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AGREEMENT

BETWEEN

SHEET METAL AND
AIR CONDITIONING CONTRACTORS
NATIONAL ASSOCIATION,
KANSAS CITY CHAPTER, INC.

AND

SHEET METAL WORKERS'
INTERNATIONAL ASSOCIATION
LOCAL UNION NO. 2
KANSAS CITY, MISSOURI

JULY 1, 2002 TO JUNE 30, 2007

KANSAS CITY
CHAPTER

AGNA

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UNION AGREEMENT

Agreement entered into this 1st day of July, 2002 by and between Sheet Metal and Air Conditioning Contractors National Association, Kansas City Chapter, Inc. (SMACNA-KC), hereinafter referred to as the Employer, and Local Union NO. 2 of Sheet Metal Workers' International Association, hereinafter referred to as the Union, for Allen, Anderson, Atchison, Bourbon, Cherokee, Coffey, Crawford, Doniphan, Douglas, Franklin, Jefferson, Johnson, Labette, Leavenworth, Linn, Miami, Montgomery, Neosho, Wilson, Woodson and Wyandotte Counties, Kansas and Andrew, Atchison, Bates, Barton, Benton, Buchanan, Caldwell, Camden, Carroll, Cass, Chariton, Clay, Clinton, Daviess, Dekalb, Gentry, Grundy, Harrison, Henry, Hickory, Holt, Howard, Jackson, Johnson, Lafayette, Linn, Livingston, Mercer, Miller, Moniteau, Morgan, Nodaway, Pettis, Platte, Ray, Saline, St. Clair, Vernon and Worth Counties, Missouri.

ARTICLE 1 SCOPE

Section 1-1. The parties to this Agreement endorse a basic philosophy of an hour's work for an hour's pay. Employees shall be at the shop or project site at scheduled starting time each day and shall remain until quitting time. The contractor shall be required to pay, at applicable rate, any sheet metal worker, to fill out paperwork needed for initial employment, such as, but not limited to, W-4, I-9 and standard company employment forms, provided the Local #2 member accepts employment.

Section 1-2. 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 inner lagging and outer lagging over insulation, removal of all inner lagging and outer lagging and all duct lining, including pre-form round duct lining installed in the field; (c) adjusting of all air handling equipment and duct work in connection with testing and balancing; (d) the preparation of all shop and field sketches used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches; all shop and field sketches, regardless of how produced, shall bear a Local No. 2 detailer stamp and/or the name and card number of the sheet metal worker who prepared the drawings; and (e) all other work included in the jurisdictional claims of Sheet Metal Workers' International Association.

Section 1-3. It is expressly included herein, for the purpose of indicating more specifically but not by any means limiting hereto that supplementary to Section 1-2 of this Article, this Agreement also covers the handling, setting, erecting, installation, assembling, dismantling, adjustment, alteration, reconditioning, repairing and servicing of all furnaces, unit or duct heaters (where duct is attached), make-up air heaters (gas-fired or electric), in the room heaters (gas-fired or electric), fans, filters of all types (including electronic air cleaners), blowers, sheaves, belt and chain guards of all kinds, plenums including prefabricated insulated casings and air chamber panels, with or without other equipment, louvers, screens, registers, grilles, housing, casings, diffusers of all kinds, including those in connection with lighting fixtures and ceilings, dampers of all kinds, sound traps, mixing boxes, attenuators of all kinds, access doors related to air-handling systems, dryers, sprayers, power and gravity

ventilators, lining within duct work, housings, and sound control boxes, dust collectors and recovery systems, breeching, canopies, hoods, convector and radiator and similar enclosures and covers, with or without backs, flexible tubing and connections thereto, all such or similar equipment involved in or in any way related to air handling systems, metal siding, wall panels, metal roofing, skylights and all architectural sheet metal work covered by this Agreement or by the jurisdictional claims of the Sheet Metal Workers' International Association.

Section 1-4. The Employer and Union shall exert every possible effort to secure all work included in and covered by this Agreement.

Section 1-5. The Employer agrees to report to the Union all jobs offered for bid or his acceptance by negotiation or otherwise in which any of the work or equipment covered by this Agreement is not included, to his knowledge, and he shall specify what is omitted. The Union agrees to exert every reasonable effort to secure such work for its membership.

ARTICLE 2 SUBCONTRACTING

Section 2-1. No Employer shall subcontract or assign any of the work described herein which is to be performed at a job site to any contractor, subcontractor or other person or party who fails to agree in writing to comply with the conditions of employment contained herein including, without limitations, those relating to Union security, rates of pay and working conditions, hiring and other matters covered hereby for the duration of the project.

Section 2-2. 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 3

MEN TO BE EMPLOYED

Section 3-1. The Employer agrees that none but journeymen, apprentice, and classified sheet metal workers shall be employed on any work described in Article 1, and further, for the purpose of proving jurisdiction, agrees to provide the Union with written evidence of assignment on the Employer's letterhead for certain specified items of work to be performed at a job site prior to commencement of work at the site. List of such specific items, which may be revised from time to time, as agreed to by and between SMACNA and SMWIA shall be provided to the Employer.

Section 3-2. The parties recognize the importance of maintaining sufficient records to support the current prevailing wage determination. The Employer agrees to provide the Union with a monthly report, which will include the name of each job (including each city, county and state), and the field hours worked by sheet metal workers on the job. The Union will agree to maintain these records and produce them when necessary to support prevailing wage determination when surveys are being conducted.

Section 3-3. SMWIA Local Union No. 2 and SMACNA - Kansas City Chapter agree to adopt a 10-panel substance abuse testing program. (See Attachment A). This Drug/Alcohol Testing policy for SMACNA - Kansas City Chapter, Inc. and SMWIA Local Union No. 2 Kansas City, Missouri has been adopted and implemented pursuant to negotiations between the two parties. Should any dispute arise with respect to the application or implementation of this policy between workers employed pursuant to the

collective bargaining agreement between SMACNA – Kansas City Chapter, Inc. and SMWIA Local 2, such disputes shall be submitted to the grievance and arbitration provisions of this agreement.

Purpose

This policy is negotiated and implemented pursuant to the Drug Free Work Place Act of 1988. It is not the intent of this program that it be used as punishment, but rather to assist employees with alcohol and/or drug abuse problems.

ARTICLE 4 HIRING PROCEDURE

Section 4-1. It is mutually agreed among the parties hereto that the following conditions shall govern hiring practices under this Agreement.

Section 4-2. When qualified journeymen sheet metal workers are required to properly execute work contracted for by the Employer in the manner and under the conditions specified in this Agreement, the Employer shall give the Union first opportunity with all other sources to provide suitable journeymen sheet metal workers. If the Union fails to supply journeymen sheet metal workers within forty-eight hours, the Employer may hire such employees and refer them to Sheet Metal Local 2 for enrollment.

Section 4-3. When additional qualified apprentices are required to properly execute work contracted for by the Employer in the manner and under conditions specified in this Agreement, the Employer shall obtain same from the Business Manager, or Business Representative, of Local Union No. 2.

Section 4-4. The Union shall select and refer applicants for employment without discrimination against such applicants because of race, color, religion, national origin, age, sex, or in any way affected by Union membership, by-laws, regulation, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements.

Section 4-5. The Employer shall have the right to reject any applicant for employment except for reason of race, color, religion, national origin, sex, or age.

Section 4-6. The Union, if requested, shall advise the Employer of the unemployed sheet metal workers who are qualified to perform the specific class of work available.

Section 4-7. The Employer agrees to notify the union immediately upon the employment of any sheet metal worker, except those who present a valid assignment slip to the steward or foreman before accepting employment.

Section 4-8. The Employer agrees not to discriminate against able journeymen fifty-five (55) years of age and older who have ten (10) years' good standing in Local Union No. 2. The Employer further agrees to employ one such journeyman for each nine (9) other journeyman employed if same are available and does not violate discrimination law.

Section 4-9. A copy of this hiring procedure shall be posted in the Union Hall and at the shop of each Employer.

Section 4-10. The Employer shall furnish a termination slip, furnished by Local No. 2 and SMACNA-KC with the final pay of each employee. Copies shall go to the employee and Local No. 2. Employer must be current on all employees' fringes to be eligible to terminate an employee. The parties to this Agreement further agrees to make his company current as per Section 18-3 of this Agreement on all fringes prior to an employee being terminated, otherwise the Company is not eligible to terminate any employee.

ARTICLE 5 UNION SECURITY

Section 5-1. 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 1 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 ground 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.

The Employer shall deduct from the wages of each employee, according to written authorization from the individual employee, the amount of Union initiation fees and dues, and forward to the Union between the first (1st) and tenth (10th) day of each month.

Section 5-2. If during the term of this Agreement the Labor Management Relations Act of 1947 shall be amended by Congress in such manner as to reduce the time within which an employee may be required to acquire Union membership, such reduced time limit shall become immediately effective instead of and without regard to the time limit specified in Section 1 of this Article.

Section 5-3. The provisions of this Article shall be deemed to be of no force and effect in any state, to the extent to which the making or enforcement of such provisions 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 involve employees immediately upon compliance with such conditions.

ARTICLE 6

TRAVEL EXPENSE LOCAL NO. 2 AREA

Section 6-1. When employed in a shop or on a job in Areas 1 through 5 (see Jurisdiction map) employees shall be governed by the regular working hours speci-

fied 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. The Employer will pay travel pay as indicated on the travel map.

Section 6-2. In the event additional transportation during the working hours is provided by an employee in his own vehicle, he shall be compensated for such transportation at the rate of thirty-six and one-half cents (36½¢) or allowable IRS rate per mile. The Employer shall pay for all parking expense, road and bridge tolls incurred. The Employer may designate parking locations and routes and employees shall furnish receipts for all expenditures. If the employee travels on company time in a company vehicle, travel pay and mileage is waived; however, the company will pay parking expenses and road and bridge tolls.

ARTICLE 7

TRAVEL EXPENSE OUTSIDE LOCAL 2 AREA

Section 7-1. When the Employer has any work specified in Article 1 of this Agreement to be performed outside of the geographic area covered by this Agreement, but within the geographic area covered by another local union of the SMWIA and qualified sheet metal workers are available in such area, he may send 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 package specified in Article 8. One shall be a foreman and receive foreman wages per Article 8 but in no case less than the estab-

lished wage package 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 that Local Agreement. If employees are sent into an area where there is no Local Agreement of the Sheet Metal Workers' International Association covering the area then the minimum conditions of the home Local Union shall apply.

* If the employee uses his own automobile for transportation he shall be compensated for the use of the automobile at the rate of thirty-six and one-half cents (36½¢) or allowable IRS rate per mile.

** If the employee travels by automobile during other than regular working hours he shall be compensated for travel time at the rate of fifty cents (\$0.50) per mile.

If the employee travels on company time in a company vehicle, travel pay and mileage is waived; however, the company will pay parking expenses and road and bridge tolls.

*** When an employee works outside of the jurisdiction of Local No. 2, and when an overnight stay is required, the Employer shall have the option of paying the employee in either of the following ways:

1. Minimum board and room shall be paid at seventy dollars (\$70.00) per day worked and the employee shall be paid travel time and transportation to travel home each week;

or

2. Minimum board and room shall be paid at seventy dollars (\$70.00) per day including Saturdays, Sundays and holidays, and the employee shall be paid travel time and transportation when the employee travels to and from the job location as assigned by the Employer.

It is agreed that if the employee is not assigned to the job location for at least seven (7) days, the employee shall be paid in accordance with Option 1.

Out of town expenses in excess of the amounts listed in this contract and mutually agreed to between the men and Employer shall be allowed and reported to the Union.

ARTICLE 8 LOCAL WAGE RATES, FRINGE PACKAGE AND EXPENSE

Section 8-1. In addition to the fringe benefits listed in this Agreement, the minimum rate of taxable wages for journeyman sheet metal workers covered by this Agreement when employed in a shop or on a job within the jurisdiction of the Union to perform any work specified in Article 1 of this Agreement shall be as follows:

Section 8-2. The total Wage and Fringe package shall be as follows:

AREA 1 WAGE RATE AND FRINGE BENEFIT SUMMARY

	7-01-02	07-01-03	07-01-04	07-01-05	07-01-06
Total Wage Increase	1.85	1.90	1.95	2.00	2.00
I. Journeyman Hourly Wage Rate (Before Taxes)	\$30.72	\$32.52	\$34.37	\$36.27	\$38.17
401-K (currently .50¢) (Taxable)	0.50	0.50	0.50	0.50	0.50
Deductions After Taxes					
Supplemental Dues	0.94	1.04	1.14	1.24	1.34
LAC (Optional)	0.05	0.05	0.05	0.05	0.05
United Fund	0.01	0.01	0.01	0.01	0.01
Sheet Metal Workers International Scholarship	0.01	0.01	0.01	0.01	0.01

	7-01-02	07-01-03	07-01-04	07-01-05	07-01-06
Fringes Paid By Employer On Behalf of Employee and Employer:					
Pension	5.32	5.32	5.32	5.32	5.32
Mo-Kan Health *	3.41	3.41	3.41	3.41	3.41
Retiree Mo-Kan Health Subsidy	0.25	0.30	0.35	0.40	0.45
Nat'l Training Fund	0.12	0.12	0.12	0.12	0.12
Area 1 Local Industry Fund	0.36	0.38	0.40	0.41	0.42
Area 1 Local Training Fund	0.68	0.71	0.74	0.78	0.82
NEMI	0.03	0.03	0.03	0.03	0.03
SMOHI	<u>0.02</u>	<u>0.02</u>	<u>0.02</u>	<u>0.02</u>	<u>0.02</u>
Total Fringe Package	10.19	10.29	10.39	10.49	10.59
 Total Wage & Fringe Package	 \$40.91	 \$42.81	 \$44.76	 \$46.76	 \$48.76

* Allocations subject to change by MoKan Trustees recommendation at a Special Order Of Business Meeting, prior to contractual increase.

	7-01-02	07-01-03	07-01-04	07-01-05	07-01-06
Scale	\$30.72	\$32.52	\$34.37	\$36.27	\$38.17
Second Shift 1.15%	35.33	37.40	39.53	41.71	43.90
Third Shift 1.25%	38.40	40.65	42.96	45.34	47.71
Foreman Pay 1.055% Times Total Package Minus Fringes	32.97	34.87	36.83	38.84	40.85
General Foreman Pay 1.08% Times Total Package Minus Fringes	33.99	35.94	37.95	40.01	42.07

AREA 1 WAGE RATE FOR APPRENTICES

		7-01-02	07-01-03	07-01-04	07-01-05	07-01-06
(Journeyman Rate)	Scale	30.72	32.52	34.37	36.27	38.17
APPRENTICE	TAXABLE RATE %					
1st Six Months	40	12.29	13.01	13.75	14.51	15.27
2nd Six Months	45	13.82	14.63	15.47	16.32	17.18
3rd Six Months	50	15.36	16.26	17.19	18.14	19.09
4th Six Months	55	16.90	17.89	18.90	19.95	20.99
5th Six Months	60	18.43	19.51	20.62	21.76	22.90
6th Six Months	65	19.97	21.14	22.34	23.58	24.81
7th Six Months	70	21.50	22.76	24.06	25.39	26.72
8th Six Months	75	23.04	24.39	25.78	27.20	28.63
9th Six Months	80	24.58	26.02	27.50	29.02	30.54
10th Six Months	85	26.11	27.64	29.21	30.83	32.44

1st and 2nd Six Month Apprentices	7-01-02	07-01-03	07-01-04	07-01-05	07-01-06
(Before Taxes)					
401-K (currently .50¢)	0.50	0.50	0.50	0.50	0.50
Deductions After Taxes					
LAC (Optional)	0.05	0.05	0.05	0.05	0.05
Fringes Paid By Employer:					
Mo-Kan Health	3.41	3.41	3.41	3.41	3.41
Pension	See Below				
Retiree Mo-Kan Health Subsidy	0.25	0.30	0.35	0.40	0.45
Area 1 Local Training Fund	0.01	0.01	0.01	0.01	0.01
Nat'l Training Fund	0.12	0.12	0.12	0.12	0.12
NEMI	0.03	0.03	0.03	0.03	0.03
SMOHI	0.02	0.02	0.02	0.02	0.02

3rd Through 10th Six Month Apprentices	7-01-02	07-01-03	07-01-04	07-01-05	07-01-06
(Before Taxes)					
401-K (currently .50^)	0.50	0.50	0.50	0.50	0.50
Deductions after Taxes					
LAC (Optional)	0.05	0.05	0.05	0.05	0.05
Sheet Metal Workers					
International Scholarship	0.01	0.01	0.01	0.01	0.01
United Fund	0.01	0.01	0.01	0.01	0.01
Fringes Paid By Employer:					
Pension	See Below				
Mo-Kan Health	3.41	3.41	3.41	3.41	3.41
Retiree Mo-Kan Health Subsidy	0.25	0.30	0.35	0.40	0.45
Nat'l Training Fund	0.12	0.12	0.12	0.12	0.12
Area 1 Local Training Fund	0.68	0.71	0.74	0.78	0.82
NEMI	0.03	0.03	0.03	0.03	0.03
SMOHI	0.02	0.02	0.02	0.02	0.02

AREA 1 PENSION CONTRIBUTION FOR APPRENTICES

PENSION		7-01-02	07-01-03	07-01-04	07-01-05	07-01-06
(Journeyman Rate)		\$5.32	\$5.32	\$5.32	\$5.32	\$5.32

**APPRENTICE
PENSION****PERCENT
RATE**

1st Six Months	40	\$2.13	\$2.13	\$2.13	\$2.13	\$2.13
2nd Six Months	45	2.39	2.39	2.39	2.39	2.39
3rd Six Months	50	2.67	2.67	2.67	2.67	2.67
4th Six Months	55	2.93	2.93	2.93	2.93	2.93
5th Six Months	60	3.19	3.19	3.19	3.19	3.19
6th Six Months	65	3.45	3.45	3.45	3.45	3.45
7th Six Months	70	3.73	3.73	3.73	3.73	3.73
8th Six Months	75	3.99	3.99	3.99	3.99	3.99
9th Six Months	80	4.25	4.25	4.25	4.25	4.25
10th Six Months	85	4.52	4.52	4.52	4.52	4.52

Section 8-3. On all work specified in Article 1 of this Agreement, fabricated and/or assembled by journeymen, apprentices, and classified sheet metal workers whose established wage scale is higher than the wage scale specified in this Agreement, the higher wage scale of the job site Union shall be paid to the journeyman employed on such work in the home shop or sent to the job site.

Section 8-4. The provisions of Section 2 of this Article, Section 2 of Article 2 and Section 1 of Article 3 shall not be applicable to the manufacture for sale to the trade or purchase of the following items:

1. Ventilators
2. Louvers
3. Automatic and fire dampers
4. Radiator and air conditioning unit enclosures
- *5. Fabricated pipe and fittings for residential installations only
 - a) Round pipe and elbows
 - b) Boots, round to rectangular transitions and "Y" joints
 - c) Register boxes
 - d) Wall riser, pipe, riser elbows, and angles up to 3-1/2" x 14"
 - e) Furnace, smoke or vent pipe
6. Mixing (attenuation) boxes
7. Plastic skylights
8. Air diffusers, grilles, registers
9. Sound attenuators
10. Chutes
11. Doublewall panel plenums
12. Angle rings

*Residential installations of heating and air conditioning shall be defined as applying to work on any single-family dwelling, or on any multiple-family housing unit where each individual-family apartment is individually conditioned by a separate and independent unit or system.

Section 8-5. The provisions of Section 3 of this Article shall not be applicable to AIR POLLUTION CONTROL SYSTEMS fabricated for the purpose of removing air pollutants, excluding air conditioning, heating and ventilating systems.

The provisions of Section 3 of this Article will not be applicable to the manufacture of spiral pipe and fittings.

Section 8-6. Except as provided in Section 3 and 5 of this Article, the Employer agrees that journeymen sheet metal workers hired outside of the territorial jurisdiction of this Agreement shall receive the wage scale and working conditions of the Local Agreement covering the territory in which such work is performed or supervised.

Section 8-7. In applying the provisions of Section 2, 5, 6 of this Article 8, the term "wage scale" shall include the value of all applicable hourly contractual benefits in addition to the hourly wage rate provided in said Sections.

Section 8-8. Fringe benefit contributions shall not be duplicated.

Section 8-9. Wages at the established rates specified herein shall be by check or alternative payroll procedure, i.e. electronic and/or automatic deposit in the shop or at the job at or before quitting time of the pay-day of each week specified by the Employer and no more than three (3) regular work days pay will be withheld. A statement in writing shall be provided to the employee with each pay, showing regular hours worked, overtime hours worked, gross pay and itemized deductions. However, employees when discharged, shall be paid in full and Employer must be current on fringes. No employee will be discriminated against for the method of payroll procedure he/she elects.

Section 8-10. Journeymen, apprentice and classified sheet metal workers, who report for work by

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

Section 8-11. On all work specified in Article 1 of this Agreement each Employer covered by this Agreement shall employ at least one (1) journeyman sheet metal worker who is not an owner of the firm.

ARTICLE 9 FOREMAN

Section 9-1. A foreman is defined as a journeyman sheet metal worker who in addition to his regular work is assigned the supervision of one or more sheet metal workers.

Section 9-2. A General Foreman is a journeyman sheet metal worker who in addition to his regular work is assigned the supervision of one or more foreman. A General Foreman shall receive General Foreman wages per Article 8 of this Agreement.

Section 9-3. Each Employer working under this Agreement shall have a foreman in his shop. Article 16 is exempt of Section 9-3.

Section 9-4. Each Employer working under this Agreement shall have a foreman for each field crew of three or more men.

Section 9-5. Each Employer working under this Agreement shall have a General Foreman in addition to the foreman mentioned above on each field crew of 12 men or more.

Section 9-6. Each Employer having three crews (each with less than three men) on any one project at the same time shall have a foreman to supervise these crews.

Section 9-7. Each employer not signatory to a Local 2 Agreement, who requests additional man-

power, will pay the first assigned journeyman, foreman's rate.

ARTICLE 10 GRIEVANCE PROCEDURE

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

Section 10-1. 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 duly authorized representative of the Union, if possible. An Employer may have the local Association present to act as his representative.

Section 10-2. Grievances not settled as provided in Section 1 of this Article may be appealed by either party to the Local Joint Adjustment Board in the area in which the work is performed 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 Chairman and Co-Chairman to render a final and binding determination, except as provided in Section 3 and 5 of this Article. The Board shall consist of an equal number 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 ter-

mination of the procedures prescribed in Section 1 of this Article, unless the time is extended by mutual agreement of the parties.

Section 10-3. 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 the 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.

*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 22022-0956, or 4201 Lafayette Center Drive, Chantilly, VA 22021-1209.

Section 10-4. 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 shall be submitted within thirty (30) days after termi-

nation of 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.

Section 10-5. 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 10-6. 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 10-7. Failure to exercise the right of appeal at any step thereof within the time limit provided therefor 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 lock-out during the pendency of the procedures provided for in this Article. Except in case of deadlock, the decision of the National Joint Adjustment Board shall be final and binding.

Section 10-8. Nothing contained in this Article shall apply to any controversy or dispute arising out of any notice of reopening of this Agreement as provided in Article 44 thereof.

Section 10-9. It is mutually agreed by both parties to this Agreement that in the event Sheet Metal and Air Conditioning Contractors National Association, Inc., and Sheet Metal Workers' International Association

fails to function as per this Article, the parties to this Agreement will amend Article 10 with a new grievance procedure mutually agreed to by both parties.

ARTICLE 11

WORK HOURS - OVERTIME

Section 11-1. The regular working day shall consist of eight (8) hours of labor in the shop or on the job between eight (8) a.m. and five (5) p.m. and the regular work week shall consist of five (5) consecutive eight (8) hour days of labor in the shop or on the job beginning 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 provided in Article 11-5 or as otherwise provided in this Agreement or agreed to by the Union, all work performed outside of regular working hours during the regular work week, shall be at double (2) times the regular rate. Start time may be varied by one hour. Once start time is established, any changes must be made with prior notification to Local No. 2.

When circumstances warrant and when it is mutually beneficial and agreed to by both the Employer and the Union, the Employer may institute a work week consisting of four (4) consecutive ten (10) hour days, between the hours of six (6) a.m. and five (5) p.m., Monday through Thursday, with one-half ($\frac{1}{2}$) hour allowed for a lunch period each day. Friday may be used as a make-up day, and, if utilized, a minimum of eight (8) hours work must be scheduled. The make-up day will be voluntary, and a decision not to work may not be held against the employee. When working 4 (four) ten (10) hour days overtime will be paid at the $1\frac{1}{2}$ rate for the eleventh and twelfth hour, all other works will be paid at the 2X rate.

Section 11-2. Upon written request from an Employer the Business Manager of Local No. 2 may

grant permission to vary the hours and/or work week set out in Section 11-1.

Section 11-3. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or days locally observed as such, and Sunday shall be recognized as holidays. If a holiday falls on Saturday, Friday shall be observed; if it falls on Sunday, Monday shall be observed. All work performed on holidays shall be paid as follows: Double time.

Section 11-4. It is agreed that all work performed outside of regular working hours during the regular work week and on holidays shall be performed only upon notification by the Employer to the Local Union in advance of scheduling such work. Preference to overtime and holiday work shall be given to all qualified men on the job (including stewards) on a rotation basis so as to equalize such work as nearly as possible.

Section 11-5. (a) The first two hours of overtime, Monday through Friday, and the first 8 hours on Saturday shall be at time and one-half for all work. All other overtime shall be at double time, or double the appropriate shift rate.

The first two hours of overtime must be concurrent with the regular work day (Section 11-1), two hours prior to or following the regular work day are at 1½ times.

The regular workday (defined in Section 11-1) on Saturday is paid at 1½ times. Work performed outside of the regular Saturday work day is at double time.

(b) The employee of the employer has the right to reject provisions as stated above without discrimination to his employment.

ARTICLE 12 NIGHT WORK

Section 12-1. Night work in occupied buildings where work is performed within our regular forty (40) hour week which would conflict with owners' busi-

ness and would be dangerous to the public, may be executed under the following schedules.

Section 12-2. Night work shall be paid at the appropriate shift rate as outlined in Article 13.

Section 12-3. If it is necessary to work more hours than specified in Article 13 on night work, overtime shall be paid per Article 11, overtime shall be calculated using the appropriate shift rate.

Section 12-4. The above-referred-to night work does not pertain to unoccupied buildings or theater buildings. Work performed on Saturday, Sunday or recognized holidays, will be paid as per Article 11, overtime shall be calculated using the appropriate shift rate.

Section 12-5. Work performed under this Article shall be of at least three (3) days duration.

Section 12-6. Local No. 2 must be notified prior to the commencement of any work by the Employer on the job site, in order for the Employer to be allowed to pay its employees under this Article.

ARTICLE 13 SHIFT WORK

Section 13-1. Shift work shall be done at the following schedule:

PAY RATE FOR HOURS WORKED

	Elapsed Work		7-01-02	7-01-03	7-01-04	7-01-05	7-01-06
	Hours	Hours					
First Shift	8½	8	\$30.72	\$32.52	\$34.37	\$36.27	\$38.17
Second Shift	8	7½	35.33	37.40	39.53	41.71	43.90
Third Shift	7½	7	38.40	40.65	42.96	45.34	47.71
Totals	24	22½					

First Shift	8:00 a.m. to 4:30 p.m.
Second Shift	4:30 p.m. to 12:30 a.m.
Third Shift	12:30 a.m. to 8:00 a.m.

When working hours overlap into another shift, the higher shift wage will be paid on all shift hours worked. Start times may be varied by one hour.

Once shift hours have been established, changes must be approved by Local No. 2.

Section 13-1. (a) If the option to work (4) four (10) ten hour days as provided in Article 11 of this Agreement is exercised for the Second or Third Shift as established in Section 13-1, then the shift rate for the shift in which the work starts will be paid for all ten (10) hours worked. The shift overlap provisions in Section 13-1 will not apply if this option is taken and overtime shall be paid per Article 11 and calculated using the designated shift rate. Shift starting time by necessity may be varied with approval of Local 2.

Section 13-2. When shift work occurs on Saturdays, Sundays, or recognized holidays, the wage scales shall be as set forth in Article 11 of this Agreement. Not more than one (1) shift shall be allowed on the job of less than five (5) days' duration, except in case of emergency, which shall be determined by the Local Joint Adjustment Board prior to the start of the operation in question.

Section 13-3. Local No. 2 must be notified in advance, when work is to be done under this Article.

Section 13-4. If it is necessary to work more hours than specified in Article 13-1 on Shift Work, overtime shall be paid per Article 11, overtime shall be calculated using the appropriate shift rate.

ARTICLE 14 OUT-OF-TOWN OVERTIME

Section 14-1. Permission may be granted by the Business Representative of Local No. 2 for employees to work overtime at one and one-half (1-1/2) times the basic rate of pay for work on out-of-town jobs in the jurisdiction of Local No. 2 provided, however, such overtime does not occur on Sundays or holidays. Upon request from employer, the business agent may grant permission to vary hours and/or work week as set out in Article 11, Section 2.

ARTICLE 15

SPECIAL CONDITIONS - OVERTIME

Section 15-1. It is recognized by both parties to this Agreement that in some segments of the sheet metal industry, it is impossible to pay double time for overtime and still be competitive. Because of this competitive situation, the parties do agree: On any work described in Article 1 where the Employer has reason to believe that double time instead of time and one-half for overtime will make him non-competitive, he may petition the Union in writing prior to bidding, to be allowed to pay time and one-half for overtime. The Union will render its decision in writing and the Employer shall be bound by such decision. Copies of all correspondence regarding this Article shall be sent to the Sheet Metal and Air Conditioning Contractors National Association-Kansas City Chapter, Inc.

Section 15-2. It is also recognized by both parties to this Agreement that often signatory contractors will be required to compete against another craft or contractor that allows a make-up day. It is Local No. 2's sole discretion to permit a make-up day in any and all instances. The employee of the employer has the right to reject provisions as stated above without discrimination to his employment.

ARTICLE 16

RESIDENTIAL

Section 16-1. This Article covers the rates of pay, rules and working conditions of all employees of the Employer engaged in the fabrication, erection, installation, repairing, replacing and servicing of all residential heating and air conditioning systems and the architectural sheet metal work on such residences.

Section 16-2. Residential work shall be defined as applying to work on any single family dwelling or multiple family housing unit where each individual family apartment is individually conditioned by a sep-

arate and independent unit or system. It shall also include work on individual fan coils in individual air handlers and their connected duct work systems, in each individual-family apartment or unit where these fan coils are hooked to a central boiler and/or a central chiller.

Section 16-3. The wages and fringes paid under this Article shall be in accordance with Article 8 of this Agreement, or, with the Residential Addendum and made part of this Article and Collective Bargaining Agreement effective July 1, 2002.

ARTICLE 17 TOOLS

Section 17-1. Journeyman and apprentice sheet metal workers covered by this Agreement shall provide for themselves all necessary hand tools. The Union and the Employer agree to the following hand tools:

- Tinners hammer 18 oz.
- Snips 1 left 1 right
- Bull snips
- Sheet metal tongs
- Vise grips 1 regular 1 c grips
- Adjustable wrench
- 7/16-3/4 end wrenches
- 1 pr. Dividers
- Center punch
- Drift pin
- Awl
- Combination square
- Screw driver 1 regular 1 phillips
- Whitney punch Jr.
- Tape measure
- Hacksaw
- Cold chisel

Section 17-2. Journeyman and apprentice sheet metal workers covered by this Agreement shall not be

permitted to furnish the use of their 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 job to home at quitting time.

ARTICLE 18

COLLECTION OF FRINGE BENEFITS

Section 18-1. Employers shall remit, on a monthly basis, to a bank selected by SMACNA-KC and Local No. 2, the fringe benefit contributions listed in Section 8-2 of this Agreement, and such payments shall be distributed by the designated depository bank in accordance with Section 8-2.

Section 18-2. Apprentice fringes shall be paid in accordance with Article 8 of this Agreement.

Section 18-3. Contributions as stipulated under Section 1 of this Article for all payroll periods ending in any calendar month is due and payable on or before the tenth (10th) day of the following month. If on the 15th day of the said following month, the Employer has failed to pay contributions as stipulated in this Article, then on the first working day after the 15th he shall suffer a work stoppage until all contributions due have been paid and there shall be no loss of pay to his employees during this work stoppage.

Section 18-4. When a contractor's name appears on the delinquent list two times in a calendar year, he shall immediately post a surety bond or an irrevocable letter of credit (with the Local Joint Adjustment Board) for a period of one (1) year before he is allowed to resume work.

In the event that the Employer becomes delinquent in making contributions to any national or local Fund,

the Union may withdraw all employees from the service of the Employer within five (5) working days notice of such delinquency by Local #2 or the Local Joint Collection Committee. The withdrawal of such employees from the service of the Employer shall not constitute a violation of any provision of this agreement.

The bond shall be in the amount of one thousand five hundred dollars (\$1,500.00) per employee based on the average number of men employed during the preceding year, or the number employed immediately before his second appearance on the delinquent list, whichever is greater. The minimum bond shall be \$15,000.00.

Said surety bond or irrevocable letter of credit shall be for the faithful payment of all fringe benefits (including Pension, Welfare and Apprentice Fund).

In the event the Employer fails to post said bond or irrevocable letter of credit, the Union shall have the privilege of advertising non-payment of said fringes to the public by any means they deem appropriate.

Section 18-5. The Employer agrees to make available to the Union all payroll records of employees covered by this Agreement. The Employer further agrees to retain all payroll records including time cards for a period of three years.

Section 18-6. The Union shall have the option of requiring a \$15,000 irrevocable letter of credit or a \$15,000 performance bond from any new signatory to this Agreement. Said monies shall be utilized for the purpose of payment of any monies due members represented by Local Union No. 2, such as wages, and/or fringe benefits.

Section 18-7. The Employer agrees and consents that, if he becomes delinquent in making the payments required by this Article, he shall:

(a) become liable for any pay to all fringe benefit funds, to cover added costs of administration, book-

keeping and other incidental expenses, liquidated damages amounting to one and one-half percent (1½%) per month of the unpaid balance of the delinquent amount plus court costs, if any;

(b) become liable for the payment of any benefits hereunder for which his employees would have otherwise qualified but for such delinquency;

(c) become subject to an audit by the Trustees or their agent, at his cost to determine the amount of monies due, including liquidated damages, interest, court costs and attorney's fees. Such amount must be paid in full before such delinquent Employer's contribution will be accepted by the Trustees and before he/she shall be eligible again to participate as a contributing Employer.

(d) When the Trustees are required to take legal action against an employer to obtain an audit and/or to collect unpaid fringe benefit contributions, liquidated damages and interest, the Employer agrees to pay all audit costs, reasonable attorneys' fees and court costs.

(e) SMACNA-KC shall have the option of requiring an irrevocable letter of credit or performance bond, after filing a lawsuit.

The bond or irrevocable letter of credit shall be in the amount of one thousand five hundred dollars (\$1,500.00) per employee based on the average number of men employed during the preceding year, or the number employed immediately before his second appearance on the delinquent list, whichever is greater.

Said surety bond or irrevocable letter of credit shall be for the faithful payment of all fringe benefits (including Pension, Welfare and Apprentice Fund).

The bond or irrevocable letter of credit shall in no case be less than fifteen thousand dollars (\$15,000.00).

In the event the Employer fails to post said bond or irrevocable letter of credit, the Union shall have the privilege of advertising nonpayment of said fringes to

the public by any means they deem appropriate.

The foregoing provisions are cumulative and shall not deprive the Union or employees of their other rights and remedies, including right to strike against the delinquent Employer. The contribution rate shall be paid in accordance with Article 8.

Section 18-8. It is mutually agreed that SMACNA-KC (or Industry Trustees) shall file a civil suit within thirty (30) days of a contractor becoming delinquent, or after shut-down by Union or shall become liable to above mentioned payments. A bond may be required after lawsuit.

Section 18-9. Employer hereby expressly accepts and agrees to be bound by each and all of the terms and provisions of the Trust Agreements establishing the National Pension Fund, National Training Fund, National Energy Management Institute, Mo-Kan Welfare, Apprenticeship Training and SMOHI (hereinafter collectively referred to as the "Fund"). Employer further accepts and agrees to be bound by all amendments, alterations, additions or changes to the aforesaid Trust Agreements heretofore and hereafter made. Employer further expressly accepts and agrees to be bound by and to adhere and comply with all rules, regulations and resolutions duly adopted by Board of Trustees of said Funds heretofore or hereafter made, including but not limited to those rules and regulations or resolutions relating to the collection of fringe benefit contributions.

Employer authorizes and agrees that the parties to said Trust Agreements shall appoint Trustees and successor Trustees as provided in said Trust Agreements and Employer hereby ratifies and accepts the Trustees so appointed as if made by Employer.

Section 18-10. Lay-off is Pay-off: It is mutually agreed by the parties to this Agreement that when an employee is terminated by a delinquent contractor

they will receive their regular pay as well as a two-party check to the Employee and the Fringe Benefit Funds, thus paying them in full at time of termination, along with a termination slip. This section is not applicable to an employee that voluntarily quits.

ARTICLE 19

APPRENTICE AND JOURNEYMAN TRAINING ASSESSMENT

Section 19-1. An apprentice training and educational program budget shall be established for purposes as set forth in the "Apprentice & Journeyman Training Trust", as heretofore and hereafter amended.

Section 19-2. The Apprentice Committee shall, once a year, make a determination of the contribution on a per-hour basis necessary to meet the Apprentice Committee budget for the fiscal year. The employee and the Employer employing men under this Agreement shall equally pay to the Sheet Metal Joint Apprentice Committee one-half ($\frac{1}{2}$) the amount determined by the committee per hour for all hours worked by journeymen sheet metal workers and apprentices covered by this Bargaining Agreement, to the Sheet Metal Joint Apprentice Committee.

Section 19-3. No signatories to this Contract shall be entitled to employ members of Sheet Metal Workers' Local 2 if they have not paid their proportionate share of the apprentice training and educational program budget.

Section 19-4. It is mutually agreed by the parties to this Agreement that the Training Fund should pay cost of maintenance, upkeep, utilities, taxes and other such costs arising from the operation of the training center.

ARTICLE 20

INTERNATIONAL TRAINING INSTITUTE

Section 20-1. Each Employer working under this Agreement agrees to pay twelve cents (\$0.12) per

hour, for every hour worked by journeymen and apprentices covered by this Agreement, directly to the depository specified by the International Training Institute remitted on the National Pension Fund Plan A report.

ARTICLE 21 WELFARE

Section 21-1. Each Employer working under Agreement agrees to contribute to the Mo-Kan Welfare Fund the rate specified by Article 8 per hour for each hour worked by employees covered by this Bargaining Agreement. Changes in contribution rates as set out in the Agreement must be mutually agreed between the Trustees of the Mo-Kan Welfare Fund and the Labor Committee of SMACNA-KC Chapter and Sheet Metal Workers' International Association Local No. 2.

Section 21-2. The Mo-Kan Welfare Fund shall be administered pursuant to the Agreement and Declaration of Trust dated May 5, 1952, as heretofore amended, executed by the Sheet Metal Workers' International Association Local No. 2 and the Sheet Metal and Air Conditioning Contractors' National Association - Kansas City Chapter, Inc., now SMACNA-KC, and said Agreement and Declaration of Trust shall be considered a part hereof as if set forth in detail.

Section 21-3. 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 & Welfare Trust Fund to transmit health and welfare contributions made on behalf of the employee to the Health and Welfare 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 collective bargaining agreement when health and welfare contributions are transmitted on their behalf by trust funds from other areas.

ARTICLE 22
PENSION FUND AND RETIREE
PENSION ADJUSTMENT

Section 22-1. Each Employer agrees to pay the listed amounts for every hour worked by employees covered by this Agreement to be forwarded directly to the National Sheet Metal Workers' Pension Fund. Pension contributions shall be made on behalf of Journeyman and Apprentices in accordance with the provisions of Article 8 of this Agreement.

Section 22-2. The Sheet Metal Workers' National Pension Fund shall be administered pursuant to the Agreement and Declaration of Trust, as heretofore and hereafter amended, executed by the Sheet Metal Workers' International Association and the Sheet Metal and Air Conditioning Contractors National Association, and said Agreement and Declaration of Trust shall be considered a part hereof as if set forth in detail.

ARTICLE 23
SHEET METAL WORKERS'
INTERNATIONAL SCHOLARSHIP FUND

It is mutually agreed that \$0.01 (one cent) per hour after taxes will be forwarded to the Sheet Metal Workers' International Scholarship Fund on the National Remittance Form.

ARTICLE 24
INDUSTRY FUND

Section 24-1. Each Employer working under this Contract agrees to pay to the Sheet Metal and Air Conditioning Contractors' National Association assessment of Article 8 per hour for each hour worked

by journeyman sheet metal workers covered by this Agreement.

Section 24-2. The Sheet Metal and Air Conditioning Contractors' National Association - Kansas City Chapter, Inc. Industry Fund shall be administered pursuant to the Agreement and Declaration of Trust dated October 1, 1960, as heretofore and hereafter amended, executed by the Sheet Metal and Air Conditioning Contractor' National Association - Kansas City Chapter, Inc., now SMACNA - KC, and said Agreement and Declaration of Trust shall be considered a part hereof as if set forth in detail.

Section 24-3. The Employer agrees to promote programs of the industry including education, training, and administration of Collective Bargaining Agreements, research and promotion. These programs will serve 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 training and employment opportunities for employees. No part of these payments shall be used for political or anti-Union activities.

Section 24-4. It is mutually agreed that the Business Manager may attend Industry Fund Trustees' meetings, to keep informed on how said monies are being disbursed.

ARTICLE 25

SUPPLEMENTAL DUES CHECKOFF

Section 25-1. The Employer shall deduct an amount equal to the amount specified by the Union per hour for each hour worked from wages of employees who are members of the Union, provided no such deduction shall be made from the wages of any employee who has not executed and delivered to the Employer his irrevocable written authorization for each deduction. This deduction is to be remitted monthly

together with a report stating the number of hours worked by each employee; and the Union shall deposit said monies with a suitable depository in a special account designated as the "Educational, Organization, Public Relations, and Building Fund". It is mutually agreed that said Fund shall only be used exclusively for the four purposes stated in the title of said Fund. The Business Manager of Local No. 2 will appoint any Committees for said purpose.

ARTICLE 26 UNITED WAY

Section 26-1. Each Contractor-Employer will deduct from the after-tax wage of every journeyman and apprentice working under this Agreement one cent (\$.01) per hour on hours worked.

The monies contributed and deducted shall be forwarded monthly to a bank as selected by the Association and the Union, along with all other fringe benefit payments due under this Agreement.

All United Way monies and interests received by the depository bank shall be forwarded to the United Way Campaign annually.

ARTICLE 27 LEGISLATIVE ACTION COMMITTEE

Section 27-1. The Employer shall deduct five cents (\$.05) per hour for each hour worked from wages of any employee who has executed and delivered to the Employer his written authorization for such deduction. This deduction is to be remitted monthly together with a report stating the hours worked by each employee and the Legislative Action Committee shall deposit said monies with a suitable depository in a special account designated "Legislative Action Committee Fund". Said Committee at its discretion may forward an amount (presently \$.02 per hour) to the Sheet Metal Workers' International Association Political Action League Fund. The Business Manager of

Local 2 will appoint the Legislative Action Committee for said purposes.

It is mutually agreed that if the law is changed during the life of this Agreement to allow contractors to have a similar fund, they can duplicate the Legislative Action Contribution.

ARTICLE 28
NATIONAL ENERGY
MANAGEMENT INSTITUTE
and
SHEET METAL OCCUPATIONAL
HEALTH INSTITUTE

Section 28-1. The National Energy Management Institute Committee shall be administered pursuant to the Agreement and Declaration of Trust, as heretofore and hereafter amended, executed by the Sheet Metal Workers' International Association and the Sheet Metal and Air Conditioning Contractors' National Association, and said Agreement and Declaration of Trust shall be considered a part hereof as if set forth in detail. The three cents (\$0.03) per hour being paid to the National Energy Management Institute shall continue to be paid. In the event NEMI is discontinued, or becomes voluntary, three cents (\$0.03) will be added to the employee's taxable wage, unless the Sheet Metal Workers' International Association and the Sheet Metal and Air Conditioning Contractors' National Association directs this amount be contributed to a different international fund.

Section 28-2. During the term of this Agreement the employers will contribute to the Sheet Metal Occupational Health Institute Trust (SMOHI) two cents (\$0.02) per hour for each hour worked by each employee of the Employer covered by this Agreement until the Institute Trustees determine that Trust is financially self-sufficient. Payment shall be made directly to the depository specified by the Sheet Metal

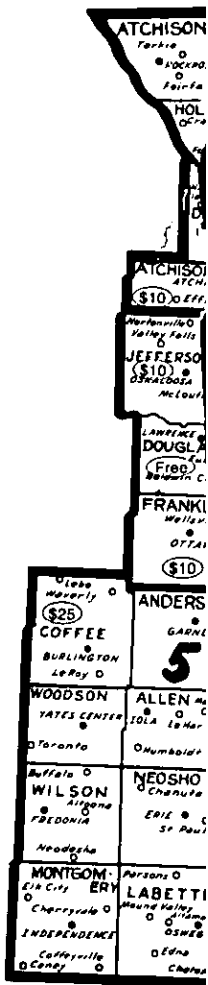
In the event an Employer performs work in an area outside of the area in which its principal place of business is located, the Employer shall pay all employees working out of its home area, twenty-five (\$25.00) dollars per day.

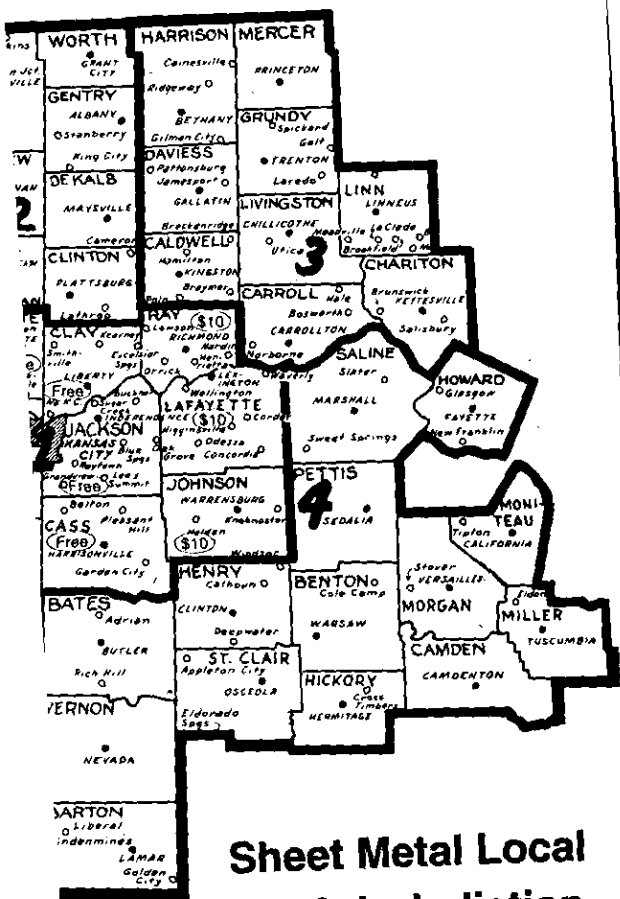
Employers whose principal place of business is located in Area 1 will pay travel expenses to jobsites located in Area 1 counties, as indicated on the map, unless the Employer's principal place of business is located in the same county as the jobsite.

Employees, whose Employers' principal place of business is located in Area 2, will be paid travel pay in accordance to Article 42 Area 2.

If the Employer's principal place of business or the employee resides in the same county he/she works in, travel is waived.

The wage scale for all power plants shall be worked as if they were located in Area 1.





Sheet Metal Local No. 2 Jurisdiction

Workers National Benefit funds as a part of the National Pension Fund fringe report. In the event the trustees determine the fund is self-sufficient, is discontinued or becomes voluntary, the two cents (\$0.02) contribution shall be added to the employee's taxable wage, unless the Sheet Metal Workers' International Association and the Sheet Metal and Air Conditioning Contractors' National Association directs that this amount be made in contributions to a different international fund.

ARTICLE 29

SHEET METAL WORKERS' LOCAL No. 2 - 401(k) PLAN

Each employer working under this agreement agrees to deduct from wages \$0.50 cents per hour for each hour worked by the employees covered in this bargaining agreement (the employee's mandatory deferred savings account). A participant may voluntarily change the amount of the tax-deferred savings as of January 1st and July 1st each year (with at least 21 days advance notice) in units of .50 cents, up to the maximum permitted by federal law each year. Such a change must comply with the Internal Revenue Code nondiscrimination guidelines. Changes in deductions as set out in this Agreement must be mutually agreed to by the Trustees of the Sheet Metal Workers' Local No. 2 401(K) Plan and the Labor Committees of Sheet Metal & Air Conditioning Contractors National Association, Kansas City Chapter, Inc. and Sheet Metal Workers' International Association, Local Union No. 2.

The Sheet Metal Workers' Local No. 2 401(K) Plan shall be administered pursuant to the Plan Document and Declaration of Trust dated July 1, 1998. Said Plan Document and Declaration of Trust shall be considered a part hereof as if set forth in detail.

The monies deducted shall be forwarded monthly to a financial institution as selected by the Association

and the Union, along with all other fringe benefit payments due under this Agreement.

Employers contributing to the Sheet Metal Workers' Local No. 2 401(K) Plan shall be responsible for forwarding all deductions from the employee's wages to the financial institution within the terms and conditions of the Plan and Trust Document and shall comply with all federal and state law with regard to forwarding such deductions to the Plan. In addition, employers are responsible for forwarding to the Plan each employee's compensations information required by the IRS for discrimination testing of the Plan. The employer shall not be deemed to be a Plan administrator or a fiduciary with respect to the Plan unless they accept such a position on the Board of Trustees.

ARTICLE 30 CREDIT UNION CHECK-OFF

Section 30-1. The Employer agrees to deduct (after taxes) any amount authorized by an employee for the employee's savings in a depository selected by the Union. Such deduction shall be consistent and on a weekly basis. An Employer shall have the right to discontinue such deductions if an employee requests a change in such deductions more than one time in any calendar year. Authorization forms shall be provided by the Credit Union.

Section 30-2. The Employer agrees to forward on a monthly basis such monies as have been deducted to a depository selected by the Union accompanied by completed forms provided by the depository.

ARTICLE 31 APPRENTICE AND JOURNEYMAN TRAINING FUND

Section 31-1. All duly qualified apprentices shall be under the supervision and control of a Joint Apprentice committee composed of six (6) members, three (3) of whom shall be selected by the Employer

and three (3) by the Union as per current trust agreement. Said Joint Apprentice 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, advancement, discipline, 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 (subject to the Trust Agreement) shall be recognized as part of this Agreement.

Section 31-2. The Joint Apprentice Committee designated herein shall serve for the life of this Agreement, except that vacancies in said Joint Apprentice 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 Apprentice Committee.

Section 31-3. 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.

It is hereby agreed that apprentices shall be granted by the Joint Apprentice Committee and will be dispatched by the Union to the Employer on the basis of one (1) apprentice for each three (3), (or any part of three 3), journeymen currently employed at the time of the request. It is understood that apprentices on the out-of-work list will be dispatched before any of the new apprentices are employed. To avoid an unequal distribution of first-year apprentices, the Business Manager shall have the authority and shall equalize the distribution of the first-year apprentices, between the contractors utilizing apprentices.

On a weekly basis each Employer will post a list or provide the steward with a list of all current employees, identifying each employee as a journeyman or apprentice. When a contractor is found to be out of compliance with journeyman-to-apprentice ratios, the employer will be notified.

The Employer shall have five (5) working days to comply with the journeyman-to-apprentice ratios. After said five working days the Business Manager shall have the authority to remove any apprentices in order to bring the employer back into compliance with the contractual ratios. The Employer may, in writing, apply to the Business Manager for a temporary exception from journeyman-to apprentice ratios. It is within the sole discretion of the Business Manager to grant such a request.

The parties agree it is the responsibility of the Joint Apprentice Committee to recruit and maintain an eligibility list of qualified apprentice candidates in numbers sufficient to meet the needs of the industry.

Section 31-4. Apprentices in the program (up to five year) shall complete his/her apprenticeship under that program. Apprentices shall not be put in charge of work on any job and shall work under the supervision of a journeyman until their apprenticeship term has been completed and they have qualified as journeymen. However, an apprentice who is in the second half of their last year of apprenticeship may be allowed to work on jobs by themselves.

Section 31-5. It is mutually agreed that apprentices shall attend up to four special union meetings per year. For all indentured apprentices pension contributions shall be as set forth in Article 8.

Section 31-6. A graduated wage scale for apprentices shall be established and maintained on a percentage basis of the established wage rate of journeymen sheet metal workers as shown in Article 8 of this Agreement.

Section 31-7. Apprentices shall be laid off by seniority, last hired, first laid off, and layoff for cause shall be according to Article 10 Grievance Procedure.

Section 31-8. There shall be established a subcommittee to advise the Joint Apprentice Committee, to educate and promote architectural and CAD training for apprentices, and to make architectural work and CAD operations more competitive.

This committee shall consist of two (2) contractors and two (2) Local 2 members.

Section 31-9. It is hereby agreed that the Employer shall be entitled to a journeyman-to apprentice ratio of one apprentice for each three (3), or any part of three (3), journeymen currently employed. In the event there are apprentices on the out-of-work list, the Busi-

ness Manager may at his discretion dispatch additional apprentices to an employer for a temporary period: Said Apprentices will be reassigned to Employers entitled to apprentices upon receipt of a request for apprentices. The Business Manager shall also have the authority to remove any apprentices from any Employer who is out of ratio. The JATC trustees will fulfill the above mentioned ratios.

Section 31-10. The parties will establish on a local basis the SMWIA Youth-to-Youth program (the program) and the procedures to enable all apprentices to participate in the program. The activities of the program that deal with organizing and other traditional union activities shall be funded by the Local Union through a check-off in compliance with the provisions of Section 302(c) of the Labor-Management Relations Act of 1947. Activities that may be funded by Employer contributions shall be so funded if, and to the extent, the parties shall agree locally to sponsor and implement the same.

Section 31-11. The parties agree that a mutually agreeable physical examination, including hearing, will be instituted for starting apprentices and a physical at the apprentice's completion of the program. The cost to be borne by the Joint Apprentice Trust.

ARTICLE 32

RECRUITMENT

The parties to this Agreement agree to work with local groups to develop affirmative action programs to recruit women and minorities into the industry. All recruits will be referred to the Joint Apprentice Committee.

ARTICLE 33

CONTRACTOR REGULATIONS

Section 33-1. Each employer signatory to this Contract shall furnish to the Union a list of its principals. If the Employer is incorporated, the Union will be fur-

nished a list of the officers of the corporation. If the Employer is a partnership or an individual proprietorship, the Union will be furnished a list of partners or the name of the proprietor. The Union shall maintain an up-to-date file showing the ownership of all companies signatory to this Contract, which files shall be subject to audit by representatives of the Joint Adjustment Board.

Section 33-2. All Employers signing this Contract must furnish the Union a Certificate of Insurance, containing a 30-day notice of cancellation clause, from an insurance company authorized to do business in the state, either Missouri or Kansas, showing adequate Workmen's Compensation coverage for all employees under the Contract. The Union shall maintain an up-to-date file of these Certificates, which file shall be subject to audit by a representative of the Joint Adjustment Board.

Section 33-3. Employer must supply to the Union both his Social Security Account Number and Unemployment Compensation Account Number under which he pays these accounts, at the time of signing this Agreement.

Section 33-4. Each Employer signatory to this Agreement agrees to maintain a place of business in accordance with applicable zoning regulations for his type of operation and agrees to maintain proper and safe equipment for his particular operation. He further agrees to maintain all licenses required by State, Federal and Municipal Governments, which are pertinent to such business.

Section 33-5. All signators agree to identify all commercial-type vehicles used in the operation of their business by placing the company's name and address on each side of any such vehicle, using easily readable letters.

Section 33-6. All signators installing residential heating and/or cooling agree to identify such installa-

tion by placing on the equipment a permanent or semi-permanent type sign indicating the name, address and telephone number of their company.

Section 33-7. No more than one person connected or associated with the management of a shop in which they have a financial interest may work with the tools of the trade, and then in the shop only. When shop owners work with tools they must comply with the same working hours of the day and week as that of the journeymen sheet metal workers.

Section 33-8. Employer agrees not to discriminate against any employee for Union activities conducted on the employee's own time.

Section 33-9. It is mutually agreed that Local No. 2 and SMACNA-KC will continue to cooperate to maintain a Building Trades Joint Labor-Management Council.

Section 33-10. Non-Discrimination: The Company agrees that there shall be no discrimination against any employees based upon sex, religion, national origin, age, handicap, race, Vietnam Era veteran or disability. Whenever the male pronoun is referred to in this contract, it shall be deemed to include both male and female genders.

ARTICLE 34 STEWARDS

Section 34-1. Stewards appointed by the Business Representative of Local No. 2 shall not be subject to discrimination by the Employer because of the performance of his duties as steward. A steward shall receive the regular journeyman's rate of pay and be subject to the same terms of employment as any other employee. Equal opportunity to work overtime and holiday work shall be given to all men on the job (including stewards on the job) on a rotation basis so as to equalize such work as nearly possible.

Section 34-2. The Business Representative may

appoint a steward for each shop or job. The steward shall be selected from employees having at least six months' tenure with the Employer. If no such employee is available, the steward will be the first man on the job other than the foreman. The Employer will receive notice in writing at his place of business of the appointment of all stewards. It will be the responsibility of the Employer to cooperate with Local Union No. 2 to promote the efficiency of appointed stewards in the performance of their assigned duties.

Section 34-3. A steward shall not be terminated without just cause and the Employer shall notify the Business Representative prior to the Steward's termination. If there is a difference of opinion between the Business Representative and the Employer, as to what is just cause, the matter shall be settled by referral to the Local Joint Adjustment Board.

Section 34-4. The duties of a steward shall be as outlined in the Constitution and Ritual of the Sheet Metal Workers' International Association and as follows:

It shall be the duty of a steward to observe conditions of employment and the conduct of members to the end that the duties and obligations of members and the provisions of existing Union Agreements shall be complied with; to assist whenever possible in adjusting differences or misunderstandings which arise out of the interpretation or application of the provisions of existing Union Agreements in connection with the employment of members in shops or on jobs; to advise eligible applicants for membership regarding the requirements of membership and refer said applicants to the Financial Secretary or the Business Representatives of the Local Union; to direct traveling members of other Local Unions, who are seeking employment, to report to the Financial Secretary, Business Manager or Business Representative and comply with the provisions of the constitution regarding the deposit of

transfer cards; to submit regular reports to the Local Union and to immediately report to the Business Manager or Business Representative any matter which warrants or requires their attention.

Shop Stewards shall require absolute compliance with all provisions and requirements of the Constitution regarding the issuance and use of Union labels, and all rules and regulations governing wages and conditions of employment, and immediately report any violations or evasion to the Business Manager or Business Representative of the Local Union.

ARTICLE 35

AGENCY

Section 35-1. An Agency Clause will be in effect for any state where such a clause is legal. Each employee who would be required to acquire or maintain membership in the Union, if the foregoing Union security provisions (Ref Article 5) could lawfully be enforced, and fails voluntarily to acquire or maintain membership in the Union, shall be required as a condition of employment, beginning on the eighth day following the beginning of such employment or the effective date of this Agreement, whichever is later, pay to the Union each month a service charge as a contribution toward the administration of this contract and the representation of such employees. The service charge for the first month shall be in an amount equal to ninety percent (90%) of the Union's regular and usual initiation fee and dues, and for each month thereafter in an amount equal to ninety percent (90%) of the regular and usual monthly dues.

Section 35-2. The Employer shall not be required to discharge any employee for non-compliance with the foregoing until he receives a written request from the Union specifying the reason for such request, and the Union agrees to indemnify the Employer and hold the Employer harmless for any liability or claims by reason of compliance with the request of the Union.

ARTICLE 36 PICKET CLAUSE

Section 36-1. It shall not constitute a breach of this Agreement for any employee covered hereinunder to refuse to cross any picket line and perform work in any instance.

Section 36-2. Members who are in doubt concerning their right to honor a picket line, should contact Local No. 2 for information relating to such picket.

ARTICLE 37 HEATED AREA

Section 37-1. If in the reasonable judgment of the Employer and the Union Business Representative, an adequate place is not available and weather conditions so require, and if the number of employees and the length of the job so warrant, the Employer shall provide a heated area for use of the employees. This area shall be available for thirty (30) minutes before starting time, thirty (30) minutes after quitting time and during lunch period.

Section 37-2. If adequate sanitary toilets and fresh cold drinking water are not readily available at the job site, they shall be furnished by the contractor.

ARTICLE 38 EMPLOYER REPRESENTATIVE AND BUSINESS REPRESENTATIVE ACCESS

Section 38-1. The Employer shall not prohibit the Employer Representative or the Business Representatives of the Union from access to any job or shop, provided the representative notifies a representative of the Employer of their presence. (A representative of the Employer is interpreted as an office employee, shop foreman or the foreman on the job.)

Section 38-2. It is mutually agreed that the Executive Director of Sheet Metal and Air Conditioning Contractors National Association, Kansas City Chap-

ter, Inc. and the Business Manager of Sheet Metal Workers' International Association, Local No. 2, or their designated representative, shall have access to all meetings of trustees, of all trusts being funded through this Agreement.

ARTICLE 39

NOTICE OF CONTRACTS BY UNION

Section 39-1. The Union agrees to furnish the Sheet Metal and Air Conditioning Contractors National Association, Kansas City Chapter, Inc. a complete list of all Employers in Contract with Local No 2 on the first of each and every month.

ARTICLE 40

AMENDMENT BY ADDENDA

Section 40-1. The Parties to this Agreement recognize that competition from sources other than signatories to this Agreement is becoming more intense in all segments of the sheet metal industry. Therefore, it is agreed that this Agreement can be amended by addenda for the relief of all segments of the sheet metal industry upon the approval of the Local Joint Adjustment Board. The parties to this agreement hereby recognize the existence of Resolution 78 as passed at the 36th General Convention of the SMWIA and hereby agree that said Resolution shall be part of this Agreement. In the event Resolution 78 is revoked at any future General Convention of the SMWIA, this provision shall become null and void.

ARTICLE 41

AREAS 3-4-5

Section 41-1. All provisions of this contract shall apply to AREAS 3-4-5, except as outlined in this article.

Section 41-2. Areas 3-4-5 (See Jurisdiction Map).

Section 41-3. Any proposal or contract in effect on the date of this Agreement shall be constructed in

accordance with the 1999-2002 agreement. All work thereafter on the above exempt projects shall be paid for AREAS 3-4-5 as follows:

Taxable Wages same as Article 42 (Area 2)

Fringe Package same as Article 8 (Area 1)

Foreman's Wages same as Article 8 (Area 1)

In the event no contractor that's principal place of business that is located in Area 1 bids on a project in Area 3-4-5, shop fabrication hours will be paid at Area 2 rates.

ARTICLE 42

AREA 2

Section 42-1 All provisions of this contract shall apply to the Area 2, except as outlined in this Article.

Section 42-2 Area 2. (See Jurisdiction Map)

**AREA 2
WAGE RATE AND FRINGE BENEFIT
SUMMARY**

	7-01-02	07-01-03	07-01-04	07-01-05	07-01-06
Total Wage Increase	1.85	1.90	1.95	2.00	2.00
Journeyman Hourly Wage Rate (Before Taxes)	\$28.33	\$30.08	\$31.93	\$33.83	\$35.73
401-K (currently .50¢) (Taxable)	0.50	0.50	0.50	0.50	0.50
Deductions After Taxes					
Supplemental Dues	0.94	1.04	1.14	1.24	1.34
LAC (Optional)	0.05	0.05	0.05	0.05	0.05
United Fund	0.01	0.01	0.01	0.01	0.01
Sheet Metal Workers International Scholarship	0.01	0.01	0.01	0.01	0.01

	7-01-02	07-01-03	07-01-04	07-01-05	07-01-06
Fringes Paid By Employer On Behalf of Employee and Employer:					
Pension	5.32	5.32	5.32	5.32	5.32
Mo-Kan Health *	3.41	3.41	3.41	3.41	3.41
Retiree Mo-Kan Health Subsidy	0.25	0.30	0.35	0.40	0.45
Nat'l Training Fund	0.12	0.12	0.12	0.12	0.12
Area 2 Local Training Fund	0.60	0.65	0.65	0.65	0.65
Area 1 Local Industry Fund	0.22	0.27	0.32	0.37	0.42
Area 2 Local Industry Fund	0.05	0.05	0.05	0.05	0.05
NEMI	0.03	0.03	0.03	0.03	0.03
SMOHI	<u>0.02</u>	<u>0.02</u>	<u>0.02</u>	<u>0.02</u>	<u>0.02</u>
Total Fringe Package	10.02	10.17	10.27	10.37	10.47
 Total Wage & Fringe Package	 \$38.35	 \$40.25	 \$42.20	 \$44.20	 \$46.20

* Allocations subject to change by MoKan Trustees recommendation at a Special Order Of Business Meeting, prior to contractual increase.

	7-01-02	07-01-03	07-01-04	07-01-05	07-01-06
Scale	\$28.33	\$30.08	\$31.93	\$33.83	\$35.73
Second Shift 1.15%	32.58	34.59	36.72	38.90	41.09
Third Shift 1.25%	35.41	37.60	39.91	42.29	44.66
Foreman's Pay					
Three or More 1.045% Times					
Total Package Minus Fringes	30.06	31.89	33.83	35.82	37.81
Seven or More 1.06% Times					
Total Package Minus Fringes	30.63	32.50	34.46	36.48	38.50
Twelve or More 1.067% Times					
Total Package Minus Fringes	30.90	32.78	34.76	36.79	38.83

Section 42-2a. Apprentices employed by contractors within Area 2 shall be governed by the Area 2 Joint Apprenticeship and Training Committee.

AREA 2 WAGE RATE FOR APPRENTICES

		7-01-02	07-01-03	07-01-04	07-01-05	07-01-06
(Journeyman Rate)	Scale	\$28.33	\$30.08	\$31.93	\$33.83	\$35.73
APPRENTICE	TAXABLE RATE %					
1st Six Months	45	12.75	13.54	14.37	15.22	16.08
2nd Six Months	50	14.17	15.04	15.97	16.92	17.87
3rd Six Months	55	15.58	16.54	17.56	18.61	19.65
4th Six Months	60	17.00	18.05	19.16	20.30	21.44
5th Six Months	65	18.41	19.55	20.75	21.99	23.22
6th Six Months	70	19.83	21.06	22.35	23.68	25.01
7th Six Months	75	21.25	22.56	23.95	25.37	26.80
8th Six Months	80	22.66	24.06	25.54	27.06	28.58

	7-01-02	07-01-03	07-01-04	07-01-05	07-01-06
(Before Taxes)					
401-K (currently .50¢)	0.50	0.50	0.50	0.50	0.50
Deductions after Taxes					
LAC (Optional)	0.05	0.05	0.05	0.05	0.05
Sheet Metal Workers					
International Scholarship	0.01	0.01	0.01	0.01	0.01
United Fund	0.01	0.01	0.01	0.01	0.01
Fringes Paid By Employer:					
Pension	See Below				
Mo-Kan Health	3.41	3.41	3.41	3.41	3.41
Retiree Mo-Kan Health Subsidy	0.25	0.30	0.35	0.40	0.45
Nat'l Training Fund	0.12	0.12	0.12	0.12	0.12
Area 2 Local Training Fund	0.60	0.65	0.65	0.65	0.65
NEMI	0.03	0.03	0.03	0.03	0.03
SMOHI	0.02	0.02	0.02	0.02	0.02

AREA 2 PENSION CONTRIBUTION FOR APPRENTICES

PENSION (Journeyman Rate)	7-01-02	07-01-03	07-01-04	07-01-05	07-01-06
	\$5.32	\$5.32	\$5.32	\$5.32	\$5.32

APPRENTICE PENSION

PERCENT RATE

1st Six Months	45	2.39	2.39	2.39	2.39	2.39
2nd Six Months	50	2.67	2.67	2.67	2.67	2.67
3rd Six Months	55	2.93	2.93	2.93	2.93	2.93
4th Six Months	60	3.19	3.19	3.19	3.19	3.19
5th Six Months	65	3.45	3.45	3.45	3.45	3.45
6th Six Months	70	3.73	3.73	3.73	3.73	3.73
7th Six Months	75	3.99	3.99	3.99	3.99	3.99
8th Six Months	80	4.25	4.25	4.25	4.25	4.25

Section 42-3. The regular working day shall consist of eight (8) hours labor in the shop or on the job between 8:00 A.M. and 4:30 P.M. and the regular working week shall consist of five (5) consecutive eight (8) hour days labor in the shop or on the job, beginning with Monday and ending with Friday of each week. All full time or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All work performed outside the regular working hours and performed during the regular work week, shall be at one and one-half (1½) times the regular rate. Two (2) times the regular rate shall be paid for all hours over 12 consecutive hours. Employees shall be at the shop or project site at scheduled starting time each day and shall remain until quitting time.

Section 42-4. All work performed on Saturday for the first eight (8) hours will be paid at 1½ times the regular rate. Two (2) times the regular rate shall be paid for all hours over eight (8) consecutive hours.

Section 42-5. Travel Expenses – Employees, whose employers' principal place of business is located in Area 2, will be paid \$25.00 per day minimum travel expense to jobsites located in Area 2 counties in excess of 50 miles from the city limits of St. Joseph.

Expenses in excess of the minimum amount listed, including transportation, meals and lodging, shall be mutually agreed to between the Employee, the Employer and the Union.

For Employers whose shops are outside Area 2, but are performing work in Area 2-3-4-5, the first sheet metal worker on the job shall be paid Area 1 wage scale. All other employees furnished through the Business Agent/Manager shall be paid the Area 2 scale.

Section 42-6. Car Allowance – No employee shall be required to furnish transportation beyond 10 miles from the city limits. However, if an employee agrees to provide transportation, he shall receive no less than \$.36½ or allowable IRS rate per mile.

Section 42.7. Atchison County Kansas effective July 1, 2002 becomes part of Area 2 Counties. Atchison County Kansas is a free County for Area 2, and a \$10.00 per day County for Area 1.

ARTICLE 43 RECOGNITION

Section 43-1. Each contractor signatory to this Agreement, in response to the Union's claim that it represents a majority of the contractor's employees, acknowledges and agrees that there is no good faith doubt that the Union had been authorized to and in fact does represent such majority of employees. Therefore, the Union is hereby recognized under 9(a) of the National Labor Relations Act as the sole and exclusive collective bargaining representative for the employees now or hereafter employed in the bargaining unit with respect to wages, hours of work and other terms and conditions of employment.

ARTICLE 44 TENURE OF CONTRACT

Section 44-1. This Agreement shall become effective on the 1st day of July 2002 and remain in full force and effect until the 30th day of June 2007, 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.

Section 44-2. 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.

Section 44-3. 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 National Joint Labor Relations Adjustment committee, any party to this Agreement, upon the service of notice to all other parties hereto, shall have this Agreement re-opened thirty (30) days thereafter, for the sole and only purpose of attempting to negotiate such amendment or amendments to this Agreement for the duration of the term hereof. There shall be no strike or lockout over this issue.

Executed this 8th Day of July, 2002.

SMWIA Local 2

Sheet Metal and Air
Conditioning Contractors
National Association,
Kansas City Chapter, Inc.

Business Manager

President

Charles Porter
Negotiating Committee

James Schaefer
Negotiating Committee

Jim Hoffman

W. H. Duff

Robert Kelly

Terry Kent

Steve K. Howerton

John L. Lister

James J. Flanagan

James J. Hausman

James L. Lewis

Charles J. Myers

Don Alexander

Bill Allen

Co. Name _____

Signed by _____

FICA # _____

Comp No _____

ATTACHMENT "A"
DRUG/ALCOHOL TESTING POLICY FOR
SHEET METAL AND AIR CONDITIONING
CONTRACTORS' NATIONAL ASSOCIATION,
KANSAS CITY CHAPTER, INC.

AND

SHEET METAL WORKERS'
INTERNATIONAL ASSOCIATION
LOCAL UNION NO. 2,
KANSAS CITY MISSOURI

This Drug/Alcohol Testing policy for Sheet Metal and Air Conditioning Contractors' National Association, Kansas City Chapter, Inc. and Sheet Metal Workers' International Association Local Union No. 2, Kansas City, Missouri has been adopted and implemented pursuant to negotiations between the Sheet Metal Workers' International Association Local Union No. 2, Kansas City, Missouri (hereinafter referred to as "Local 2" or the "Union") and Sheet Metal and Air Conditioning Contractors' National Association, Kansas City Chapter, Inc. (hereinafter referred to as SMACNA-KC or the "Employer").

Should any dispute arise with respect to the application or implementation of this policy between workers employed pursuant to the collective bargaining agreement between SMACNA-KC and Local 2, such disputes shall be submitted to the grievance and arbitration provisions of the agreement.

PURPOSES

This policy is negotiated and implemented pursuant to the Drug Free Work Place Act of 1988. It is not the intent of this program that it be used as punishment, but rather to assist employees with alcohol and/or drug abuse problems. The program to be put in place no later than August 1, 1999.

POLICY STATEMENT

This policy applies to all employees of the employer, both bargaining unit and non-bargaining unit, including sales, clerical, management, owners, part-time employees, as well as applicants for employment.

PREFACE

Alcohol/substance abuse is recognized as a treatable illness. The desired result and preferred procedure is rehabilitation resulting through referral to locally operated industry Employee Assistance Program (EAP). The EAP should provide the employee and the supervisor educational programming, individual and family counseling, as well as treatment referral services.

CONDITIONS AND DEFINITIONS:

1. Workplace problems arising out of an employee's relationship with substance abuse may warrant a variety of management responses, including referral for treatment, testing, disciplinary action, or termination of employment.
2. The parties to this Policy regard urine testing as problematic and do not advocate total reliance on such procedures to identify individuals with an alcohol/chemical dependency. However, certain circumstances support substance testing as a warranted vehicle for determining possible impairment and/or a propensity for substance abuse. These include:
 - A. Pre-employment testing;
 - B. Probable cause testing, (i.e. post accident and/or injury)
 - C. Work opportunities mandated testing.¹
3. The use of alcohol or illegal drugs during working

¹Work opportunities mandated testing refers to situations which require the successful contractor to comply with a substance abuse testing procedure required by the owner or owner agent. (See Item 15 below)

hours, or on a job site or on the employer's premises is absolutely forbidden. Any employee who violates this policy may be required to undergo rehabilitation and/or may be subject to disciplinary action, including termination.

4. The term USE means consuming, possessing, selling, concealing, distributing or arranging to buy or sell, /being under the influence or reporting for duty under the influence of alcohol or illegal drugs.
5. EMPLOYER'S PREMISES includes all property, facilities, land, buildings, structures, automobiles, trucks, and other vehicles owned, leased, or used by the Company, and construction sites where the Company is providing services and employment.
6. The term ALCOHOL or ILLEGAL DRUGS means any form of alcohol and/or other intoxicating substance, narcotic plant or similar narcotic substance, illegal chemical substances or drugs (including legal drugs obtained or used illegally or without proper medical supervision or authorization).
7. An EMPLOYEE ASSISTANCE PROGRAM (EAP) means a program designed to assist employees with alcohol and/or substance abuse, or other problems by means of counseling, treatment, or referral to more specific centers. The emphasis of the program is centered on the recovery of the individual and to provide services designed to assist in recovery.
8. The term EMPLOYEE includes all employees of the employer, both bargaining unit and non-bargaining unit, including sales, clerical, management, owners, part-time employees, as well as applicants for employment.
9. The term WORKING HOURS means all of the

time in which an employee is engaged in work duties or duties complementary to work, including rest periods, lunch periods, travel time or time subject to employer control.

10. An employee's private property may be inspected only for probable cause. (See Item 14 below).
11. **UNDER THE INFLUENCE OF ALCOHOL** means a blood alcohol content of .05% or greater.
12. **UNDER THE INFLUENCE OF A CHEMICAL SUBSTANCE OR DRUG** means a urine content determined to equal or exceed the levels approved by the United States Department of Health and Human Services (DHHS).
13. **PRE-EMPLOYMENT SCREENING**—the screening of prospective employees may be implemented to ascertain whether an applicant is capable of safely performing the duties of and meeting the prerequisites for the employment offered. Pre-employment testing will not apply to an employee who returns to active employment with an employer following an absence of less than six (6) consecutive months.
14. **PROBABLE CAUSE**—those circumstances, based upon objective evidence about an 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 chemical substances. (See Item 4 above "USE"). Depending upon the circumstances existing at the time, probable cause may automatically apply to employee work behavior which results in injury to or endangerment of the health and safety of others in the workplace.²
15. **WORK OPPORTUNITY MANDATED TESTING**—In all situations where an employer is

²This refers to any event resulting in injury to an individual or property to which an employee contributed as a direct or indirect cause.

required to agree to a testing program over which he/she has no control or direct input in order to qualify as a provider of services and/or products, testing shall be approved; however, the employer shall exert maximum pressure to insure that the testing is performed in accordance with the standards enumerated in this Policy and applied uniformly to all personnel having access to the affected workplace or specific work order. There shall be no discrimination against any employee who refuses a job assignment to a job or project that is subject to testing. An employee who refuses a job assignment to a job or project for which the employer is required to agree to a random testing program may be laid off if there is no alternate work available for which said employee is qualified.

16. An employee who is convicted of violations of laws involving illegal chemical substances or drugs while on work status will be considered to be in violation of this Policy and subject to action noted herein.
17. An employee who suspects he/she has developed an addiction to, dependency on, or otherwise has a problem with alcohol or chemical substances or drugs, is expected to seek assistance through the EAP or other competent resource. Any person who voluntarily seeks assistance or rehabilitation for alcohol and/or chemical substance or drug related problems shall be granted amnesty and disciplinary remedies waived so long as the person continues to participate satisfactorily in the rehabilitation or counseling program. An employee cannot voluntarily seek assistance or rehabilitation and thereby gain amnesty following the occurrence of circumstances which gave rise to probable cause for testing.
18. The failure of an employee to promptly participate

in testing or a search under probable cause at management's request, or should an employee's test results be positive and the employee refuse to seek rehabilitation or fail to complete a rehabilitation program, such employee shall be subject to disciplinary action including termination.

19. Any employee who has tested positive for alcohol and/or chemical substance or drugs shall be required to enroll through the local EAP in a state approved counseling or rehabilitation program. Upon submission of a work release from the program, said employee may return to work if a job is available, or be referred from the out-of-work list.
20. The employer with the approval of the local union shall select at least one, no more than two, DESIGNATED REPRESENTATIVES to handle all confidential matters regarding this Policy. Only the Designated Representative(s) will be informed of test results. The name(s) of the employer Designated Representative(s) will be communicated to the EAP in writing.
21. Nothing in this Policy is intended, nor shall it be construed, to authorize any action that is unlawful under federal or state law.
22. Discipline of bargaining unit members shall be in accordance with the provisions of the collective bargaining agreement and/or the rules of the Joint Apprenticeship & Training Committee as appropriate. Union members subject to this policy continue to have access to the usual protections provided as a part of their union membership. Union members may request that a union representative be available or present prior to any action taken by an employer at any stage of the policy and its administration. If an individual is aggrieved by any action taken under this Drug /Alcohol Policy and his complaint cannot be resolved, it may, if the individual or Union requests, be referred as a grievance.

ance under the grievance and arbitration provisions of the individual's collective bargaining agreement. In the event the matter is referred to arbitration, the Arbitrator shall be bound substantively by the provisions of the Drug/Alcohol Policy.

23. An employee who tests positive and is granted an opportunity for rehabilitation as an alternative to discipline will, prior to returning to work and upon proper release by an authorized representative of the treatment agency or program, sign a "Last Chance Agreement", a copy of which is attached to this Policy as Addendum "A".
24. **PRESCRIPTION DRUGS**—any substance prescribed for an individual by a licensed medical practitioner. Prescription drugs may be brought upon Company Premises only by the person for whom they are prescribed, and shall only be used in the manner, combination and quantity prescribed. Employees using a prescription drug which may impair mental or motor function shall inform their supervisor of such use. For the safety of all employees, the employer may place persons using such drugs in a less hazardous job assignment or place them on temporary unpaid leave until released as fit for duty by the prescribing physician. The employer reserves the right to have its physician determine if a prescription drug produces hazardous effects or to restrict the quantity the employee is allowed to bring to the workplace. (No employee shall be discriminated against for the use of a prescribed drug).

This policy shall be distributed to all employees at the time it becomes effective. All employees shall sign a document acknowledging receipt of the policy and consenting to alcohol and drug testing conducted in accordance with the policy. The policy shall also be posted on a bulletin board at the Employer's place of business.

An employee found in violation of this Section may be subject to immediate disciplinary action.

TESTING:

1. Initial screening tests shall consist of a ten panel Enzyme Immunosassay (EMIT) test. Gas Chromatography/Mass Spectrometry (GC/MS) testing will be utilized for confirmation of any positive EMIT. All positive test results will be sent to a S.A.M.S.H.A. certified laboratory for confirmation.

Initial and Confirmation Threshold Limits

NG/ML DRUG	Screen Cutoff	Confirmation Test
Marijuana (THCA)	50	15
Cocaine Metab	300	150
Amphetamines	1000	500
Opiates	2000	2000
Phencyclidine (PCP)	25	25
Barbiturates	300	300
Benzodiazepines	300	300
Methadone	300	300
Propoxyphene	300	300
Methaoualone	300	300

2. Drug testing and the "chain of custody" shall be conducted in accordance with the procedures of the U.S. Department of Health and Human Services (DHHS) Mandatory Guidelines for Federal Workplace Drug Testing Programs. When the specimen for testing is obtained the employee shall be accompanied by the designated company representative for validation purposes.
3. Urine samples will be separated into two containers at the time of donation of the sample—one

portion of the original sample shall be kept secure and chemically stable and made available for verification of laboratory test results.

4. Any employee testing positive shall have the right to have the secured portion of his/her urine sample independently examined by a laboratory of his/her choice at his/her expense, the laboratory selected shall meet the same certification as required under this Policy.
5. Drug tests shall be conducted on urine samples and alcohol tests on breath samples, unless an employee is unable to provide such samples. In that circumstance, a test of the employee's blood will be used. If an employee is receiving medical attention and a blood test is conducted by a health care provider, the results of that blood test may be used as the basis for employment action under this policy.
6. A positive test result shall be determined utilizing the current threshold levels approved by the United States Department of Health and Human Services (DHHS).
7. Test results will be released to the EAP Director and marked confidential. The results of a test will only be made known to the employee, employer, union, JATC (when applicable), and the EAP. Upon written request, the testing facility and/or EAP shall make available to the employee the laboratory reports concerning his/her positive test.

The results of any positive test will not be released to any other party or agency unless required by law or with the written permission of the employee.

8. The EAP shall contact the employer, through the designated employer representative only, with the results of the test. The employee will be notified in writing by the employer representative who

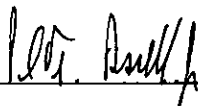
shall make certain that the notification is given in confidence. Neither the test results nor the notification shall be communicated to any other person who does not have a bona fide need to know. An employee subject to probable cause testing may, for reasons of safety, be suspended from active work until the test results are available. If the employee is suspended and the test result is negative the employee will be reinstated with back pay for time the employee otherwise could have worked.

9. The employee must present the employer with a copy of the receipt from the laboratory given at the time of the urinalysis.

AMENDMENTS:

Amendments to this Policy may be developed jointly by the employer and the union to comply with state or local laws, or federal requirements, or for purposes of correcting procedural problems which may arise.

Sheet Metal and Air Conditioning Contractors' National Association, Kansas City Chapter, Inc.

By: 

Date: 7/3/02

Sheet Metal Workers' International Association Local Union No. 2, Kansas City, Missouri

By: 

Date: 7-3-02

ADDENDUM "A"
LAST CHANCE AGREEMENT AND RELEASE

I. The reinstatement and continuing employment of

(Employee) by _____

(Employer) is contingent upon the following:

- A. Employee's providing to the Employer a negative test result (at employee's expense) prior to return to active work;
 - B. Employee's full participation in and successful completion of any certified treatment program approved by the Employee Assistance Program (EAP).
 - C. Employee's satisfactorily meeting the conditions of any recommended follow-up treatment or other program approved by the EAP; and,
 - D. Employee's submission to any chemical or drug test requested by the Employer during a two (2) year period following the date of this Agreement.
- II. Employee understands and agrees that failure on his/her part to meet any of the foregoing requirements may result in termination.**
- III. Employee hereby consents to submit to a chemical or drug test at Employer's request during the two (2) year period following the date of this Agreement.**
- IV. Employee hereby authorizes any certified laboratory or other testing facility to release the results of any chemical or drug test to Employer during the two (2) year period following the date of this Agreement in accordance with the terms and conditions of the Substance Abuse Policy endorsed by the employer and the union. Employee will be responsible for any treatment or follow-up program costs not covered by Employee's health insurance.**

V. Employee hereby releases any physician, addictionologist, counselor, or other rehabilitation professional to discuss Employee's compliance with this Agreement with Employer during the two (2) year period following the date of the Agreement.

Date: _____

Employee:

(Print Name)

(Signature)

Employer:

(Print Name and Title)

(Signature)

ADDENDUM "B"
POLICY RECEIPT AND CONSENT TO
ALCOHOL / DRUG TESTING

I hereby acknowledge receipt of the Alcohol and Substance Abuse Policy for the Construction Segment of the Sheet Metal Industry which has been implemented by Sheet Metal & Air Conditioning Contractors' National Association, Kansas City Chapter (hereafter "Employer"), as part of the agreement that is entered into with Local 2 of the Sheet Metal Workers' International Association dated July 1, 1999.

I hereby consent to participate in alcohol testing under this policy by means of a breath test using an evidential breath testing device. I also consent to participate in urine drug screening tests under this policy, including any and all procedures used by the physician, nurse, and/or laboratory to collect the sample. I authorize the findings of any alcohol or drug test, together with any related medical information, to be reported to the designated representatives of the company.

I understand that if I refuse to participate or if test results are positive, I may be subject to disciplinary action up to termination from employment or referral to an employee assistance program.

EMPLOYEE:

(Print Name)

(Signature)

Date: _____

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OCTOBER

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	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

NOVEMBER

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

DECEMBER

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

INDUSTRY RELATED TELEPHONE NUMBERS

- Union Hall 816-254-8021
2902 Blue Ridge Blvd.
Kansas City, MO 64129
www.sheetmetal2.org
- St. Joseph Hall 816-232-5034
1316 Frederick Ave.
St. Joseph, MO 64503
- Mo-Kan Health & Welfare 816-531-0334
406 West 34th, Suite 603
Kansas City, MO 64111
www.mokansheetmetal.org
- Apprentice Office 816-353-0038
9703 East 53rd St.
Raytown, MO 64133
www.sheetmetal2jajtc.org
- Nat'l. Pension Fund 1-800-231-4622
601 N. Fairfax
Alexandria, VA 22314
www.smwnpf.org
- Franklin Financial Group 913-469-9612
10801 Mastin, Suite 200
Overland Park, KS 66210
vincent_pastorino@prusec.com
- Credit Union 816-842-0727
2539 Broadway
Kansas City, MO 64081
- SMACNA 816-421-3360
777 Admiral Blvd.
Kansas City, MO 64106
www.information@smacnack.com