

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

Agreement entered into this 1st day of June 2018 by and between SMACNA Western Washington and each business establishment individually, whether represented by a contractor association or not, hereinafter referred to as the Employer, and Local Union No. 66 of the International Association of Sheet Metal, Air, Rail, and Transportation Workers, hereinafter referred to as the Union for King, Snohomish, Island, Kitsap, Clallam, Jefferson, Mason, Pierce, Thurston, Lewis, Grays Harbor, Cowlitz, Pacific and Wahkiakum Counties.

ARTICLE I

SECTION 1. This Agreement covers the rates of pay and conditions of employment of all employees of the Employer engaged in but not limited to the: (a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all air-veyor systems and air-handling systems regardless of material used including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all air-handling equipment and duct work; (d) the preparation of all shop and field sketches whether manually drawn or computer assisted used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches; (e) all material and process piping other than plumbing, waste water and fire protection, including all specialty piping and F.R.P.; (f) all HVAC work including all piping associated therewith; (g) any metal roofing, metal decking, metal siding; and, (h) all other work included in the jurisdictional claims of the International Association of Sheet Metal, Air, Rail, and Transportation Workers.

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

ARTICLE II

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

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

ARTICLE III

SECTION 1. The Employer agrees that none but journeymen, apprentice, and probationary apprentice sheet metal workers shall be employed on any work described in Article I and further, for the purpose of proving jurisdiction, agrees to provide the Union with written evidence of assignment on the Employer's letterhead for certain specified items of work to be performed at a jobsite prior to

commencement of work at the site. List of such specific items, which may be revised from time to time, as agreed to by and between SMACNA and SMART, shall be provided to the Employer. For purposes of clarification throughout the Standard Form of Union Agreement and all Addendums, the terms "Journeyman", "Journeymen", "Foreman", and "Foremen" refer to job classifications and are non-gender specific. Any reference to he or his shall mean "he/she" or his/her."

ARTICLE IV

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

ARTICLE V

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

SECTION 2. The Union may request recognition as the exclusive collective bargaining agent for all employees employed by the Employer in the classifications and geographic jurisdiction covered by this Agreement, whether or not they are members of the Union. In determining whether the union has the support of a majority of the Employer's employees, such showing may be based upon either a majority of those employed at the time such recognition is requested, or, a majority of those eligible to vote under the National Labor Relations Board's Steiny-Daniel formula. No later than 10 days following the Union's request, the Employer shall review employees' authorization cards submitted by the Union in support of its claim to represent and have the support of a majority of such employees. If a majority of the employees has designated the Union as their exclusive collective bargaining representative, the Employer will recognize the Union as such majority representative of all employees in the classifications and geographic jurisdiction covered by this Agreement. The Employer shall not file or cause the filing of a petition for election or unfair labor practice charge with the National Labor Relations Board in connection with any demands for recognition provided for here. Article X of this Agreement shall be the sole and exclusive means of resolving any dispute concerning this provision.

SECTION 3. If during the term of this Agreement the Labor-Management Relations Act of 1947 shall be amended by Congress in such manner as to reduce the time within which an employee may be required to acquire union membership, such reduced time limit shall become immediately effective instead of and without regard to the time limit specified in Section 1 of this Article.

SECTION 4. The provisions of this Article shall be deemed to be of no force and effect in any state to the extent to which the making or enforcement of such provision is contrary to law. In any state where the making and enforcement of such provision is lawful only after compliance with certain conditions precedent, this Article shall be deemed to take effect as to involved employees immediately upon compliance with such conditions.

SECTION 5. The Employer agrees to deduct the appropriate amount for dues, assessment or service fees (excluding fines and initiation fees) from each week's pay of those employees who have authorized such deductions in writing, irrespective of whether they are Union members. Not later than the 15th day of each month, the Employer shall remit to the designated financial officers of the International Association of Sheet Metal, Air, Rail, and Transportation Workers and the Local Union the amount of deductions made for the prior month, together with a list of employees and their social security numbers for whom such deductions have been made.

ARTICLE VI

SECTION 1. The regular working day shall consist of as per addendum hours labor in the shop or on the job between five thirty (5:30) a.m. and five (5) p.m. and the regular working week shall consist of five (5) consecutive as per addendum 8 hour days labor in the shop or on the job, beginning with Monday and ending with Friday of each week. All full time or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. Except as otherwise provided pursuant to Section 4 of this Article, all work performed outside the regular working hours and performed during the regular work week, shall be at as per addendum times the regular rate.

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

It is agreed that the regular work day for work consisting of testing and balancing of air handling equipment and duct work (TABB) shall consist of per addendum labor hours on the job between six (6:00)am and seven (7:00)pm.

SECTION 2. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, or days locally observed as such, and Sunday shall be recognized as holidays. When a recognized holiday falls on Saturday, it shall be observed on Friday and when a recognized holiday falls on Sunday, it shall be observed on Monday. All work performed on holidays shall be paid as per addendum.

For the purpose of clarification, in the year 2018 the Independence Day Holiday shall be observed on Wednesday July 4 , the Labor Day Holiday shall be observed on Monday September 3, the Thanksgiving Holidays shall be observed on Thursday November 22, and Friday November 23, the Christmas Holidays shall be observed on Monday December 24, and Tuesday December 25.

In the year 2019 the New Years Day Holiday shall be observed on Tuesday January 1, the Memorial Day Holiday shall be observed on Monday May 27, the Independence Day Holiday shall be observed on Thursday July 4, the Labor Day Holiday shall be observed on Monday September 2, the Thanksgiving Holidays shall be observed on Thursday November 28, and Friday November 29, the Christmas Holidays shall be observed on Tuesday December 24, and Wednesday, December 25.

In the year 2020 the New Years Day Holiday shall be observed on Wednesday January 1, the Memorial Day Holiday shall be observed on Monday May 25, the Independence Day Holiday shall be observed on Friday July 3, the Labor Day Holiday shall be observed on Monday September 7, the Thanksgiving Holidays shall be observed on Thursday November 26, and Friday November 27, the Christmas Holidays shall be observed on Thursday December 24, and Friday December 25.

In the year 2021 the New Years Day Holiday shall be observed on Friday January 1, the Memorial Day Holiday shall be observed on Monday May 31, the Independence Day Holiday shall be observed

on Monday July 5, the Labor Day Holiday shall be observed on Monday September 6, the Thanksgiving Holidays shall be observed on Thursday November 25, and Friday November 26, the Christmas Holidays shall be observed on Thursday December 23, and Friday December 24.

In the year 2022 the New Years Day Holiday shall be observed on Friday December 31, 2021, the Memorial Day Holiday shall be observed on Monday May 30, the Independence Day Holiday shall be observed on Monday July 4, the Labor Day Holiday shall be observed on Monday September 5, the Thanksgiving Holidays shall be observed on Thursday November 24, and Friday November 25, the Christmas Holidays shall be observed on Friday December 23, and Monday December 26.

In the year 2023 the New Years Day Holiday shall be observed on Monday January 2, the Memorial Day Holiday shall be observed on Monday May 29, the Independence Day Holiday shall be observed on Tuesday July 4, the Labor Day Holiday shall be observed on Monday September 4, the Thanksgiving Holidays shall be observed on Thursday November 23, and Friday November 24, the Christmas Holidays shall be observed on Monday December 25, and Tuesday December 26.

In the year 2024 the New Years Day Holiday shall be observed on Monday January 1, the Memorial Day Holiday shall be observed on Monday May 27.

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

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

ARTICLE VII

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

SECTION 2. When employed outside of the limits specified in Section 1 of this Article, and within the jurisdiction of the Union, employees shall provide transportation for themselves which will assure their arrival at the limits specified in Section 1 of this Article at regular starting time, and the Employer shall provide or pay for all additional transportation for such jobs, including transportation from such job back to the limits specified in Section 1 of this Article which will assure arrival at such limits at quitting time. As an alternative to the foregoing method, travel expense shall be paid by a zone or other method of payment. If this alternative method is used, it will be provided in a written addendum attached hereto.

ARTICLE VIII

SECTION 1. The minimum rate of wages for journeymen sheet metal workers covered by this Agreement when employed in a shop or on a job within the jurisdiction of the Union and the geographical area covered by this agreement to perform any work specified in Article 1 of this

Agreement shall be as provided in Local 66's Addendum per hour, except hereinafter specified in Section 2 of this Article.

SECTION 2. On all work specified in Article I of this Agreement, fabricated and/or assembled by journeymen sheet metal workers, apprentices, and/or probationary apprentices within the jurisdiction of this Union, or elsewhere, for erection and/or installation within the jurisdiction of this Union but in a geographical area covered by another labor agreement that contains a wage scale higher than the wage scale specified in this agreement, or the Jurisdiction of any other local union affiliated with 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:

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| 1. Ventilators | 7. Plastic skylights |
| 2. Louvers | 8. Air diffuses, grilles, registers |
| 3. Automatic and fire dampers | 9. Sound attenuators |
| 4. Radiator and air conditioning unit enclosures | 10. Chutes |
| 5. Fabricated pipe and fittings for residential installations and light commercial work as defined in the locality. | 11. Double – wall panel plenums |
| 6. Mixing (attenuation) boxes | 12. Angle rings |
| | 13. Low pressure round snap lock pipe and fittings 26 gauge and lighter. |

SECTION 4. Except as provided in Sections 2 and 5 of this Article, the Employer agrees that journeymen, apprentices and probationary apprentices hired outside the territorial jurisdiction of this Agreement shall receive the wage scale and working conditions of the local Agreement covering the territory in which such work is performed or supervised.

SECTION 5. When the Employer has any work specified in Article I of this Agreement to be performed outside of the area covered by this Agreement and within the area covered by another Agreement with another local union affiliated with the International Association of Sheet Metal, Air, Rail, and Transportation Workers, and qualified sheet metal workers are available in such area, he may send no more than two (2) sheet metal workers per job into such area to perform any work which the Employer deems necessary, both of whom shall be from the Employer's home jurisdiction. All additional sheet metal workers shall come from the area in which the work is to be performed. Journeymen sheet metal workers covered by this Agreement who are sent outside of the area covered by this Agreement shall be paid at least the established minimum wage scale specified in Section 1 of this Article but in no case less than the established wage scale of the local Agreement covering the territory in which such work is performed or supervised, plus all necessary transportation, travel time, board and expenses while employed in that area, and the Employer shall be otherwise governed by the established working conditions of the local Agreement. If employees are sent into an area where there is no local Agreement of the 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 6. In applying the provisions of Sections 2, 4, and 5 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 7. Welfare benefit contributions shall not be duplicated. When sheet metal workers are employed temporarily outside the Jurisdiction of their home local union, the parties signatory to this Agreement agree to arrange through the Health and Welfare Trust Fund to transmit health and welfare contributions made on behalf of the employee to the Health and Welfare Trust Fund in the employee's home local union. The parties to this Agreement agree to establish a system for continuing health and welfare coverage for employees working temporarily outside the jurisdiction of the local collective bargaining agreement when health and welfare contributions are transmitted on their behalf by trust funds from other areas.

SECTION 8. Wages at the established rates specified herein shall be paid by cash, by check of local bank, or by electronic transfer (if authorized) in the shop or on the job at or before quitting time on Friday of each week or by mail if mutually agreed between the Union and the Employer with the check being postmarked by the Wednesday preceding the Friday pay day, and no more than two (2) days' pay will be withheld. However, employees when discharged shall be paid in full. If check is not available to employee as specified above, employee shall receive an additional two (2) hours' pay at the established rate. At such time as Federal Regulations mandate electronic transfer of social security payments, then the current language will be amended so that the employer shall have the right to pay his employees by electronic transfer.

SECTION 9. Journeymen, apprentices, probationary apprentices, residential inductees and material handlers who report for work by direction of the Employer, and are not placed to work, shall be entitled to two (2) hours' pay at the established rate. This provision, however, shall not apply under conditions over which the Employer has no control.

SECTION 10. Each Employer covered by this Agreement shall employ at least one (1) journeyman sheet metal worker who is not a member of the firm on all work specified in Article I of this Agreement.

SECTION 11.

(a). Contributions provided for in Section 11(b) of this Article will be used to promote programs of industry education, training, negotiation and administration of collective bargaining agreements, research and promotion, such programs serving to expand the market for the services of the Sheet Metal Industry, improve the technical and business skills of Employers, stabilize and improve Employer-Union relations, and promote, support and improve the employment opportunities for employees. No part of any such payments, however, shall be used for any other purpose except as expressly specified above.

(b). The Employer shall pay the Sheet Metal and Air Conditioning Contractors' National Industry Fund of the United States (IFUS) the hourly contribution rate established by the IFUS trustees. The IFUS trustees shall notify the International Association of Sheet Metal, Air, Rail, and Transportation Workers of any changes to the established contribution rate prior to such change becoming effective. The Employer shall contribute said amount for each hour worked on and after the effective date of this Agreement by each employee of the Employer covered by this Agreement. Payment shall be made on or before the 15th day of the succeeding month and shall be remitted to IFUS, 4201 Lafayette Center Drive, Chantilly, Virginia 20151 -1219, or for the purpose of transmittal, through Northwest Sheet Metal Health Trust.

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

(d). Grievances concerning use of IFUS funds for purposes prohibited under Section 11(a) or for violations of other subsections of this Section may be processed by the International Association of Sheet Metal, Air, Rail, and Transportation Workers directly to the National Joint Adjustment Board under the provisions of Article X of this Agreement. In the event such proceeding results in a deadlock, either party may, upon ten (10) days notice to the other party, submit the issue to final and binding arbitration. The Arbitrator shall be selected by the Co-Chairmen of the National Joint Adjustment Board. The Arbitrator shall be authorized to impose any remedial order he deems appropriate for violation of this Section, including termination of the Employer's obligation to contribute to the IFUS. The authority of the Arbitrator is expressly limited to a determination of a deadlocked issue under this Section, (Section 11, Article VIII), and no other.

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 to the SMACNA Western Washington (hereinafter referred to as the local industry fund), the hourly contribution rate established by the SMACNA-Western Washington Board of Trustees. The current rate is sixty five cents (\$0.65) per hour for each hour worked on or after the effective date of this agreement by each employee of the Employer covered by this Agreement. The Trustees of the Local Industry Fund shall notify the Local Union of any changes to the established contribution rate prior to such change becoming effective.

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

(d). Grievances concerning use of local industry fund monies to which an Employer shall contribute for purposes prohibited under Section 12(a) or for violations of other subsections of this Section shall be handled under the provisions of Article X of this Agreement. The National Joint Adjustment Board shall be authorized to impose any remedial order for violation of this Section, including termination of the Employer's obligation to contribute to the local industry fund.

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

SECTION 13. The Employer and the Union recognize that, during the term of this Agreement, The Sheet Metal Workers' National Pension Fund (NPF) will notify the parties of the NPF's status under the Pension Protection Plan of 2006. It is anticipated that the NPF will be in critical status. Consequently, the Employer and the Union further recognize that a surcharge may be imposed upon contributions to the NPF, and that the NPF may adopt a rehabilitation plan, incorporating alternative schedules of benefits and contributions, during the term of this Agreement.

The Parties agree that a schedule described above will be deemed to be adopted automatically if, in accordance with this Agreement, the Union allocates or re-allocates a portion of the wage and fringe benefit package, or where the Agreement provides for an automatic allocation or re-allocation of the wage and fringe benefit package, that is sufficient to cover fully any increases in contribution rates to the NPF under that schedule.

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

The parties agree further that the schedule described above will become part of this Agreement, and will be incorporated by references 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.

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 15th day of the succeeding month and shall be remitted as designated by the Trustees of the ITI, or for purposes of collection and transmittal through Northwest Sheet Metal Workers Health Trust.

Effective as of the date of this Agreement the Employers will contribute to the National Energy Management Institute Committee (NEMIC), a jointly administered trust fund, three cents (\$0.03) per hour for each hour worked by each employee of the Employer covered by this Agreement. Payment shall be made on or before the 15th day of the succeeding month and shall be remitted as designated by the Trustees of the NEMIC, or for the purposes of collection and transmittal through Northwest Sheet Metal Workers Health Trust. If during the term of this agreement the SMART Constitution is amended to provide that participation in the National Energy Management Institute is no longer mandatory for Local 66, the parties agree to meet for the specific purpose of deciding how to reallocate the three cent (\$0.03) per hour contribution presently set forth in this agreement.

Effective as of the date of this Agreement the Employers will contribute to the Sheet Metal Occupational Health Institute Trust (Institute) two cents (\$0.02) per hour for each hour worked by each employee of the Employer covered by this Agreement until the Institute Trustees determine that the Trust is financially self-sufficient. Payment shall be made on or before the 15th day of the succeeding month and shall be remitted as designated by the Trustees of the Institute, or for purposes of collection and transmittal through Northwest Sheet Metal Workers Health Trust.

The parties agree to be bound by the separate Agreements and Declarations of Trusts establishing the National Training Fund for the Sheet Metal and Air Conditioning Industry, the National Energy Management Institute Committee, the Sheet Metal Occupational Health Institute Trust, and the Industry Fund of the United States and the separate agreements and declarations of trusts of all other local or national programs to which it has been agreed that contributions will be made. In addition, the parties agree to be bound by any amendments to said trust agreements as may be made from time to time and hereby designate as their representatives on the Board of Trustees such trustees as are named together with any successors who may be appointed pursuant to said agreements.

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

(a). Employers shall submit remittance data and the required contributions electronically to the National Benefit Funds (NBF), including the National Pension Fund, ITI, NEMI, SMOHIT, and Scholarship Fund, via the National Benefit Fund's Internet Payment System, accessible at www.smwnbf.org (IPS Support Team is at: ips@smwnbf.org or call 800-231-4622), no later than the 15th of the month following the month when employment covered by this Agreement was performed.

ARTICLE IX

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

SECTION 2. Journeymen, apprentice, probationary apprentice, and residential inductees covered by this Agreement shall not be permitted or required as a condition of employment to furnish the use of automobile or other conveyance to transport men, tools, equipment or materials from shop to job, from job to job, or from job to shop; facilities for such transportation to be provided by the Employer. This provision shall not restrict the use of an automobile or other conveyance to transport its owner and personal tools from home to shop or job at starting time or from shop or job to home at quitting time.

ARTICLE X

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

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

To be valid, grievances must be raised within thirty (30) calendar days following the occurrence giving rise to the grievance, or, if the occurrence was not ascertainable, within thirty (30) calendar days of the first knowledge of the facts giving rise to the grievance.

SECTION 2. Grievances not settled as provided in Section 1 of this Article may be appealed by either party to the Local Joint Adjustment Board where the work was performed or in the jurisdiction of the Employer's home local and such Board shall meet promptly on a date mutually agreeable to the members of the Board, but in no case more than fourteen (14) calendar days following the request for its services, unless the time is extended by mutual agreement of the parties or Local Joint Adjustment Board. The Board shall consist of representatives of the Union and of the local Employers' Association and both sides shall cast an equal number of votes at each meeting. The local Employers' Association, on its own initiative, may submit grievances for determination by the Board as provided in this Section. Except in the case of a deadlock, a decision of a Local Joint Adjustment Board shall be final and binding.

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

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

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

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

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

SECTION 6. In the event of non-compliance within thirty (30) calendar days following the mailing of a decision of a Local Joint Adjustment Board, Panel or the National Joint Adjustment Board, a local party may enforce the award by any means including proceedings in a court of competent Jurisdiction

in accord with applicable state and federal law. If the party seeking to enforce the award prevails in litigation, such party shall be entitled to its costs and attorney's fees in addition to such other relief as is directed by the courts.

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

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

(a) Should the negotiations for a renewal of this Agreement or negotiations regarding a wage/fringe re-opener become deadlocked in the opinion of the Union representative(s) or of the Employer('s) representative(s), or both, notice to that effect shall be given to the National Joint Adjustment Board.

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

In addition to the mediation procedure set forth above or as an alternate thereto, the Co-Chairmen of the National Joint Adjustment Board may each designate a member to serve as a Subcommittee and hear the dispute in the local area. Such Subcommittees shall function as arbitrators and are authorized to resolve all or part of the issues. They are not, however, authorized to deadlock and the matter shall be heard by the National Joint Adjustment Board in the event a Subcommittee is unable to direct an entire resolution of the dispute.

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

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

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

(c). The National Joint Adjustment Board shall have the right to establish time limits which must be met with respect to each and every step or procedure contained in this Section. In addition, the Co-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.

ARTICLE XI

SECTION 1. All duly qualified apprentices shall be under the supervision and control of a Joint Apprenticeship and Training Committee composed of ten (10) members, five (5) of whom shall be selected by the Employer, and five (5) by the Union. Said Joint Apprenticeship and Training Committee shall formulate and make operative such rules and regulations as they may deem necessary and which do not conflict with the specific terms of this Agreement, to govern eligibility, registration, education, transfer, wages, hours, working conditions of duly qualified apprentices and the operation of an adequate apprentice system to meet the needs and requirements of the trade. Said rules and regulations when formulated and adopted by the parties hereto shall be recognized as part of this Agreement.

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

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

in training. If a Local JATC does not implement the Scholarship Loan Agreement, the Local JATC shall be prohibited from utilizing International Training Institute materials and programs.

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

SECTION 5. All applicants for apprenticeship shall serve an apprenticeship of up to five (5) years and such apprentices shall not be in charge of work on any Job and shall work under the supervision of a journeyman until apprenticeship terms have been completed and they have qualified as journeymen.

SECTION 6. A graduated wage scale for apprentices shall be established and maintained on the following percentage basis of the established wage rate of journeymen sheet metal workers:

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

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

SECTION 7. The parties will establish on a local basis the 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 continue concentrated training during the term of this Agreement.

SECTION 9. There shall be no limit on the number of third, fourth or fifth year apprentices an employer may employ, subject to the ratios established in this Agreement. The employer and the union agree that first and second year apprentices must be able to rotate between employers.

ARTICLE XII

SECTION 1. Sheet metal workers shall complete OSHA 10/OSHA 30 training, as well as any mandatory refresher course, as a condition of employment in the sheet metal industry. Such training shall be completed on the employee's time.

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

ARTICLE XIII

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

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

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

ARTICLE XIV

SECTION 1. This Agreement and Addenda Numbers 1 through 3 attached hereto shall become effective on the 1st day of June, 2018 and remain in full force and effect until the 31st day of May, 2024 and shall continue in force from year to year thereafter unless written notice of reopening is given not less than ninety (90) days prior to the expiration date. In the event such notice of reopening is served, this Agreement shall continue in force and effect until conferences relating thereto have been terminated by either party by written notice, provided, however, that, if this Agreement contains Article X, Section 8, it shall continue in full force and effect until modified by order of the National Joint Adjustment Board or until the procedures under Article X, Section 8 have been otherwise completed.

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

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

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

SECTION 5. By execution of this Agreement the Employer authorizes SMACNA Western Washington to act as its collective bargaining representative for all matters relating to this Agreement.

The parties agree that the Employer will hereafter be a member of the multi-employer bargaining unit represented by said Association unless this authorization is withdrawn by written notice to the Association and the Union at least one hundred and fifty (150) days prior to the then current expiration date of this Agreement.

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

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

ARTICLE XV

It is agreed to adhere to the Sheet Metal Northwest Anti-Drug Program (SNAP), which includes required annual random testing. In Cases where customers (i.e. General Contractors) do not recognize SNAP, employees will continue to be subject to testing under the terms listed below. Seven cents (\$0.07) per hour shall be the contribution for SNAP.

SECTION 1. Both parties are committed to protecting the safety, health and well being of union members and all people who come into contact with workplaces and property including offices, shops and jobsites.

- A. The purpose of this program is to maintain workplaces that are free of drug and alcohol abuse.
- B. The use of drugs which are lawfully obtained and properly used shall be permitted provided their use does not interfere with proper and safe job performance.

SECTION 2. To support this commitment, both parties agree to the following alcohol and drug-testing program:

A. JOB REQUIRED

It is agreed that if an employer is required to comply with a testing program in order to qualify as a bidder or perform work on a project, the requirements of that program will apply to employees on that project.

It is understood that on any project where drug testing is required, all job applicants, employees and representatives of the company (including owners) working at that jobsite, all subcontractors of the company and their employees at that jobsite and any representatives of Local 66 conducting business at the jobsite shall be tested.

B. PRE-EMPLOYMENT

It is agreed that a job applicant shall be tested as soon as practical after a conditional offer of employment.

A potential employee's refusal to submit to a drug test for any reason or a verified positive test may be used as a basis for not hiring an applicant.

Pre-employment testing requirements are applicable to "New Industry Employees" only and does not apply to anyone who is a member of SMART.

C. ACCIDENT OR INCIDENT

It is agreed that persons involved in a work related accident or incident that results in property or equipment damage or injury requiring treatment defined as recordable by OSHA/WISHA Regulations may be required to submit to a test.

D. PROBABLE CAUSE

It is agreed that a person may be tested for probable cause in situations based on objective evidence about the employee's conduct in the workplace that would cause a reasonable person to believe that the employee is demonstrating signs of impairment due to alcohol or drugs. Being involved in an incident may be sufficient to establish probable cause.

Those to be tested in the event of an accident or incident shall be by mutual agreement of the foreman on the project and a management representative responsible for the project.

1. Examples of objective evidence include when an employee shows signs of impairment such as difficulty in maintaining balance, slurred speech, erratic or atypical behavior or otherwise appears unable to perform his/her job in a safe manner.
2. Those to be tested in a probable cause situation shall be determined by observation of two (2) individuals, one of whom must be a union member that actually observed the employee's behavior.

E. COMMERCIAL DRIVERS LICENSE TESTING

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

SECTION 3. For all tests required under this program:

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


- D. Reasonable efforts will be made by the employer to acquire and provide to the employee test results that are positive, when requested by the employee.
- E. All facilities used for testing must have laboratories that are approved either by the substance abuse and mental health administration, or the College of American Pathologists under the Forensic Urine Drug Testing Program (FUDT).

ARTICLE XVI

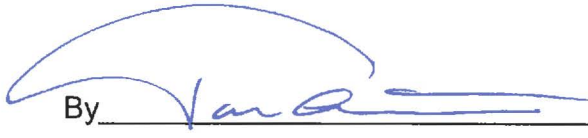
SECTION 1. Employers signatory to this agreement do hereby agree to pay all wages and fringes as outlined in the Standard Form of Union Agreement and addendums one (1) through three (3). Responsibility for payment of said wages and fringes will include all hours worked by each employee of the employer under any project agreement or maintenance agreement, unless specifically excluded by the terms of a written addendum that is negotiated by all parties signatory to this agreement.

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

SMACNA - Western Washington, Inc.
Or
Independent Contractors

By 
Executive Vice President

SHEET METAL WORKERS LOCAL NO. 66

By 
BUSINESS MANAGER
7-25-18

ADDENDUM #1 - BUILDING TRADES ADDENDUM

TO THE STANDARD FORM OF UNION AGREEMENT

ARTICLE I

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

Wages and Benefits to be allocated and paid in accordance with the "Western Washington Wage Sheets" signed by SMACNA Western Washington, Affiliated Independent Contractor, or unaffiliated Independent Contractor and SMART Local 66, which shall be distributed annually in the month of May.

- 1) Effective June 1, 2018 Western Washington Building Trades Journeyman Total Package shall increase \$4.34 to \$82.51.
- 2) Effective June 1, 2019 Western Washington Building Trades Journeyman Total Package shall increase \$3.37 to \$85.88.
- 3) Effective June 1, 2020 Western Washington Building Trades Journeyman Total Package shall increase \$3.73 to \$89.61.
- 4) Effective June 1, 2021 Western Washington Building Trades Journeyman Total Package shall increase \$2.22 to \$91.83.
- 5) Effective June 1, 2022 Western Washington Building Trades Journeyman Total Package shall increase \$2.28 to \$94.11.
- 6) Effective June 1, 2023 Western Washington Building Trades Journeyman Total Package shall increase \$2.31 to \$96.42.

ARTICLE II Travel Time

The rate of pay for travel time before and after scheduled work hours shall be paid for at one and one-half (1 ½) times the straight time Basic Day Shift Rate and all fringe benefits for each contractual travel time hour.

ARTICLE III Transportation

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

ARTICLE IV Field Work-Travel Pay

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

- (A) When required to work outside of the local shop's free travel area, or a free travel area prescribed for the dispatch point from which he was assigned, each employee shall receive IRS approved mileage allotment plus travel time to and from the job as determined by the shortest route between the free travel zone and the job site.
- (B) Employer not having a signed Agreement with Sheet Metal Workers Local 66 shall use the closest dispatch point to the job site and use for their free zone that free zone which is prescribed for that dispatch point.
- (C) Dispatch points and accompanying free zones will be established as follows:
1. **In King County:** A radius of thirty-five (35) miles will be plotted on a map using the Seattle Labor Temple location as a dispatch point. Employers whose shops are located within that area will utilize that area as their free zone.
 2. **In Snohomish County:** A radius of thirty-five (35) miles will be plotted on a map using the Everett City Hall as a dispatch point. Employers whose shops are located within that area will utilize that area as their free zone.
 3. **In Kitsap County:** A radius of thirty-five (35) miles will be plotted on a map using 632 Fifth Street, Bremerton, as a dispatch point. Employers whose shops are located within that area will utilize that area as their free zone.
 4. **In Pierce County:** A radius of thirty-five (35) miles will be plotted on a map using the Intersection of 38th Avenue and Interstate 5 location as a dispatch point. Employers whose shops are located within that area will utilize that area as their free zone.
 5. **In Thurston County:** A radius of thirty-five (35) miles will be plotted on a map using Olympia's present Labor Temple as a dispatch point. Employers whose shops are located within that area will utilize that area as their free zone.
 6. **In Grays Harbor County:** A radius of thirty-five (35) miles will be plotted on a map using the Aberdeen City Hall as a dispatch point. Employers whose shops are located within that area will utilize that area as their free zone.
 7. **In Cowlitz County:** A radius of 35 miles will be plotted on a map using the Union Hall location as a dispatch point. Employers whose shops are located within that area will utilize that area as their free zone.
 8. Employers whose shops are located outside of any of the areas described above within the jurisdiction of Sheet Metal Workers Local 66, shall have a free travel zone radius of thirty-five (35) miles from the employer's shop.
 9. Employers whose shops are located in **Pacific, Lewis, Southern Mason and Wahkiakum counties** shall have a 35 mile free zone radius from their shop.
 10. Any Employer conducting work at a job site which is closer to a dispatch point used in establishing a free zone from the Employer's shop may request qualified personnel from the closer dispatch point and pay mileage based on the free zone around that dispatch point.

11. Employers whose shops are located in Clallam, Island, Jefferson, Mason, and San Juan Counties shall have a thirty-five (35) mile free zone radius from their shop.
12. Employers whose shops are located outside of any of the areas described above within the jurisdiction of Sheet Metal Workers Local 66, shall have a free travel zone radius of thirty-five (35) miles from the employer's shop if that shop is in King or Snohomish Counties.
13. Any Employer conducting work at a job site which is closer to a dispatch point used in establishing a free zone from the Employer's shop may request qualified personnel from the closer dispatch point and pay mileage based on the free zone around that dispatch point. Once dispatched to an Employer, the individual's dispatch point will remain the one from which he was originally dispatched for as long as that individual remains continuously in the employ of that Employer.

(D) Shop:

1. A shop set up near a job site shall not be classified as a shop for the purpose of the Agreement unless the shop is in operation for ninety (90) working days excluding shutdowns due to conditions beyond the control of the Employer.

A shop shall contain sufficient tools to fabricate sheet metal work, i.e., a ventilation shop shall include as a minimum, the following tools: an 8' hand brake, 36" manually operated shear, a lock former, layout bench, and an easy-edger or other turning tool. Tools for other types of shops shall be determined by mutual agreement.

2. To qualify as a shop during the period of its existence, all duct work (including fittings) #18 GA and lighter shall be fabricated in the shop except: spot welding and stitching, the blanking of sheet to size for duct (not fittings) notching same when done by power machinery or equipment such as "Ductmaster", the fabrication of items such as cleats, government locks, hangers, angle iron flanges, louvers, duct turns, dampers, grill faces, diffusers, round pipe, and round pipe fittings for high pressure ventilating systems.
3. All employees involved in installations on Whidbey Island driving a private vehicle will receive ferry toll both ways plus ten (10) miles of mileage per day. Employer will pay all ferry tolls for employees traveling in company vehicle.

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

ARTICLE V
Subsistence

- (A) Subsistence will be paid when the cost of daily mileage and travel time are in excess of the subsistence rate. The Employer shall provide first class board and lodging or pay an employee the seasonal GSA Per Diem rates in the area where the work is being performed. The minimum Per Diem paid shall never be less than one hundred fifty dollars (\$150) per day or one thousand dollars (\$1000) for a seven (7) day week and these monies shall be paid in advance. In the event subsistence is paid in connection with work performed in a geographical area covered by another labor agreement to which this union is signatory that provides for different rates of subsistence, then the employer shall provide first class board and lodging or pay the employee the higher amount of subsistence whether on a daily or weekly basis.

- (B) The Employer shall pay subsistence to the employee for the day he is directed to the job and any and all out-of-pocket expenses for the day he returns to the shop. Employee shall not be entitled to return expenses if he voluntarily quits.
- (C) When an employee is required to travel by bus, train, or plane he shall receive transportation and travel pay at the beginning from the bus terminal, railroad station, or airplane feeder closest to the Employer's shop and on termination back to the same point. The employee shall have the opportunity to get in the full eight hours including travel and job site time.

ARTICLE VI
Parking-Toll Charges

- (A) Where free and ample parking is not available within four(4) standard city blocks of the job or project, the Employer will pay the necessary parking upon presentation of receipt and the Union agrees that employees will accept and utilize in lieu thereof any reasonable parking facility provided within four (4) standard city blocks (1200 feet) by the Employer. The Employer will notify the employees, in advance, the assigned parking area. When the nearest available or designated parking is in excess of eight (8) city blocks from the job site, employees will be paid the travel time rate of pay to and from the work site.
- (B) During working hours, the Employer will pay all necessary toll charges and all necessary fees for parking company vehicle, on company business, with or without receipt.
- (C) The employer will pay all necessary ferry charges.
- (D) When transportation (i.e. bussing, van, truck, etc.) is required to and from a project work site the Employer shall designate a loading point, loading time, and drop off time. Employees who are required to be transported shall be paid from the designated loading time until they are dropped off at the designated loading area. Travel time shall apply before the project start time and after the project quitting time.

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

Section 1:

- (A) Payments for Health Care Fund contributions, including dental, vision, and Accidental Death insurance, shall be as determined by the Union. In the event an amount less than the allocated amount is deemed required by the Trust, the remainder shall be automatically redirected to the hourly wages.
- (B) Payments for existing Pensions shall be as determined by the Union for all hours for which employees worked. The Employer shall make contributions to the pension trust fund agreed to between the Employers and the Union.
- (C) In the event any person subject to this Agreement has a claim for benefits under the Health Care Plan Fund refused as a result of an Employer's delinquency in payments, such Employer shall be liable for an amount equal to said claim plus such sums as the Local Joint Adjustment Board or the Court, as it may apply, may judge reasonable for collections.
- (D) International Training Institute Contributions shall be made in accordance with the Standard Form of Union Agreement.

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

Any Employer who is more than two (2) months delinquent on remittance of any fringe benefit payments and has been given notice by the Union (who shall also notify the applicable plan Administrator) shall automatically place Vacation Pay back onto the weekly paycheck and also discontinue any 401(k) employee elective contributions (i.e. payroll funded elective deferrals) such that 401(k) elective contributions shall also be placed back onto the weekly paycheck.

Such amounts shall remain on the weekly paycheck until such time as the Employer becomes current for all fringe benefit payments, and remains current for a period of two (2) months and notice has been given to the Employer by the Union (who shall also notify the applicable plan Administrator) to resume the remittance of such fringe benefits.

The Employer shall acknowledge receipt of any notice from the Union to terminate payroll deductions for Vacation and 401(k) contributions by responding in writing to the Union specifying the date that such amounts are returned to the check. The Employer shall include with the Employee's payroll checks copies of the Union notice and Employer's response notice such that Employee's may verify that the correct amounts are being paid to them.

For administrative simplicity, the Union, may specify that any fringe benefit contribution deducted from wages described herein may be discontinued or resumed at the end of any weekly payroll period.

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

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

All NBF contributions, including the National Pension Fund, ITI, NEMI, SMOHIT, and Scholarship Fund shall be remitted in the manner provided for in SFUA Article VIII, Section 13(a). All other payments shall be remitted either electronically, if so provided for, or on a single check accompanied

by the Standard Monthly Employer's Report Form to the prescribed depository as shown on the report form as shown on the Wage and Fringe Sheets. A duplicate copy of the Monthly Employer's Report Form shall be sent by the depository to the office of Sheet Metal Workers Local Union 66, and SMACNA, Western Washington, for their records.

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

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

ARTICLE IX
Journeyman's Examination Clause

An examining committee shall be permanently established by the Union and the Associations composed of four (4) Union representatives and four (4) Employer representatives. The function of this Examining Committee shall be to establish procedures for conducting examinations to sheet metal workers seeking a Journeyman's rating for the purpose of determining the qualifications of such applicant and establishing whether or not he is entitled to be rated as a qualified journeyman sheet metal worker.

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

There shall be no transfers to the Union from another local union without the transferee taking the required examination, except for five (5) year journeymen and except for Governmental and Maintenance employees, and excluding applicants who have completed their apprenticeship training. An applicant for employment as a journeyman sheet metal worker shall be required to submit to the Local Union a copy of his Certificate of Qualification from the Joint Examining Committee giving such examination, and the Union shall be required to furnish a copy of the Certificate of Qualification to the Employer upon a request made by an Employer signatory to this Agreement.

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

ARTICLE X

Welders-Welder's Registration Fee and Certification

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

ARTICLE XI

Local Labor-Management Committee

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

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

It is further agreed to establish a Residential Oversight Committee, which shall be a sub-committee of the local Labor-Management Committee. This sub-committee shall consist of three (3)

representatives appointed by Labor and three (3) representatives appointed by Management. This committee shall be charged with the maintenance and advancement of Addendum #2- Residential Addendum to the Standard Form of Union Agreement.

ARTICLE XII

Western Washington Apprentice and Training Fund

- (A) The Apprentice and Training Fund shall be administered by the Trustees of the Joint Apprentice Fund.
- (B) All apprentices shall attend school on a schedule prescribed by the appropriate Apprentice and Training Committee.
- (C) Effective June 1, 2015, all Employers shall contribute one dollar ten cents (\$1.10) per man hour worked for each employee covered by this Agreement of which five cents (\$0.05) per hour will be used to develop journeyman upgrade training, and thirty-five cents (\$0.35) per hour will be used as the WWJATC Building Fund. The above contributions shall be made to the Apprentice and Training Fund Trust.
- (D) Both the Employer and the Union shall appoint Committee members in accordance with the Standard Form of Union Agreement.
- (E) An Employer may hire one relative of an owner who might logically succeed to ownership as an apprentice and the Joint Apprenticeship Committee agrees to indenture the same.
- (F) Regardless of Article XI of the Standard Form of Union Agreement, the ratio of apprentice to journeyman shall be as follows:

Any Employer employing six or less journeymen shall be entitled to two apprentices.

Ratio for Light Commercial

Any Employer employing more than six journeymen shall follow the ratio of apprentice to journeyman as outlined in the Standard Form of Union Agreement with the exception of Building Trades Apprentices performing light commercial in all areas within the jurisdiction of this Collective Bargaining Agreement, except Seattle, Bellevue and Tacoma or upon prior approval by the Business Manager, light commercial work may be performed on buildings twenty four thousand (24,000) square feet or less (the twenty four thousand square feet shall be determined by the outside dimensions of the building) not to exceed three (3) above grade occupied stories in height, restricted to the individual owner or occupant, restricted to the conditioned space of the building, restricted to separate bid shall be granted on the basis of one (1) apprentice for each one (1) journeymen within that crew.

Ratio for Architectural

Any Employer employing more than six journeymen shall follow the ratio of apprentice to journeyman as outlined in the Standard Form of Union Agreement with the exception of Building Trades Apprentices performing Architectural shall be granted on the basis of one (1) apprentice for each two (2) journeymen within that crew.

- (G) If an Employer calls for apprentices, the first apprentice on the out of work list will be dispatched. If no apprentices are available to be dispatched to the Employer within seventy-

two (72) hours, the Employer shall contact the Chairman and Secretary of the Apprentice and Training Fund and they shall call a meeting immediately to comply with the contract with respect to probationary and apprentice availability.

- (H) Any Employer employing more than five apprentices must employ, a first, a second, a third, a fourth, and a fifth year apprentice if they are available and shall make every effort to follow this procedure in the employment of all apprentices; for example, if you have ten apprentices, you would have; two first year; two second year; two third year; two fourth year and two fifth year if available.
- (I) To engage in such action to ensure that recruitment, selection, employment and training of apprentices during apprenticeship shall be without discrimination because of race, color, religion, national origin or sex.

ARTICLE XIII **Miscellaneous**

- (A) Firms posting a \$2,000 surety bond or \$2,000 in cash escrow guaranteeing wages and fringe benefits may be entitled to an additional hold back on wages of three (3) days provided this is established as a regular procedure for the firm.
- (B) Any contractor signatory to the Standard Form of Union Agreement who has worked within the area covered by this Agreement, shall upon the request of Local No. 66 furnish a certified copy of each week's payroll and contractual benefits paid to Foremen, Journeymen, and Apprentices or others who fabricate and/or install materials. If the request for a certified copy of payroll is not complied with in five (5) days, the Union may withdraw the services of the employees subject to this Agreement. If this is done, the Employer agrees to pay those employees whose services are withdrawn, the full amount of wages for the time actually lost as a result of such action. Nothing in this section shall be construed as to change the provisions of Article VIII, Section 3, of the Standard Form of Union Agreement.
- (C) Of the one dollar (\$1.00) contribution rate to the Northwest Organizational Trust Fund per hour up to ten cents (\$0.10) per hour will be allocated to the Youth to Youth Program.
- (D) The Employer shall replace tools stolen while locked in shop or locked job shack or locked job tool box if forced entry is proven at a cap of seven hundred fifty (\$750) dollars.
- (E) Hand cleanser materials and paper towels will be made available at the shop for employees to take to field jobs.
- (F) Supervision: Employers and/or Supervisors shall not be restricted from supervising the activities of workmen coming within the scope of this Agreement.
- (G) All regular paychecks shall have a detachable stub or equivalent, including electronic equivalent, which sets forth the amount of the check, hours worked and an itemized list of all deductions. However any member not having employer provided access who requests a hard copy paystub, as a result of a claimed hardship or extenuating circumstance, shall be provided the hardcopy in the same manner as provided for in SFUA Article VIII, Section 8.
- (H) Each Employer signatory to this Agreement will maintain a recognized place of business which complies with ordinances, laws, or regulations concerning safety as well as health and sanitation as required by City or other governmental agencies. The Employer agrees to

provide for heat in an area of the shop where his employees may hang their clothes and eat their lunches. Only one Employer in a firm shall use tools to perform work covered by this Agreement and then only in the home shop and only during regular day shift working hours specified for journeymen. Said working Employer must be so designated at the time of signing the Standard Form of Union Agreement.

- (I) Any Employer who works an employee subject to this Agreement below the established wage scale shall be declared unfair to the Union.
- (J) Agreements shall be signed by an authorized officer of SMACNA, Western Washington, for its members and for other employers who have given the Employers' Association authorization to sign for them. SMACNA, Western Washington, having authorization to sign for an Employer agrees to send a copy of this Agreement together with any addenda to each such Employer. A certified list of firms for whom the Association signs shall be attached to the master copies of the Agreement. SMACNA, Western Washington, agrees to furnish Sheet Metal Workers Local No. 66 a certified list of those contractors for whom they have signed bargaining authorizations on or before May 1, 2024. It is further agreed that both parties shall submit prior to May 1, 2024 all negotiable items in writing. These demands shall be written in detail and only such items will be negotiated unless mutually agreed upon by both parties. Local No. 66 agrees to notify SMACNA, Western Washington, within twenty days of any and all new contractors signed to the Standard Form of Union Agreement.
- (K) Where the length of the sheet metal installation job is fifteen (15) consecutive calendar days or more, and where three or more men are employed, a secure, dry place must be made available for employees to change clothing and eat their lunch which is large enough to facilitate entire crew. Heat must be provided for drying wet clothing, shoes, boots, etc., where weather or work is such as to require drying facilities.
- (L) It shall be a violation of this Agreement for any Employer agreeing to have any journeyman or apprentice perform any sheet metal work covered by the claimed jurisdiction of the International Association of Sheet Metal, Air, Rail, and Transportation Workers on a piece work basis, a lump sum basis, or any other basis except that provided and specified in this Agreement.
- (M) Grievances filed by an employee or on behalf of an employee under Article X, Standard Form of Union Agreement, must be filed within thirty (30) days of the occurrence of the facts on which the grievance is based or within thirty (30) days of when the affected individual became aware of the essential facts, whichever is the longer period of time. This same limitation will apply to any grievance filed by an Employer against an employee. This limitation will not apply to any grievance filed by the Local Union or the Employer Association on its own behalf.
- (N) Any organization or Trust covered by this agreement may, during the length of this contract, petition the local Labor-Management Committee to address conditions of employment as covered by the agreement. The local Labor-Management Committee shall meet within fourteen (14) days from the date of receiving the petition and shall be empowered to make any additions, deletions or changes to the contract that it deems appropriate with reference to the petition request. All actions taken by said committee to require a simple majority vote with labor and management casting an equal number of votes. Decisions rendered by the local Labor-Management Committee are not subject to appeal.
- (O) It is understood that all mandatory meetings shall be paid at the applicable wage rates per RCW 49.12 and WAC 296-126-002.

- (P) Prescription Safety Glasses shall be provided at the rate of up to one (1) pair per year, with receipt provided, not to exceed two hundred fifty dollars (\$250) per year.
- (Q) The parties to this Agreement have adopted the Sheet Metal Workers' National Pension Fund Default Schedule as in effect when the Collective Bargaining Agreement is entered into and amended and as applicable. The Employer will contribute to the Sheet Metal Workers' National Pension Fund at the hourly contribution rates as 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 contributions on or before the 15th day of the month, after the month in which Covered Employment was performed.
- (R) Respiratory Protection shall be provided to maintain a safe, healthy and compliant work environment in regards to "fume extraction" and "respiratory protection". When the use of process modification, engineered controls, or work practice controls cannot keep exposure limits in the recommended levels, as per ACGIH-TLV recommended levels, a positive pressure welding hood will be provided by employer for all welding procedures that are at or exceed these levels.

Substance	Prevalent In	ACGIH [®] - TLV [®] (Recommended)
Hexavalent Chromium	Stainless, High Alloy Steels	0.05 mg,'m' TWA
Zinc (Zinc Oxide)	Galvanized Metal Coatings	2.0 mg/m ³ 1"WA
Manganese	Most Welding Fumes: Electrodes & Steels	0.02 mg/m ³ TWA
Aluminum	Steel Additive, Electrode Coatings	1.0 mg/m ³ TWA
Nickel	Stainless, Nickel Alloys	0.2 mg,'m ³ TWA
Iron (Iron Oxide)	Most Welding Fumes	5.0 mg/m ³ TWA
Copper	Copper Metals, Electrodes	0.2 mg/m ³ TWA
Cadmium	Coatings of Electrodes	0.1 mg/m ³ TWA
Lead	Solder, Brass & Bronze Alloys, Steel Coatings	0.05 mg/m ³ TWA
Beryllium	Copper, Magnesium & Aluminum Alloys	0.0005 mg/m' TWA

- (S) This section shall apply only when the Employer notifies a Local union of in the United Association of Plumbers and Steamfitters of a project of one (1) million dollars or more of the total contract amount. The Employer shall notify Local 66 immediately when it has been awarded a project of one (1) million dollars or more of the total contract amount and shall provide information concerning the project, including the scope of work. The Employer or Local 66 shall schedule a pre-job conference to discuss the scope of work, subcontractors and work assignments for the project.
- (T) The ratio for the use of Architectural Installers per the LOU shall be as follows:

<u>BT Journeyman</u>	<u>BT Apprentice</u>	<u>Architectural Installer</u>
2	1	1
4	2	1
6	3	2

ARTICLE XIV
Business Representatives

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

ARTICLE XV
Driving Company Vehicle

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

ARTICLE XVI
Hiring Procedure

- A. International Association of Sheet Metal, Air, Rail, and Transportation Workers Local Number 66, hereinafter called the Union, agrees to maintain a hiring hall and to solicit qualified workers, both union and non-union, to fill necessary requisitions for workers and to keep records of such workers. Upon request of the Employer, duly qualified Journey level workers (graduated apprentices or the equivalent) in sufficient numbers as may be necessary to properly execute work contracted by the Employer in the manner and under the conditions specified in these procedures. In the event the Union is unable to supply qualified workers to fill the requests of the Employer, the Employer may, after forty-eight (48) hours, procure workers from other sources provided that in such cases, the Employer shall, within forty-eight (48) hours, furnish the Union, in writing, the name, social security number and the date of hire of such employees. The forty-eight (48) hours herein mentioned shall be exclusive of Saturdays, Sundays and holidays. The Employer may request (by name) duly qualified journey level workers presently unemployed under the conditions set forth in these procedures, except that when the percentage of available workers on the Building Trades journey level out of work list exceeds 20% of the total number of Building Trades journey level workers registered with the Union a minimum of 20% of the journey level workers dispatched to each Employer shall be by "open call" until such time as the out of work percentage drops below 15%.
- B. Each firm signatory to a Collective Bargaining Agreement with the Union or any other union chartered by the International Association of Sheet Metal, Air, Rail, and Transportation Workers and is performing work in the jurisdiction of Local 66 agrees to use the service of such hiring hall and will call upon the Union to furnish all the qualified workers they require to do work specified within the scope as defined in Article I of the SFUA.
- C. The Union shall refer applicants for employment without discrimination against such applicants by reason of or in any way affected by union membership, by-laws, regulations, constitutional provisions, or any other aspect or obligation of union membership, policies or requirements.

- D. The Employer shall have the right to reject any applicant for employment. Employees may solicit jobs openly provided they meet the employment conditions contained within these Hiring Hall and Dispatch Procedures.
- E. Employees shall not be required to fill out an employment application. The Union shall keep a file on each employee showing pertinent personnel information and all classes and training the employee has had. This shall be faxed or sent electronically to the employer upon request.
- F. All applicants for employment who obtain employment through this hiring hall will be required to meet the member in good standing obligations set forth in the collective bargaining agreements under which they become employed.
- G. The Union agrees to post a copy of these procedures at all Local 66 Hiring Halls.
- H. Building Trades - Only qualified unemployed Building Trades Journey level workers, as defined below, may sign the Building Trades Journey level out of work list. Unemployed means not employed in a position covered by a labor agreement to which Local 66 or other local union affiliated with the SMART is signatory or in a related position such as superintendent with a signatory employer or with a trust or a committee funded through contributions provided for in a Sheet Metal Local labor agreement. Anyone signing the out of work list as a Building Trades Journeyman must: a) have completed a state certified apprenticeship program or b) have passed the Building Trades Journey level test which is available in Everett, and DuPont, or c) demonstrate conclusive proof of six (6) years experience in Building and Construction Sheet Metal Work, and their placement and advancement on the unemployed list shall not be in any way affected by union membership or non-membership.
- I. All other out of work lists may be signed by individuals "off the street." **NOTE:** Please inform those wishing to sign the Shipyard list that the Shipyards only hire qualified Journeyman, however if an individual feels that he or she qualifies, they may sign the book.
- J. To sign an out of work list individuals must either be members in good standing of Local 66 or pay a monthly registration fee equivalent to out of work dues appropriate to list they wish to sign
- K. Persons signing the Building Trades out of work list in any area for the first time or persons transferring into the jurisdiction of Sheet Metal Workers Local 66 shall not be dispatched by the Union to jobs they have solicited or to which they are called by name by an employer, in areas of open solicitation, until having been in the jurisdiction for six consecutive months.
- L. Persons who transfer out of Local 66's jurisdiction shall retain their right of solicitation within Local 66's jurisdiction upon return: provided that they transfer back into Local 66's jurisdiction within a six month period. In the event that a person returns after a six-month absence, he or she shall be subject to the provisions of Section K of these procedures.
- M. Persons quitting a job may solicit jobs and / or be called by name by an employer only after three (3) working days have elapsed following their signing the out of work book.
- N. Dispatch slips for employees will contain all pertinent information regarding name, address, social security number, Employer and person requesting employee, all wages and fringes, job or shop location, etc. Dispatch slips will be furnished to Employee in triplicate and are to be distributed as indicated on each.

- O. All persons dispatched by the Union shall be required to provide the Union with evidence of termination, voluntary quit and of refusal to hire and the reason(s) therefore prior to being dispatched to other job.
- P. All dispatches pursuant to open calls from employers requesting persons who are not called by name shall be dispatched on a first in, first out basis from the appropriate out of work list, if they have indicated on their qualification card that they can perform the type of work required under the dispatch. Qualification cards may be completed at the time of signing the out of work list and may also be updated by an individual at any time. However, any person that refuses such open calls three (3) consecutive times will be moved to the bottom of the out of work list. The Union shall keep dates of such refusals.
- Q. Termination slips must be filled out by the Employer and returned to the Local Union Hiring Hall with reason for termination and comments noted as necessary.
- R. Stand-by shall be limited to five (5) working days. After Five (5) working days the Employer agrees the employee will be terminated, at which time the employee will sign the out of work list.
- S. Persons who accept jobs that last 10 days or less ("short jobs"), will retain their previous position on the out of work list. However they will lose their place on the list after having worked three short jobs or a total of 20 days on consecutive short jobs. A person's name will be removed from the out of work list after ten days employment. Persons who work out of classification shall retain their position on their original out of work list.
- T. Persons may sign their name on the list in any of Local 66's hiring hall locations; however, they may only have their name on one list at any one time, and cannot have their names on any other list of any other local union affiliated with the International Association of Sheet Metal, Air, Rail, and Transportation Workers. Persons wishing to move their name from one list to another must notify the office where their name is currently listed or send a written request asking to be removed and to include which list they wish to have their name to be placed on.
- U. Any person laid off for the purpose of changing dispatch points by an employer cannot be re-dispatched to that employer for a minimum of ten working days.
- V. Any worker (Union or non-union) and any party signatory to a Collective Bargaining Agreement with Local Union 66 and therefore party to these procedures shall have the right to appeal in accordance with Article X of the Standard Form of Union Agreement. Such appeal shall be by registered letter.

ARTICLE XVII **Shift Work**

Shift work will be permitted provided five (5) consecutive days of shifts, not to include Saturday or Sunday, are worked on the following basis:

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

- (A) The regularly established starting time of the day shift shall be recognized as the beginning of the twenty-four (24) hour workday period.
- (B) When irregular or broken shifts are worked, overtime rates shall apply before the regular starting time and after the regular quitting time of the shift on which the employee is regularly employed unless mutually agreed to the contrary prior to the starting time on such job.
- (C) Employees transferred from one shift to another unless relieved from work for a minimum of eight (8) hours before starting a new shift, shall be paid two (2) times the rate for the next shift worked.
- (D)
 1. First shift or regular daylight shift; eight (8) hours work within and eight and one-half (8 1/2) hour period. Pay for a full shift shall be a sum equivalent to eight (8) times the hourly rate.
 2. Second shift (swing) shall be eight (8) hours worked within an eight and one-half (8 1/2) hour period at eight (8) times the first shift hourly rate plus a ten percent (10%) premium per hour.
 3. Third shift (graveyard) shall be eight (8) hours worked within and eight and one-half (8 1/2) hour period at eight (8) times the first shift hourly rate plus a fifteen percent (15%) premium per hour.
- (E) A one-half (1/2) hour meal period shall be allowed approximately midway in each shift. Such meal periods shall not be staggered.
- (F) The first two (2) hours of overtime worked Monday through Friday and the first eight (8) hours worked on first shift on Saturday shall be paid at one and one-half (1 1/2) times the regular shift rate. The first shift on Saturday shall start the same time as the established Monday to Friday shift. One and one-half (1 1/2) times the regular shift rate will also apply to Saturday second shift, when following Saturday first shift. All other work performed outside the regular workweek and Sundays and holidays, shall be paid at two (2) times the regular rate of pay.

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

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

- (G) Shift work on Occupied Premises Only: When a customer or general contractor requires that work on a building cannot occur during regular business hours because the premises are occupied during regular business hours the entire shift shall be compensated at a twenty percent (20%) premium per hour. Shift work on occupied premises will be permitted provided three (3) consecutive days of shifts, not to include Saturday or Sunday are worked.

ARTICLE XVIII
Foremen

- (A) **Foreman:** It is the intent of both parties to this Agreement that the term "Foreman" shall mean any journeyman employee of an Employer signatory to this Agreement who is designated by

such Employer to supervise the activities of three (3) or more sheet metal workers (union employees). A Foreman shall not supervise a crew in excess of twelve (12), i.e., two (2) Foreman for crew of thirteen (13) to twenty-four (24), three (3) Foreman twenty-five (25) to thirty-six (36) etc. Foremen shall receive the appropriate shift regular journeyman taxable rate plus ten percent (10%). When more than one Foreman is required on a project, one Foreman will be designated Lead Foreman if a General Foreman has not been assigned. Said Lead Foreman shall receive the appropriate shift regular journeyman taxable rate plus fifteen percent (15%)

- (B) **General Foreman:** A General Foreman will be appointed on any project with more than thirty (30) sheet metal workers, or when designated by the Employer to direct, supervise, coordinate, or oversee the activities of a combination of thirty (30) or more sheet metal workers and tradesman from multiple crafts from the same Employer on the same jobsite. General Foremen shall receive the appropriate shift regular journeyman taxable rate plus twenty percent (20%).
- (C) When an Employer signatory to the Standard Form of Union Agreement sends one or more of its employees out of its Local's jurisdiction or into the jurisdiction of another Local on a job consisting of three consecutive days or more, at least one of such employees shall receive foreman's pay.

ARTICLE XIX **Employee Termination**

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

ARTICLE XX **Industrial Injuries**

No employee shall suffer any loss of pay on the day the injury occurs while going to a doctor for any emergency treatment of any injury occurring in the shop or on the job requiring other than first aid

treatment. If any employee is injured in the shop or on a job to such an extent that the doctor recommends that the said employee cease work for the day, such employee shall be paid for eight (8) hours work for that day.

ARTICLE XXI
Shop Steward

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

- (A) The Union may appoint one or more Stewards to cover each Employer's operations and will notify the Employer.
- (B) In no case shall a Steward suffer discrimination because of the performance of his Union duties.
 - 1. Employers who wish to terminate, furlough, change the shift of, or transfer a steward must first notify the Union twenty-four (24) hours in advance.
 - 2. The steward in the shop or on the jobsite shall be the second to last person employed on or at said shop or jobsite.
- (C) The Steward shall be allowed a reasonable amount of time when necessary to perform the following duties:
 - 1. Handle grievances on the job or in the shop in accordance with the Agreement in effect, and to report all such grievances to the Union.
 - 2. Check safety, cleanliness, sanitation, heat, lighting, etc., regularly; and to report any unsafe or unclean conditions to the Employer and to the Union.
 - 3. Where a Steward has been appointed, new employees shall give the Steward a copy of the referral slip.
 - 4. Handle the personal belongings and supervise the immediate care and disposition of a sick or injured employee.
 - 5. When a Steward is to be terminated, he shall be given notice on the working day prior to the working day at the close of which he will be terminated.
 - 6. The Steward shall not assume any other authority than herein specified.
 - 7. Where more than one (1) man works overtime on a job away from a shop and there has been a Steward appointed, the Steward shall be given the opportunity to work, if qualified.
 - 8. Any and all accidents on the jobsite or in the shop involving employees represented by Local 66 shall be reported Immediately to the employer and the Local 66 Business agent assigned to the shop or jobsite.

ARTICLE XXII
Material Handlers

A. Material Handlers shall not work on the fabrication of material or perform work coming within the jurisdiction of this agreement with the following exceptions.

a. In the Shop:

- i. Painting
- ii. Shop Cleanup
- iii. Picking up and storing of raw materials, hardware, and supplies.
- iv. Driving a company vehicle for the pick-up and delivery of materials.
- v. Sealing of duct.
- vi. Operation of press break and shear for architectural products, and the items listed in subsection vii below, not to include setup.
- vii. Shop fabrication of "S" and drive cleats, hangers, inserts, and fabrication of flanges on duct work, and cutting from stock turn vanes, tie rods, etc.
- viii. Operation of automated equipment as listed: plasma cutting table, round and oval pipe machine and seam closer.
- ix. Material Handlers performing the above fabrication work processes may be employed at a ratio of one (1) Material Handler for each one (1) Apprentice regularly employed in the shop performing fabrication.
- x. Material Handlers who perform the above work for Prevailing Wage jobs (Davis-Bacon excluded) must be compensated at the Prevailed Rate.

b. In the Field:

- xi. Delivery of shop fabricated items to project sites.
- xii. Distribution of materials to the staging area but not to include layout of materials. May include delivery to central staging areas on each floor, wing, section, etc.
- xiii. Demolition.
- xiv. Removal of material.
- xv. Material Handlers who perform the above work on Prevailing Wage jobs must be compensated at the Prevailed Rate.

B. Material Handlers who are new applicants and are signing the out of work list for the first time must show proof of a valid driver's license and current auto insurance, High School Diploma, or equivalent before being dispatched to the employer. Upon mutual agreement the Employer and the Union may waive these requirements.

- C. Material Handlers may perform any work listed in this Article, Section A, for which they are capable and will work under the general direction of a journeyman.
- D. Provided five (5) consecutive days are worked, not to include Saturday and Sunday, for the purposes of shipping and shipping related activities material handlers are permitted to work in the shop or on the job between five (5:00)am and five (5:00)pm. All other conditions contained in S.F.U.A. Article VI, Section 1, and Addendum 1, Article XVII of this agreement will apply.

ARTICLE XXIII
Employment of Immediate Relative of Owners

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

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

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

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

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

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

This Addendum shall become effective on the 1st day of June 2018 and shall remain in full force and effect until the 31st day of May 2024.

INTEGRITY CLAUSE

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

Agreement or, if such other business entity is located or operating in another area, inferior to those prescribed in the agreement of the sister local union affiliated with the International Association of Sheet Metal, Air, Rail, and Transportation Workers, AFL-CIO in that area.

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

In the event any Employer signatory to or bound by this Agreement shall be guilty of fraudulent conduct as defined above, such Employer shall be liable to the Union for liquidated damages at the rate of \$500 per calendar day from the date of failure to notify the Union until the date on which the Employer gives notice to the Union. The claim for liquidated damages shall be processed as a grievance in accordance with, and within the time limits prescribed by, the provisions of SFUA Article X.

ADD#1 2018 – 2024

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

This addendum amends the Standard Form of Union Agreement only to the extent specifically stated and all other Articles, Sections and Addendums shall remain in full force and effect without modifications or exceptions.

No journeyman sheet metal worker or apprentice, presently on the employer's payroll, at the time of the signing of this addendum shall suffer any reduction of pay or loss of any fringe benefit or any other monetary compensation of benefits as a result of the signing of the addendum, unless mutually agreed to by the employer and union and nothing shall preclude the payment of a higher rate at the discretion of the employer.

**ARTICLE I
Coverage**

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

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

Work performed under this addendum shall include:

Section 1. Residential: Residential work on any single family dwelling or multiple family housing unit where each individual family apartment is conditioned by separate and independent equipment or systems, hallways and lobby areas associated with residential units, also inclusive. Residential classification shall start at the point of connection to central building mechanical systems. Central building mechanical systems, or common areas such as cafeterias, office areas, meeting rooms, hydronic loops, and all required components to include but not limited to boilers, pumps, and cooling towers shall be defined as building trades work. Residential work shall not exceed five (5) stories in height.

- A) **Venting:** For all areas excluding areas within the city limits of Seattle and Bellevue, venting of the following equipment in individual residential units; bathroom exhaust, kitchen range hoods, clothes dryers, and fresh air (i.e. ERV and HRV systems), shall be limited to twelve (12) stories in height, and not to exceed six (6) inch round or equivalent and not to exceed 400 CFM.

Section 2. Service: Service performed on all work which is inclusive of mechanical system service, repair, maintenance, overhaul and will also include start up, thermostat installations, filter changing, oiling, and belt replacements; the replacement of equipment, component parts and adjustments to make operative all heating and air conditioning equipment; and shall be applicable on any and all equipment of ten (10) tons of air conditioning or less and on buildings ten thousand (10,000) square feet or less and not to exceed three (3) stories in height. Where the serviceable structure is contained within a larger building, only the serviceable structure shall be included as applicable to the ten (10) tons and ten thousand (10,000) square feet or less and not to exceed three (3) stories in height.

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

- A) In all areas within the jurisdiction of this Collective Bargaining Agreement, except Bellevue, Seattle, and Tacoma, light commercial work may be performed on buildings eighteen thousand (18,000) square feet or less (the eighteen thousand square feet shall be determined by the outside dimensions of the building) not to exceed three (3) above grade occupied stories in height, restricted to the individual owner or occupant, restricted to the conditioned space of the building, restricted to separate bid.
- B) The Contractors shall submit a list of all light commercial projects to the union office before commencing work.
- C) Light Commercial definition does not apply to shop fabrication.
- D) Light Commercial definition limited to private projects.

ARTICLE III **Work Assignment**

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

Section 2. The employer will be allowed a thirty (30) day period at the end of which the employee will be required to make application for membership with Sheet Metal Workers Local Union 66. All applicable wage and fringe payments will be retroactive to the first day that the employee is hired.

Section 3. It is the intent of both parties that the term foreman shall mean any residential journeyman employee of an employer signatory to this agreement who is designated by such employer to supervise the activities of four or more sheet metal workers (union employees), and coordinates the activities between the general contractor, subcontractors, and his employees. This does not apply to cumulative crews that do not interface on separate residential units within a project.

Section 4. The foreman shall receive one and a half dollars (\$1.50) per hour over the level four (4) journeyman rate of pay.

ARTICLE IV **Rates of Pay**

Wages and Benefits to be allocated and paid in accordance with the "Western Washington Wage Sheets" signed by SMACNA Western Washington, Affiliated Independent Contractor, or unaffiliated Independent Contractor and SMART Local 66, which shall be distributed annually in the month of May. Amounts set forth in this Addendum are effective June 1, 2018 and shall increase at their respective level effective June 1, 2019, June 1, 2020, June 1, 2021, June 1, 2022 and June 1, 2023.

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

Section 2. Healthcare: Local 66 members dispatched under the provisions of this Addendum shall participate in the Northwest Sheet Metal Healthcare Plan "B", the contribution shall be \$9.01 per hour effective June 1, 2018. The healthcare plan will be exclusive of VEBA and extended benefit coverage. The parties to this Addendum shall consider and, upon mutual agreement, adopt participation in the NWHC Plan "C" (or like Plan provision) after its' establishment.

Section 3. Residential Journeymen – Four Levels of Classification

Level I (80% of Level IV)

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

Level II (85% of level IV)

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

Level III (90% of Level IV)

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

Level IV (64% of BT JM Wage)

ARTICLE V
Apprentices

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

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

<i>First Six Months:</i>	Base Wage Rate 55%
<i>Second Six Months:</i>	Base Wage Rate 60%
<i>Third Six Months:</i>	Base Wage Rate 65%
<i>Fourth Six Months:</i>	Base Wage Rate 70%
<i>Fifth Six Months:</i>	Base Wage Rate 75%
<i>Sixth Six Months:</i>	Base Wage Rate 80%

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

ARTICLE VI
Residential Inductee

Section 1.

- A. During the first thirty (30) days of employment, residential inductees will be allowed to perform all work specified under Article I of this Addendum. After the initial thirty (30) day employment period, residential inductees will be allowed to do any of the work specified under Article II, Section 1- Residential and will be allowed to perform general clean-up, housekeeping and truck driving (delivery and pick up) as relates to Section 2-Service and Section 3-Light Commercial of Article II.
- B. The new employee can be hired directly by any signatory contractor but must register with the Union before starting employment.
- C. Direct supervision by a journeyman is not required for a residential inductee.
- D. This section will only be applicable when at least one (1) Residential Journeyman is employed.
- E. The ratio for Residential Inductee shall be as follows:
 - a. Five (5) Residential Inductees do not apply to ratio (section c below), or cap (section d below).
 - b. Two (2) Residential Apprentices for each one (1) Residential Journeyman.
 - c. Two (2) Residential Inductees for each one (1) Residential Apprentice:

Res JM	Res App	Res Inductee
1	2	4
2	4	8
3	6	12
4	8	16
5	10	20

- d. A maximum of Twenty (20) Residential Inductees may be employed by any one employer.

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

ARTICLE VII
Hours of Work

Section 1. The regular workday shall consist of eight (8) consecutive hours of work between the hours of 6:00 a.m. and 7:00 p.m. with one half (1/2) hour for lunch.

- A) The regular workday for Residential and Light Commercial installation work as defined in Addendum II, Article II shall consist of eight (8) consecutive hours of work between the hours of 6:00 am and 6:00 pm with one half (1/2) hour for lunch.
- B) The regular workday for Residential and Light Commercial service work as defined in Addendum II, Article II, shall consist of eight (8) consecutive hours of work between the hours of 6:00 am and 7:00 pm with one half (1/2) hour for lunch.

Section 2. The regular workweek shall consist of five (5) consecutive days beginning Monday through Saturday, for a forty (40) hour week with two (2) consecutive days off.

Section 3. All hours worked before 6:00 a.m. and after 6:00 pm for installation or 7:00 p.m. for service and all hours worked over a forty (40) hour week shall be paid at one and one half (1-½) times of established regular hourly rate.

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

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

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

Section 1. The rate of pay for travel time before and after scheduled work hours shall be paid for at one and one-half (1 ½) times a base travel rate for travel before and after scheduled work hours, not to exceed two (2) hours per day. This base travel rate shall be listed on the wage sheets that are part of this Agreement. The employee may load and drive a company vehicle per the above stated agreement.

Section 2. All company vehicles used in transporting men, tools or materials to and from the job site shall bear the company's name in legible letters.

ARTICLE IX **Qualifications**

Section 1. The Employer agrees to be bound by all wage, hours and conditions of employment contained in the Standard Form of Union Agreement and Addendum #1 on all work items not specifically changed or amended by the terms of this Addendum.

Section 2. The Employer agrees that no employee shall suffer a reduction in wages or benefits due to the adoption of this Addendum.

Section 3. The Labor-Management Committee reserves the right in its sole discretion to cancel this Addendum with any Employer who has been found by the Local Joint Adjustment Board to have violated conditions as contained herein.

Section 4. Residential and Light Commercial work that is readily available to the signatory residential shop may be performed by Building Trades Journeymen and Commercial Servicemen who are agreeable. Said Journeyman and Servicemen will be re-dispatched by the union electronically using a dispatch code to be implemented into the hiring procedures as listed in Addendum 1, Article XVI. The rate of pay for these journeymen will be 75% of the building trade rate of pay and full building trade benefit package.

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

This Addendum amends the Standard Form of Union Agreement only to the extent specifically stated and all other Articles, Sections and Addendums shall remain in full force and effect without modification or exceptions.

No Journeyman Sheet Metal Worker or Apprentice, presently on the Employer's payroll, at the time of the signing of this Addendum shall suffer any reduction of pay or loss of any fringe benefit or any other monetary compensation of benefits as a result of the signing of the Addendum, unless mutually agreed to by the Employer and Union and nothing shall preclude the payment of a higher rate at the discretion of the Employer.

ARTICLE I

SECTION A: Service Journeyman Rate of pay - Seattle/Everett/Bremerton/Tacoma Areas

Wages and Benefits to be allocated and paid in accordance with the "Western Washington Wage Sheets" signed by SMACNA Western Washington, Affiliated Independent Contractor, or unaffiliated Independent Contractor and SMART Local 66, which shall be distributed annually in the month of May.

1. Effective June 1, 2018 Western Washington Building Trades Journeyman Total Package shall increase \$4.34 to \$82.51.
2. Effective June 1, 2019 Western Washington Building Trades Journeyman Total Package shall increase \$3.37 to \$85.88.
3. Effective June 1, 2020 Western Washington Building Trades Journeyman Total Package shall increase \$3.73 to \$89.61.
4. Effective June 1, 2021 Western Washington Building Trades Journeyman Total Package shall increase \$2.22 to \$91.83.
5. Effective June 1, 2022 Western Washington Building Trades Journeyman Total Package shall increase \$2.28 to \$94.11.
6. Effective June 1, 2023 Western Washington Building Trades Journeyman Total Package shall increase \$2.31 to \$96.42.

ARTICLE II
Service Defined

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

ARTICLE III
Coverage

Section 1. Journeymen sheet metal servicemen and apprentices covered by this Addendum who are trained and qualified to do service work may perform installation of any HVAC system under the terms, conditions, and working rules of Addendum 1.

ARTICLE IV
Hours of Work

Section 1. All work week, work day, holiday, and overtime rules not specifically modified by this addendum shall be observed as per the Standard Form of Union Agreement and Addendum 1 of this agreement.

- A. Service Journeyman, Apprentices and Technicians who after their regular shift return to work on a customer service call shall be paid at one and a half (1 ½) times the regular hourly rate for all hours worked between 5:00 pm and 12:00 midnight.
- B. Service Journeyman, Apprentices and Technicians who report to work by the direction of the Employer between the hours of 12:00 midnight and 6:00 a.m. shall be paid a minimum of two hours pay at two (2) times the established regular hourly rate. This does not apply when the work is started prior to 12:00 midnight and extends past midnight.
- C. Any work performed on Sunday and any holidays described in the Standard Form of Union Agreement shall be paid at two (2) times the established regular hourly rate.
 - a. It is agreed that the observed holiday, Christmas Eve Day and the Friday following Thanksgiving are optional holidays. Employees shall select at least one of these days as a holiday. The employer may retain up to fifty percent (50%) of their employees on these days at their discretion. If the company is open for regular business on these days, the regular rate of pay would apply. If the company is not open for regular business on these days, one and one-half (1 ½) times the established regular hourly rate shall apply.
- D. If required to be on call, Service Journeyman, Apprentices and Technicians shall receive standby pay in the sum of fifty dollars (\$50) per day, if they are not provided with a truck on a full time basis. If they are provided with a truck on a full-time basis and required to be on call, Service Journeyman, Apprentices and Technicians shall receive standby pay in the sum of twenty dollars (\$20) per day Monday – Saturday, and thirty dollars (\$30) per day for Sunday and holidays.

ARTICLE V
Service Apprentice Program

Section 1. A Sheet Metal Service Apprentice, where capable, shall not be required to work under the supervision of a Journeyman. It shall be a violation of this Agreement for an Employer to replace a Journeyman Serviceman with an Apprentice.

Section 2. A graduated wage scale for Service apprentices shall be established and maintained on the following percentage basis of the established wage rate of journeyman sheet metal workers:

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

ARTICLE VI
SERVICE TECHNICIAN PROGRAM

Section 1

- A. Service Technician(s) will be allowed to do any of the work specified under Article II, Section I of this Addendum.
- B. The new employee can be hired directly by any signatory contractor but must register with the union before starting employment.
- C. Direct supervision by a Service Journeyman is not required for a Service Technician.
- D. The ratio for Service Technicians shall be as follows:
 - a. Any Employer who employs a combination of four (4) Service Journeymen and Apprentices will be entitled to one (1) Service Technician. Thereafter, one Service Technician for every six (6) Service Journeymen and Apprentice combination. Combination is defined as the sum total of Journeymen and Apprentices.
 - b. Any Employer who traditionally employees three (3) or less Service Journeymen or Apprentices may request special consideration from the Business Manager to hire one (1) Service Technician.
 - c. Level II and Level III Service Technicians performing work covered under Addendum #2 – Residential may be hired without regard to Journeymen and Apprentice ratios.
 - d. Level II and Level III Service Technicians performing work covered under Addendum #2, Article II Section 2 Service or Section 3 Light Commercial will be granted at a ratio of one (1) Service Technician for each two (2) Service Journeyman, for the purpose of recapturing Light Commercial work.
- E. Service Technicians may only perform work on private projects.

Section 2 – Rates of Pay – Three (3) Levels of Classification

- A. Fringe benefit payments reflect modification (lower) to: National Sheet Metal Workers Pension; Northwest Sheet Metal Workers Pension; Northwest Healthcare Plan-no VEBA or extended benefit coverage; and Northwest Supplemental Plan.

1. Service Technician Level I (40% of Journeyman Rate)

Service Technician Level I employed for one (1) year shall advance to Service Technician Level II.

2. Service Technician Level II (60% of Journeyman Rate)

Service Technician Level II must complete 4,000 hours of service and successful completion of 36 hours of continued education to advance to Service Technician Level III.

3. Service Technician Level III (70% of Journeyman Rate)

Service Technician Level III must complete 4,000 hours of service and successful completion of 36 hours of continued education to advance to Service Apprenticeship Program. WWJATC shall evaluate for placement at the appropriate apprenticeship level.

Service Technicians employed prior to May 31, 2015, shall be "Red Circle" and remain at their previous compensation percentage level, and shall advance in accordance with provisions adopted effective June 1, 2015, if they so choose.

ARTICLE VII **Hand Tools**

Service Journeymen, Apprentices and Technicians shall be required to provide all necessary basic hand tools required to perform their work. The employer shall provide special tools and instrumentation required to perform service work. Employer responsibility ends at one thousand six hundred fifty dollars (\$1,650) for replacement value on basic hand tools of employees, if proven stolen.

ARTICLE VIII **New Employees**

New employees covered by this Addendum who are trained and qualified to do service work may only perform sheet metal work which is incidental to service work as described in Article II, Section 1 of this Addendum.

ARTICLE IX **Service Foreman**

Section 1. It is the intent of both parties to this agreement that the term "foreman" shall mean any service journeyman employee of an employer signatory to this agreement who is designated by such employer to supervise on a full time or part time basis the activities of twelve (12) or more service sheet metal workers (union employees).

Section 2. Foreman shall receive a ten percent (10%) premium over service journeyman appropriate shift regular rate of pay.

ARTICLE X **Miscellaneous**

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

Section 2.

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