.

**ARTICLE XII N/A**

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

**Purpose:**

It is agreed that it is in the best interest of labor, management, and the sheet metal industry, when contract negotiations are settled by the parties' signatory to this agreement. Periodically mediation and/or arbitration are needed to settle certain articles and sections of the collective bargaining agreement. Regionally located sheet metal industry mediators/arbitrators panelists serve the parties well because they are familiar with the area conditions and markets. Therefore, the following provisions shall apply to this agreement.

**Mediation and Arbitration provisions:**

1. Any controversy or dispute arising out of the failure of the parties to negotiate a renewal of this agreement shall be settled as hereinafter provided.

2. Should the negotiations for a renewal of this Agreement or negotiations regarding a wage/fringe re-opener become deadlocked in the opinion of the Union representative(s) or of the Employer(s) representative(s), or both, the parties' shall request Local Mediator/Arbitrators. It is further understood that the request for services of Local Mediator/Arbitrators must be made timely enough to not interfere with the timely provisions of Article X Section 8. Nothing in this agreement shall prevent the parties from continuing the negotiations process after the request for Local Mediator/Arbitrators has been made.

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

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

- A. The union and the employer shall each select one (1) sheet metal or industry representative to serve as their representative or Local Mediator/Arbitrators. The union and the employer shall each independently be responsible for the total expense of their selected representative.
- B. No representative may be selected that is legally connected to the terms and conditions of the collective bargaining agreement being renegotiated. (Example) Ownership or supervision of a company signatory to the agreement being renegotiated, or person currently working under the terms and conditions of the agreement being renegotiated.

5. Within seven (7) days the Local Mediators/Arbitrators shall be selected. The selected Local Mediators/Arbitrators shall within seven (7) days select a meeting location and times that the issues will be heard. The seven (7) day time frame may be extended by mutual agreement of the Local Mediators/Arbitrators.

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

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

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

9. It is the intent of both parties that utilization of the national joint adjustment board will be the final step in the contract adjudication process.

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

**ARTICLE XIV**  
**SHIFT WORK**

**SECTION 1.** Shift work will be permitted provided five (5) consecutive days of shifts are worked on the following basis:

- a.) Swing Shift, shall consist of seven and one-half (7 1/2) hours between 4:30 p.m. and 12:30 a.m. The employees working this shift shall be paid eight times the straight time hourly wage plus Seventy-five cents (\$0.75) per hour per shift. In any event, this shift shall start no later than 6:00 p.m. Overtime for this shift shall be paid for at one and one-half (1 1/2) times the shift rate of pay.
- b.) Graveyard Shift shall consist of seven (7) hours work between the hours of 12:30 a.m. and 8:00 a.m. Employees working this shift shall be paid eight (8) times the straight time rate plus one-dollar (\$1.00) per hour per shift. In any event, this shift shall start no later than 2:00 a.m. Overtime for this shift shall be paid for at double time the shift rate of pay.
- c.) When work is required in occupied buildings after the close of the regular business hours, workmen who have not been employed in the regular shift immediately proceeding may be employed during a swing shift of eight (8) hours at the rate of eight percent (8%) above the employee's applicable rate of pay. Swing shifts to start no later than 6:00 p.m. Overtime on the above-mentioned shift shall be paid at double time the shift rate of pay.
- d.) The Employer may establish a four (4) day, ten (10) hour shift exclusive of the (30) minute unpaid lunch period at the straight-time rate. The starting time shall be between 6:00am and 8:00am. Forty (40) hours per week shall constitute a week's work Monday through Thursday. In the event a job is down due to weather conditions, Holiday or other conditions beyond the control of the employer, then Friday may, at the option of the employer, be worked as a makeup day a minimum of eight (8) hours will be scheduled and worked, weather permitting. Straight time is not to exceed ten (10) hours a day or Forty (40) hours per week. Starting time will be designated by the employer; the Union will be advised of the starting time.  
Employees who inform their Employer on Thursday that do not wish to work Friday as a makeup day will not be penalized.
- e.) Shift Break: On overtime work consisting of eight (8) hours or more or a combination of overtime and straight time consisting of eight (8) hours or more, straight time may not be reverted to without an eight (8) hour break.

**ARTICLE XV**  
**FOREMEN**

**SECTION 1.** It is the intent of both parties to this Agreement that the term "foreman" shall mean any journeyman union employee of any employer signatory to this Agreement who is designated by such employer to supervise the activities of other journeyman and apprentice sheet metal workers. Job or shop shall be interchangeable for the purposes of the Article.

**SECTION 2.** The Employer shall designate one (1) Foreman when three (3) men are employed on one or more jobs that the foreman is supervising, accumulatively over five days; two (2) foremen when twelve men are employed on one job; three (3) foremen when eighteen men are employed on one job and for every six (6) men employed thereafter on one job or shop there will be an additional foreman.

**SECTION 3.** The employer shall designate a general foreman when more than two (2) foremen are employed by the Employer, and one (1) additional general foreman for every thirty-five (35) men employed thereafter.

**SECTION 4.** All designated foremen on jobs or shop shall receive a minimum of 8% premium above the Journeyman taxable rate per hour. All general foremen designated on jobs or shop shall receive 12 ½% premium above the Journeyman taxable rate per hour.

**SECTION 5.** It is understood and agreed that the Employers shall be permitted to hire a supervisory employee to oversee three or four jobs: such supervisory employees shall not be allowed or permitted to work with the tools of the trade or replace any union job foreman or general foreman under any circumstances.

**ARTICLE XVI**  
**PRE APPRENTICES**

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

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

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

The wage scale for pre-apprentices shall be forty percent (44%) of the wage rate of journeymen sheet metal workers. Northwest Health and Welfare or Allied Metal Crafts coverage shall be arranged on behalf of the pre-apprentices by the parties. Pre-apprentices shall receive forty five percent (45%) of wages after six (6) accumulative months of employment within an eighteen (18) month period unless the pre-apprentice resigns his/her position. If he/she resigns, or is terminated, then, becomes re-employed, the six months starts over.

**SECTION 2.** Pension contributions provided for pre-apprentices are defined in Addendum 1.

**ARTICLE XVII**  
**BUSINESS AGENTS, STEWARDS**

**SECTION 1.** Authorized representative of the Union shall have access to all jobs where employees covered by this Agreement are employed, providing they do not unnecessarily interfere with the employees or cause them to neglect their work. When a known problem exists on the job, the Union representative will contact the office of the employer before contacting the job, whenever circumstances will permit.

**SECTION 2.** The first journeyman on the job shall be Steward until one has been appointed. The employer shall be notified in writing of such appointment or change of appointment.

**SECTION 3.** Job and Shop Stewards shall be allowed a reasonable time for the performance of their duties, and in no case shall a Steward suffer discrimination because of such performance of duties.

**SECTION 4.** The Steward shall attempt to settle all disputes with the Employer or his representative. Upon failure to settle such dispute, the Steward shall notify the Business Representative or Business Manager of the Local Union. The Representative or Business Manager of the Local Union shall contact the employer involved. If not then resolved, the dispute shall be referred to the Joint Adjustment Board for handling in accordance with grievance procedures.

**SECTION 5.** A Steward shall be a working journeyman appointed by the Business Manager or Business Representative of the Local Union, who shall, in addition to his work as a journeyman, be permitted to perform at other times. The Union agrees that such duties shall be performed as expeditiously as possible, and the Employer agrees to allow the Steward a reasonable amount of time for such duties.

**SECTION 6.** On any job where overtime is worked, the Steward shall be notified before such overtime is worked whenever possible.

**SECTION 7.** On large construction jobs where the sheet metal contractor must install or maintain work coming under the jurisdiction of the Sheet Metal Air Rail & Transportation Workers at overtime rates of other shifts, there shall be a Steward assigned to the work.

**SECTION 8.** Should an employee get hurt or sick on the job, the Steward shall take care of his personal belongings and see that the employee is properly cared for. He shall notify the Business Representative by telephone of all accidents on the job.

**SECTION 9.** The employer shall notify the Business Representative or Business Manager of an unsatisfactory performance of the Steward. If the Steward is terminated for any reason, the Union shall be first notified in writing, including the reason, and the Union shall be given the opportunity to replace the Steward if necessary. The Steward shall be the last person on the job whenever circumstances on the job will permit compliance with this provision.

**SECTION 10.** No employer shall dismiss any employee for making a complaint or giving evidence with respect to any alleged violation of this Agreement or working rules, provided the employee follows the complaint procedure in Section 4 of this Article.

**SECTION 11.** Whenever the work requirements on a job require the reduction of force, a Job Steward shall receive at least 24 hours' notice prior to any lay-off. Job or shop shall be interchangeable terms for this Article.

**ARTICLE XVIII**  
**MISCELLANIOUS**

**SECTION 1.** There shall be supplemental hazard pay as follows: On jobs where employees are required to work from trusses, scaffolds, frames, ladders, bosun chairs, etc., or on open structures, towers or open pits, etc., a distance of thirty (30) feet or more from the bottom, ground, or floor, they shall be paid one dollar and seventy-five cents (\$1.75) per hour above the regular rate of such work. Whenever it is possible for a workman to fall thirty (30) feet or more from the place he is working, while working from or on any of the above-described structures or devices, it shall be considered as hazardous and shall be paid at one dollar and seventy-five cents (\$1.75) per hour above the regular rate. The above enumeration is not exclusive. This applies to employees and supervisors only when performing their duties in the hazardous area. Hazard Pay (high pay) will not be paid when an employee is

working on a mechanical man-lift, snorkel or OSHA approved scaffold or, when on a roof not required to be tied off per OSHA standards regardless of structure height.

A. Supplemental hazard pay of one dollar and seventy-five cents (\$1.75) per hour shall be paid to any employee who is required to work in an area where epoxy resins or other injurious chemicals are being applied. Hazard Pay will be paid to all employees who are cutting, or grinding, rigid fiberglass duct. No hazard pay to be paid for working with fiberglass duct board.

B. Prior to any employee working around chemicals, written notice shall be served to the employees of 1) exactly what the chemical or chemicals are; 2) what safety precautions should be taken; and 3) provide proper safety equipment if necessary.

**SECTION 2. UNION LABEL** - During compliance with all of the provisions of this agreement, the Company will display the appropriate Union Label of the Sheet Metal Workers' International Association on all items produced exclusively under the terms of this Agreement. The Company agrees that all Union labels shall be the property of the Union and said permission to display the Union labels may be revoked by the Union for causes the Union deems adequate.

**SECTION 3. MANAGEMENT RIGHTS** The Union recognizes the exclusive right of the Employer to manage the affairs of the Company and to direct its working forces except to the extent inconsistent with the terms of this Agreement. Such employer rights shall include: the right to promote and transfer to discipline, suspend, demote or discharge employees for cause; and to determine work assignments and specification of methods and procedures, including safety.

**SECTION 4. PAYROLL** Any employer who issues insufficient-funds payroll checks will be required after the first offense, to pay employees in cash until the Local Union approves the issue of the employer's check. The Local Union shall have the right to request and obtain a certified payroll covering hours of labor, wage rates, and number of employees involved in fabricating and/or assembling materials outside or within the jurisdiction of Sheet Metal Workers Local 55.

**SECTION 5. NON BARGAINING EMPLOYEES** - No more than two (2) relatives of owners who might logically succeed to ownership may assist journeymen sheet metal workers in the shop at any one time. In no case will they be permitted to replace a journeyman sheet metal worker or a registered apprentice.

A. It is understood and agreed that shops may employ certain individuals who are not sheet metal apprentices or sheet metal workers for the express purpose of cleaning up the shop premises and offices and performing similar tasks that do not conflict with the work of the sheet metal workers or apprentices, nor perform work with the tools of the trade.

B. Shops may employ an individual for delivery, clean-up, stocking, distribution of material, or maintenance of equipment. It is understood and agreed that said individual may not work with the tools of the trade for the purposes of fabrication, erection or installation or work generally done by unit employees.

## **ARTICLE XIX**

### **QUALIFICATION OF CONTRACTORS**

**SECTION 1.** In order to become signatory to the Sheet Metal Air Rail & Transportation Workers Local No. 55 agreement, a contractor must qualify in the following respects:

A. He must have an established place of business open to the public, containing a set of sheet metal tools and equipment necessary to do his line of work and must have a listed business phone, proper sanitation facilities and drinking water.

B. He must employ at least one journeyman sheet metal worker when any work under article I of the Standard Form of Union Agreement is being performed. However it will be permissible for an owner member to be the one journeyman member.

C. Members of the Union will be permitted to work only for employers who have a legitimate place of business which has been approved by the Local Union.

D. Contractors coming into the jurisdiction of Local Union No. 55 shall not be allowed to establish a temporary place of business for the purpose of avoiding compliance with the Local Union rules or Agreements.

E. All contractors shall be required to have an established permanent shop off the job site to be in compliance with the Local Union requirements uniformly applied to all contractors not signatory to this agreement.

F. For contractors not signatory to this Agreement (outside contractors) the distance shall be measured from the JATC Training Center (5690 Albatros, Boise, Idaho) for the purpose of determining mileage and travel time.

G. Any employer coming into the jurisdiction of this Agreement from outside the territorial jurisdiction of the Union shall hire at least one journeyman through the hiring hall, as provided for herein, in order to meet the requirement of having a Steward on the job.

## **ARTICLE XX**

### **UNIONS RIGHT TO REFUSE WORKERS**

**SECTION 1.** The union shall refuse to furnish men to a general contractor or others who are not signatory to the Sheet Metal Workers Agreement except where special circumstances, agreed upon by the Joint Adjustment Board, makes necessary the furnishing of men to protect the Union jurisdiction.

**ARTIVLE XXI N/A**

**ARTICLE XXII N/A**

## **ATICLE XXIII**

### **FAVORED NATIONS**

**SECTION 1.** It shall be understood that all signatory contractors shall benefit from the most favorable provisions contained within any current agreement between the local and any contractor, whether such agreement consists of a written contract, a verbal agreement or another form of arrangement that is mutually understood to involve certain conditions, regardless of whether such provisions are specific or general.

As used throughout this agreement, the term “in writing” is understood to mean either of the following:

- Certified Mail
- Regular Mail
- Facsimile Transmission, Authenticated and Confirmed
- Hand Delivered

A facsimile transmission is considered to be Authenticated and Confirmed when successful transmission of entire facsimile, including cover page (if any) and all attachment pages are verified by:

- 1.) Printed Transmission Logs, Journals, or Reports, generated by the Facsimile System, containing Date, Time, Number of Pages CSID (Station ID), and Event Status.
- 2.) Verbal confirmation by receiving party of complete, legible event reception.

Printed, system-generated logs, journals, or reports are generally considered to be the most reliable form of authentication. These logs, journals or reports are adequate under most circumstances to substantiate an actual facsimile event, unless evidence of falsification or tampering exists.

In absence of the availability of verbal confirmation, printed authentication (as described above) will be considered valid proof of actual document transmission, provided said authentication is accompanied by a written statement issued and attested to by sender, facsimile attendant (if applicable), and an authorized representative of the originating organization.

## **ARTICLE XXIV** **INTEGRITY CLAUSE**

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

**ARTICLE XXV N/A**  
**ARTICLE XXVI N/A**



**ADDENDUM #2-- SERVICE ADDENDUM  
TO THE  
STANDARD FORM OF UNION AGREEMENT**

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

**ARTICLE I  
SERVICE DEFINED**

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

**SECTION 2.** Service performed on any and all equipment to five (5) tons of air conditioning or less and on buildings of five thousand (5) square feet or less and residential work on any single family dwelling or multiple family housing unit where each individual family apartment is conditioned by separate and independent equipment or systems, shall be performed per the residential/light commercial addendum.

**SECTION 3.** Any service work not described in Section two above shall be compensated per the Building Trades wage and benefit schedule and conditions per the addendum.

**ARTICLE II  
COVERAGE**

**SECTION 1.** Journeymen sheet metal servicemen/HVAC mechanic and apprentices covered by this Addendum who are trained and qualified to do service work may perform sheet metal work as described in Article I of this addendum. When possible, Service Apprentices shall be selected from the Apprenticeship roster.

**ARTICLE III  
HOURS OF WORK**

**SECTION 1.** The workday shall consist of up to ten (10) consecutive hours of work between the hours of 7:00 AM and 7:00 PM with one-half hour for lunch. If an earlier start time requested refer to the SFUA Article 6 Section 1.

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

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

**SECTION 4.** All hours worked over a forty (40) hours a week shall be paid at one and one-half (1 ½) times the established regular hourly rate.

A. Any work performed on Sunday and any holidays will be paid as described in the Standard Form of Union Agreement.

- B. If required to be on call, Servicemen and Apprentices shall receive the sum of twenty-five dollars (\$25.00) per day for standby pay. This section shall be waived if a truck is given to the service technician on a full time basis the twenty-five (\$25.00) is waved and the contractor will not charge the employee for driving the truck home.
- C. Shift Break: On overtime work consisting of eight (8) hours or more or a combination of overtime and straight time consisting of eight (8) hours or more, straight time may not be reverted to without an eight (8) hour break.
- D. There will be a one-half (1/2) hour lunch break, on employers time, after twelve (12) hours, if shift continues. Pay will be straight time for one-half (1/2) hour lunch break.

**ARTICLE IV**  
**SERVICE APPRENTICE PROGRAM**

**SECTION 1.** A Sheet Metal Apprentice, where capable, shall not be required to work under the supervision of a Journeyman / HVAC Mechanic provided the apprentice is in contact by contractor supplied radio or contractor supplied cell phone with a Journeyman. It shall be a violation of this agreement for an employer to lay off a Journeyman Serviceman / HVAC Mechanic and replace with an Apprentice.

**SECTION 2.** A graduated wage scale for Service apprentices shall be the same as for the Building Trades apprentices as outlined in the Standard Form of Union Agreement. Provided they are trained by the JATC.

**ARTICLE V**  
**HAND TOOLS**

**SECTION 1.** Journeyman/HVAC Mechanic sheet metal servicemen and apprentices shall be required to provide all necessary basic hand tools required to perform their work.  
The employer shall provide special tools and instrumentation required to perform service work.

**ARTICLE VI**  
**MISCELLANEOUS**

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

**SECTION 2.** All other items not listed in this Addendum will refer back to the SFUA and/or Addendum 1.

**ADDENDUM #3 - HEATING, VENTILATING AND AIR CONDITIONING SYSTEMS (LIGHT  
COMMERCIAL) ADDENDUM  
TO THE  
STANDARD FORM OF UNION AGREEMENT**

**ARTICLE I  
LETTER OF UNDERSTANDING**

**SECTION 1.** The intent of this Letter of Understanding is for the Employer and Union to work together to be competitive in the light commercial field. This Letter of Understanding shall apply to covered work under any construction contract or agreement of the Employer which involves 6000 man hours or less exclusive of change order, extra work orders, amendments or other additions to the original contract, and shall apply to all covered work, without limitation as to cost, that the Employer is bidding, at private or public bid. This Letter of Understanding shall stay in effect until May 31, 2018. The Employer agrees to make every effort possible to pursue the light commercial worked outlined herein. At the end of this Agreement, if it is determined by the Employer that he cannot compete in the marketplace outlined herein, the parties agree that this Letter of Understanding shall be here forth discontinued. The Business Manager may waive, as to any proposed contract or project, the limitations imposed by this provision. Nothing in this Agreement shall be construed to limit the right of the Employer to enter into subcontract agreements.

**SECTION 2. *Wages***

*See Wage Sheet*

**SECTION 3.** It is hereby understood and agreed by and between the parties signatory below that this Letter of Understanding will not be used in the high-tech industry, hospitals and buildings with three (3) or more stories.

**SECTION 4.** As used throughout this agreement, the term “in writing” is understood to mean either of the following:

- Certified Mail
- Regular Mail
- Facsimile Transmission, Authenticated and Confirmed
- Hand Delivered

A facsimile transmission is considered to be Authenticated and Confirmed when successful transmission of entire facsimile, including cover page (if any) and all attachment pages are verified by:

- 1.) Printed Transmission Logs, Journals, or Reports, generated by the Facsimile System, containing Date, Time, Number of Pages CSID (Station ID), and Event Status.
- 2.) Verbal confirmation by receiving party of complete, legible event reception.

Printed, system-generated logs, journals, or reports are generally considered to be the most reliable form of authentication. These logs, journals or reports are adequate under most circumstances to substantiate an actual facsimile event, unless evidence of falsification or tampering exists.

## ARTICLE II

### **CHEMICAL AND FOOD PROCESSING PLANTS INDUSTRIAL ADDENDUM**

**ARTICLE 1.** This Addendum shall set forth and establish the scope of work and specific employment conditions for Industrial Workers in the Chemical and Food Processing Plants in the jurisdiction of Sheet Metal Air Rail & Transportation Workers, Local Union #55 Boise, Idaho. This Addendum shall amend the Standard Form of Union Agreement only to the extent specifically stated, and all other Articles, Sections, and Clauses of the Agreement shall remain in full force and effect without modification or exception.

**ARTICLE 2.** Industrial work is construed to include all in-plant modification and maintenance work excluding that covered in Article 1 of the Standard Form of Union Agreement.

**ARTICLE 3.** Field Industrial Supervision is to be paid at Building Trades Journeyman Sheet Metal Workers' rate. Crews are not to exceed eleven (11) men, including the supervisor.

**ARTICLE 4.** All employees covered by this Addendum shall receive all fringe benefits as set forth in the Standard Form of Union Agreement.

**ARTICLE 5.** Travel pay and subsistence shall be paid to all employees in accordance with the Standard Form of Union Agreement.

**ARTICLE 6.** All field x-ray and coded vessel welding will be performed at the Journeyman Sheet Metal Worker's wage rate set forth in the Standard Form of Union Agreement.

**ARTICLE 7.** Prior to the commencement of work, the Employer agrees to provide the Union with a written specific assignment of work on the Employer's letterhead.

**ARTICLE 8.** In the event of any dispute over the interpretation of this Addendum, it shall be resolved as per Article X of the Standard Form of Union Agreement. There shall be no work stoppage or cessation of work that may arise over the interpretation of this Agreement until all procedures have been followed per Article X of the Standard Form of Union Agreement.

**ARTICLE 9.** All employers and employees agree to conform to all safety and health measures and laws.

**ADDENDUM #4**  
**RESIDENTIAL**  
**HVAC, SERVICE & ARCHITECTURAL**

**SECTION 1.** This Addendum covers the rates of pay, rules and working conditions of all employees of the employer engaged in the fabrication, erection, installation, repairing, and replacing of all residential heating and air conditioning systems, and the architectural sheet metal work on such residence.

**SECTION 2.** Residential shall be defined as applying to work on any single family dwelling or multiple housing unit where each individual family apartment is individually conditioned by a separate and independent unit or system and including club house and common buildings. Any Light Commercial projects are prohibited unless approved by the Business Manager or his designee by the use of Resolution 78.

**SECTION 3.** The employer agrees that none but residential journeymen, residential trainees, and apprentice sheet metal workers shall be employed on any work described in Section 1, of this Addendum. If the Union fails to furnish the requisitioned employee(s) within forty-eight (48) after the requisition is made to the Union, the employer may secure such employee(s) from any other source available, provided that the Employer shall notify the Union of any employees so hires within twenty four (24) hours of such employment.

**SECTION 4.** Working hours:

- A. The work week shall consist of a forty (40) hour week divided into five (5) work days of eight (8) hours each running consecutively from Monday through Friday. The work day shall consist of eight (8) hours exclusive of the lunch period, starting at 6:00 a.m. and ending 5:00 pm.
- B. All hours worked other than the scheduled forty(40) hours per week and in excess of eight (8) hours in any one day will be paid at the rate of time and one half (1 ½) the hourly rate of pay.
- C. All hours worked on Sundays and Holidays shall be compensated for at two (2) times the hourly wage rate.

**SECTION 5.** The employer shall provide all necessary transportation for transporting employees, tool and material from shop to job, job, to job and job to shop during work hours. When a job site is within twenty-five (25) miles of the shop, employer may elect to have the employee(s) report to the job site at starting time and leave job site at quitting time utilizing employees transportation. When working beyond twenty-five (25) miles from the shop, the employer will provide transportation.

***Wages***  
***See wage sheets***

Any Building Trades Journeymen/HVAC Mechanic or indentured apprentice assigned to residential work shall be paid his applicable rate under the current local Standard Form of Union Agreement.

**SECTION 7.** The employer agrees that no employee shall suffer a reduction in wages or benefits due to signing of this Addendum. Members of Local Union No. 55 who are employed by a signatory employer at the time this Addendum is signed will remain employed under the current agreement unless a lack of work makes it necessary to reduce the crew. If the work load increases within six (6) months of any lay-off, the former employees shall be employed by their former employer if available for work. No residential worker will be dispatched or accepted until their conditions are complied with.

**SECTION 8. RESIDENTIAL TRAINEES:** New employees with little or no experience will start at a minimum of sixty-five percent (65%) of the Residential Journeyman rate and will be called Residential Trainees. Regular employees of the employer at the time of signing this addendum shall be placed in the applicable category by mutual agreement of the Union and the Employer.

Trainees will have to successfully complete a training course every twelve (12) months to be eligible for wage increases. The trainee will receive five percent (5%) increase each twelve (12) months and will be considered a Residential Journey after four (4) years and also have licensed themselves per Idaho Division of Building Safety requirements to qualify themselves to complete the tasks assigned. The Employer may waive this requirement.

The ratio of Trainees shall not exceed one (1) Trainee to one (1) Residential Journeyman.

There shall be a 90-day probationary period for all new hire Residential Trainees in which during that time no benefits shall be paid on behalf of the Residential Trainee.

***Wages***  
***See Wage Sheets***

**SECTION 9.** Residential journeyman and residential trainee sheet metal workers covered by this Agreement shall provide for themselves all necessary hand tools. Employee will not be required as a condition of employment to furnish tools other than the required tool list below:

1 pair snips- left cut	1 set Allen wrenched
1 pair snips- right cut	1 8" screwdriver
1 pair bulldog snips	1 stubby screwdriver
1 pair combination snips	1 8" Philips screwdriver
1 pair dividers, 8"	1 sheet metal hammer
1 or 2 scratch awls	1 hack saw
1 pair tongs	1 pair vise grips
1 plumb bob and chalk box	1 small level no to exceed 18"
1 pipe crimper	1 pair square nose pliers
1 Strapping Tool (Panduit gun)	1 25" steel tape

**SECTION 10.** Residential journeyman and residential trainee sheet metal workers covered by this Agreement shall not be required or permitted to lease, rent, or in any way loan his automobile, truck, welding machines or any other material or equipment to his employer, or any other employer signatory to this Agreement.

**SECTION 11.** The employer agrees to be bound by the wages, hours and working condition contained in the local Standard Form of Union Agreement on any work not specified on Section 1 or 2, or this Addendum and on residential work the Employer agrees to be bound by all portions of the local Standard Form Of Union Agreement that have not been changed by this addendum.

**SECTION 12.** It is mutually agreed that the drug and alcohol policy attached to the Standard Form of Union Agreement shall be utilized by residential journeymen and residential trainees.

Agreement between Signatory Employers (hereafter referred to as the Employer) and the Sheet Metal Air Rail Transportation, Local 55 (hereafter referred to as the Union) that encompasses the relationship between both the Employer and the Union (otherwise referred to as the parties) relative to their respective efforts in providing drug & alcohol testing of their employees/members (hereafter referred to as Workers or applicants, as the case may be).

### **POLICY STATEMENT**

Both the Employer and Union have an interest in establishing work environment free of the influence of drugs and alcohol of benefit of their workers as well as the Employer's customers and the public at large. As a result, the Parties will implement a drug and alcohol free workplace policy to insure that their workers are free from the effects of drugs and alcohol while working for the Employer. This is consistent with drugs and alcohol testing regulations enacted by both state and federal agencies, as well as federal regulations requiring a drug free workplace for all businesses contacting with the federal government.

Effective June 7, 1997, this drug free workplace policy will be implemented and will apply to all prospective and current workers of either the Employer or the Union.

### **INTRODUCTORY PROVISIONS**

#### **POSSESSION, USE, OR DISTRIBUTION OF ILLEGAL DRUGS OR ALCOHOL**

The possession, use, purchase, sale, or distribution of illegal drugs (meaning those drugs for which there is no generally accepted medical use, e.g. marijuana, cocaine, amphetamine/methamphetamine, opiates, PCP, etc.) drug paraphernalia, or use of alcohol by a worker at a job site or during work hours is strictly prohibited. Any worker found to be in violation of this prohibition will be terminated by the Employer.

A worker's off the job illegal use, manufacture, purchase, possession, sale, or distribution of illegal drugs, drug paraphernalia, or alcohol that results in a criminal charge against the worker, will result in the worker being requested to submit to drug/alcohol testing and may result in the worker being suspended from work without pay. Any worker who is convicted of a criminal drug statute will be terminated by the Employer.

### **PRESCRIPTION MEDICATION**

Workers are cautioned regarding the use of prescription medication that contains a WARNING LABEL stating that the use of that drug may impair his or her ability to safely operate equipment or machinery. Workers may be allowed to use such medication if the drug prescribed by a licensed medical practitioner who is familiar with the worker's medical history and assigned duties, who has advised the worker that the prescribed drug will not adversely affect their ability to safely perform their job.

## **SELF-REFERRAL**

Any worker who considers himself/herself to be drug or alcohol dependent and who voluntarily identify him/herself as such will be encouraged to obtain an evaluation by a substance abuse counselor and seek treatment, if such is the counselor's recommendation. The Parties will provide informational assistance in locating professional substance abuse counseling to any worker who requests it. Workers who undergo drug or alcohol rehabilitation will be expected to do so at their own expense, on their own time, or during a non-paid leave of absence.

Workers, who demonstrate successful progress, or completion of a recommended course of treatment, may return after taking and passing a drug and/or alcohol test at their expense. Any such worker will be expected to comply with all aspects of this drug free workplace policy upon their return. A request for rehabilitation may not be in order to avoid the consequence of a positive drug result or to avoid taking a drug test when a worker is requested to do so under the terms of this policy.

## **DRUG OR ALCOHOL TESTING REQUIRED OF EMPLOYEES**

### **PRE-EMPLOYMENT TESTING**

All applicants or apprentices which the Union refers for employment with the Employer will be required to submit to testing for the presence of illegal drugs as a part of the application process. Any such applicant who has taken, and passed, a drug test for the Employer within 90 days of the applicant's current job referral will not be required to take a pre-employment drug test.

### **REASONABLE CAUSE TESTING**

The Employer will require a worker to be tested for the use of alcohol, illegal drugs, or the abuse of a prescription medication if the worker's physical appearance or pattern of behavior gives the Employer reason to believe the worker is alcohol or drug impaired and that impairment would endanger the worker's well being, as well as the safety of fellow workers or the general public. The basis of suspicion indicating drug or alcohol abuse may be a specific, contemporaneous event, or conduct evidencing impairment observed by a supervisor over a period of time. Any such observed behavior must be witnessed by at least two (2) witnesses prior to the worker involved being requested to take a reasonable cause test. The Employer will make arrangements to insure that all workers who are requested to take a reasonable cause test will be transported to a collection clinic to take the test.

### **BASELINE TESTING**

The Employer has the discretion to conduct baseline testing, meaning the testing of all workers at a specific site. Such testing may be conducted on a random basis and may involve testing of workers on specific sites only.

### **POST ACCIDENT TESTING**

Any worker who is involved in a work-related accident (as defined below) will be tested for the use of illegal drugs and/or alcohol as soon as possible after the accident.

Examples of an accident that will require a worker to take a drug and/or alcohol test include, but are not limited



to, accidents that are caused by a worker and result in one of the following:

1. The death of a person;
2. Bodily injury to another person who requires medical treatment away from the accident;
3. an injury to the worker that may result in that worker filing a workers' compensation claim and whose lost time will likely exceed one working day; or,
4. Damage to property owned by the Employer, or a third party that may reasonably be estimated to exceed \$500.

A worker who is seriously injured and cannot provide a specimen for testing will be required to authorize the release of relevant hospital reports, or other documentation, that would indicate whether there were drugs or alcohol in the workers' system at the time of the accident.

If it is determined by the Employer that a workers' accident was definitely caused by the actions of another, and that there were no unsafe acts on the part of the injured worker, the Employer reserves the right to waive the post-accident testing of the injured worker.

Workers who are involved in a job-related accident requiring medical attention are to inform their supervisor of the accident as soon as possible so that any needed drug or alcohol test may be promptly conducted in conjunction with their medical treatment.

Any alcohol testing under this section will be limited to circumstances where there is evidence that the worker involved may have been alcohol impaired at the time of the accident.

## **DRUG/ALCOHOL TESTING PROCEDURES**

### **SPECIMEN COLLECTION PROCEDURE**

When an applicant or worker is notified that they are to submit to drug or alcohol testing, they will be given instructions where and when to report for testing. All specimen collections will be conducted by personnel who have been properly instructed and will be done according to approved collection procedures.

### **ADULTERATION OR SUBMISSION OF CONCEALED SPECIMAN**

If, during the collection procedure, the collection monitor detects an effort by an applicant or worker to adulterate or substitute a specimen will be requested. If a second specimen is provided, it will be tested. If the request for a second specimen is refused, the collector will convey to the Employer the applicant's or worker's refusal to submit a true specimen. Such conduct will result in either an applicant not being offered employment or a worker being terminated from employment with the Employer.

In the event an applicant or worker submits a specimen that the laboratory later identifies as a diluted specimen, the Employer will advise the applicant or worker of that finding and request that they submit a second specimen. Such applicants or workers will be advised by the Employer not to drink any fluids prior to submitting their specimen for testing.

In the event that an applicant, apprentice, or current worker submits a specimen that is determined to be an adulterated, false, or diluted specimen, such donor will be required to pay for the cost of any additional testing.

## **DRUG/ALCOHOL TESTING AND CONFIRMATION**

All specimens will be tested for the presence of illegal drugs. Any specimen that screens positive for the presence of illegal drugs will be confirmed by the Gas Chromatography Mass spectrometry (*GC/MS*) confirmation method. When a worker is tested for the presence of alcohol, the testing level will be the equivalent of 0.04 blood alcohol concentration (BAC). The Employer reserves the right to test any worker for the presence of prescription medication when the Employer has reason to believe the worker may be abusing such medication. All testing for alcohol will be done by the use of breath or saliva alcohol testing procedures, conducted by trained and qualified technicians.

All testing for illegal drugs will be done by the testing of a worker's urine specimen. If a worker's specimen tests positive, that worker may request, within three (3) days of the positive notification, that a portion of the specimen be tested at a different accredited laboratory. This second test will be done at the worker's expense unless the second test comes back negative, in which case the worker will be reimbursed the cost of the test by the testing agency.

## **REFUSAL**

Any worker who refuses to be tested consistent with the terms of this policy will be terminated by the Employer.

## **NOTIFICATION OF TEST RESULTS**

All drug or alcohol test will be forwarded through the office of Minert & Associates, Inc. to the Employer. In forwarding test results to the Employer, the staff of Minert & Associates, Inc. will only report results to those Employer officials authorized to receive them and will do so in a confidential manner.

In the event an applicant, apprentice, or worker test positive, the Employer will be notified of the person's identity and the drug(s) involved. Furthermore, in the event the positive test relates to an apprentice that positive test results will be forwarded to each member of the Joint Apprenticeship Training Committee (JATC). Any applicant, apprentice, or worker who tests positive will be given an opportunity to discuss that result with the Parties' drug testing servicing agency, Minert & Associates, Inc., prior to the Employer taking disciplinary action. In talking with any such individual, the staff of Minert & Associates, Inc. may consult with the medical professional and will follow up on such information as is deemed necessary in resolving the question of the worker's illegal drug use.

If after the consideration of the matter, the staff at Minert & Associates, Inc. determines that the applicant, apprentice, or worker's positive test result was due to their authorized use of prescription medication, they will immediately report that finding to the Employer and no further action will be taken. However if the individual

cannot provide a reasonable explanation for their positive test result, the Employer will then take disciplinary action consistent with the terms of this policy.

### **EFFECT OF TESTING POSITIVE**

If an applicant or apprentice tests positive for illegal drugs, he/she will not be dispatched by the Union to any Employer for a period of six (6) months. Thereafter, an applicant or apprentice that has previously tested positive will be available for dispatch to any Employer subject to the applicant taking and passing a drug test. If the applicant or apprentice tests negative, he/she will be placed on a one (1) year probationary period during which time they will be subject to as many as six (6) random tests, the first two of which will be paid by them.

Any worker who tests positive for the presence of illegal drugs or alcohol will be subject to the terms and conditions of the Employer's Worker Assistance Agreement.

### **CONCLUSION**

The terms of this drug free workplace policy are intended to achieve an environment where workers are free from the effects of drugs and/or alcohol. Workers should be aware that the provisions of this policy may be revised mutually by the Parties when necessary and that they will be notified of any such changes. The Parties anticipate that by implementing the provisions of this drug free workplace policy its workers will enjoy the benefits of working in a safer and more productive work environment.

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