

Sheet Metal Workers'
International Association

Local Union No. 105

Sheet Metal Air Conditioning Contractors
National Association - Los Angeles
(IUEA/IMA)



Collective Bargaining Agreement
July 1, 2001 to June 30, 2007

Standard Form
of
UNION AGREEMENT
and
ADDENDA THERETO

From

July 1, 2001
to
June 30, 2007

SHEET METAL AND
AIR CONDITIONING CONTRACTORS'
NATIONAL ASSOCIATION
LOS ANGELES CHAPTER
(SMACNA-LA)

with

SHEET METAL WORKERS'
INTERNATIONAL ASSOCIATION
LOCAL UNION NO. 105 LOS ANGELES

464 South Lucas Avenue
Los Angeles, CA 90017
Phone: (213) 481-2050
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**Sheet Metal Workers' International Association
Local Union No. 105 Los Angeles**

**OFFICERS
July 1, 2001**

ROY A. RINGWOOD	<i>Business Manager/ Financial Secretary-Treasurer</i>
BRADLEY J. ROOKER	<i>President/ Business Representative</i>
WILLIAM "BILL" BOUFFARD, JR.	<i>Vice President</i>
MARIO V. TERAN	<i>Recording Secretary/ Business Representative</i>
EDDIE MONTES	<i>Business Representative</i>
JAMES W. ODOM	<i>Business Representative</i>
MICHAEL ROCKY PELLICCINO	<i>Business Representative</i>
KEN ROOKER	<i>Business Representative</i>
EDWARD E. ELLIOTT /Bakersfield	<i>Business Representative</i>

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JESUS "JESSE" AYALA	BENNY PASCUAL
TIM "CARL" CARLTON	BEN SOOHOO
JAIME C. NATIVIDAD	ROBERT "BOB" TERAN

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WILLIAM RAMOS	

FRINGE FUND TRUSTEES

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EDDIE MONTES	BRADLEY J. ROOKER
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MICHAEL ROCKY PELLICCINO	

WARDEN
RON RINGWOOD

CONDUCTOR
JUANITA DEMCHAK

**Sheet Metal Workers' International Association
Local Union No. 105 Los Angeles**

Local Union 105 Membership Meetings are held on the second (2nd) Tuesday of each month at 6:00 p.m.

**LOS ANGELES SHEET METAL WORKERS'
JOINT APPRENTICESHIP & TRAINING COMMITTEE**

SYDNEY A. BERRARD, Administrator
MICHAEL N. DEAN, Manager Related Training

SHEET METAL WORKERS' TRUST FUNDS

HEALTH PLAN / PENSION PLAN / SAVINGS PLAN/401(k) PLAN

**SHEET METAL WORKERS' TRUST FUNDS
OF SOUTHERN CALIFORNIA, ARIZONA & NEVADA**

111 North Sepulveda Blvd., Suite 100
Manhattan Beach, CA 90266-6861

Please mail all claims to:

Post Office Box 10067
Manhattan Beach, CA 90266-8567

If you have any problems, contact the Customer Service Supervisor at the Trust Funds Office:

(800) 947-4338 or (310) 798-6572

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ZONES

Zone "A" - 7th Street & Broadway

0-30 miles....	FREE	60-70.....	\$20.00
30-40.....	\$ 6.00	70-80.....	\$24.00
40-50.....	\$12.00	80-90.....	\$26.00
50-60.....	\$17.00	90-100.....	\$28.00

Zone "S" - Employer's Shop

0-30 miles....	FREE	60-70.....	\$20.00
30-40	\$ 6.00	70-80.....	\$24.00
40-50.....	\$12.00	80-90.....	\$26.00
50-60.....	\$17.00	90-100.....	\$28.00

SUBSISTENCE

When an Employee works in an area beyond one hundred (100) miles from Zone Center "A", he shall receive:

Thirty-eight dollars (\$38.00) subsistence for each day worked or the actual reasonable expenses incurred, if higher.

Fifty-five dollars (\$55.00) subsistence for each day worked or the actual reasonable expenses incurred, if higher when the Employee remains in said area to work on the project the following day(s).

MILEAGE

Thirty-five cents (\$0.35) per mile, when an Employee uses transportation other than that supplied by the Employer.

TRAVEL TIME

Sixty cents (\$0.60) per mile before and after normal working hours, in addition to mileage reimbursement when an Employee works in an area beyond one hundred (100) miles from Zone Center "A".

WAGES AND CONTRIBUTIONS (JOURNEYMAN)

Los Angeles Wage and Fringe Package Effective August 1, 2001

Hourly Wage (Taxable):	\$27.15
Savings Plan (Taxable):	\$3.02
Total Taxable Wages:	\$30.17
Health Plan:	\$3.86
Local Pension:	\$2.95
National Pension:	\$1.36
401(k) Plan:	\$1.47
Retirees Fund:	\$0.16
Local Apprenticeship Fund:	\$0.45
NEMI (Nat'l Energy Mgmt. Fund):	\$0.03
National Training Fund:	\$0.14
Total Wage Package:	\$40.59
Industry Fund:	\$0.27
TOTAL:	\$40.86

Journeyman Package Increases July 1, 2001 - June 30, 2007

Effective Date	8-1 2001	2-1 2002	8-1 2002	2-1 2003	8-1 2003	2-1 2004
Package Increase:	\$0.80	\$0.80	\$0.80	\$0.80	\$0.80	\$0.80
Total Package:	\$40.59	\$41.39	\$42.19	\$42.99	\$43.79	\$44.59
Industry Fund:	\$0.27	\$0.27	\$0.27	\$0.27	\$0.27	\$0.27
Total:	\$40.86	\$41.66	\$42.46	\$43.26	\$44.06	\$44.86

Effective Date	8-1 2004	2-1 2005	8-1 2005	2-1 2006	8-1 2006	2-1 2007
Package Increase:	\$0.80	\$0.80	\$0.80	\$0.80	\$0.80	\$0.80
Total Package:	\$45.39	\$46.19	\$46.99	\$47.79	\$48.59	\$49.39
Industry Fund:	\$0.27	\$0.27	\$0.27	\$0.27	\$0.27	\$0.27
Total:	\$45.66	\$46.46	\$47.26	\$48.06	\$48.86	\$49.66

**Work To Be Performed Statement
(Projects over \$50,000)**

Date: _____

Project Name & Address:

Type of Project:

- | | |
|--|-----------------------------------|
| <input type="checkbox"/> Commercial | <input type="checkbox"/> Resident |
| <input type="checkbox"/> Industrial | <input type="checkbox"/> Utility |
| <input type="checkbox"/> Institutional | <input type="checkbox"/> Other |

Awarding Authority: General Contractor Mechanical Contractor Owner Other

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

HVAC

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

Architectural

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

Miscellaneous

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

Signature of Authorized Company Representative

Company Name

Company Address

**Standard Form of Union Agreement (Form A-3-91)
Sheet Metal, Roofing, Ventilating and Air Conditioning
Contracting Divisions of the Construction Industry**

Agreement entered into this _____ day of _____,
20__ by and between

(Name of Contractor or Contractor's Association)

and each business establishment individually, whether represented by a contractor association or not, hereinafter referred to as the Employer, and Local Union No. 105 of Sheet Metal Workers' International Association (SMWIA) hereinafter referred to as the Union, for all work performed within the territorial jurisdiction of the Union.

ARTICLE I

SECTION 1. This Agreement covers the rates of pay and conditions of employment of all employees of the Employer engaged in but not limited to the: (a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all air-veyor systems and air-handling systems regardless of material used including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all air-handling equipment and duct work; (d) the preparation of all shop and field sketches whether manually drawn or computer assisted used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches; and (e) all other work included in the jurisdictional claims of Sheet Metal Workers' International Association.

ARTICLE II

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

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

ARTICLE III

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

ARTICLE IV

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

ARTICLE V

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

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

SECTION 3. The provisions of this Article shall be deemed to be of no force and effect in any state to the extent to which the making or enforcement of such provision is contrary to law. In any state where the making and enforcement of such provision is lawful only after compliance with certain conditions precedent, this Article shall be deemed to take effect as to involved employees immediately upon compliance with such conditions.

ARTICLE VI

SECTION 1. The regular working day shall consist of eight (8) hours labor in the shop or on the job between eight (8) a.m. and five (5) p.m. and the regular working week shall consist of five (5) consecutive eight (8) hour days labor in the shop or on the job, beginning with Monday and ending with Friday of each week. All full time or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. Except as otherwise provided pursuant to Section 4 of this Article, all work performed outside the regular working hours and performed during the regular work week, shall be at one and one-half (1 1/2) times the regular rate.

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

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

SECTION 3. It is agreed that all work performed outside of regular working hours during the regular work week and on holidays shall be performed only upon notification by the Employer to the Union in advance of scheduling such work. Preference on overtime and holiday work shall be given to men on

the job on a rotation basis so as to equalize such work as nearly as possible.

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

ARTICLE VII

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

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

ARTICLE VIII

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

SECTION 2. On all work specified in Article I of this Agreement, fabricated and/or assembled by journeymen, apprentice and/or pre-apprentice sheet metal workers within the jurisdiction of this Union, or elsewhere, for erection and/or

installation within the jurisdiction of any other local union affiliated with Sheet Metal Workers' International Association, whose established wage scale is higher than the wage scale specified in this Agreement, the higher wage scale of the jobsite Union shall be paid to the employees employed on such work in the home shop or sent to the jobsite.

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

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

SECTION 4. The provisions of Section 2 of this Article shall not be applicable to AIR POLLUTION CONTROL SYSTEMS fabricated for the purpose of removing air pollutants, excluding air conditioning, heating and ventilating systems. In addition, the provisions of Section 2 of this Article will not be applicable to the manufacture of spiral pipe and fittings for high pressure systems.

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

SECTION 6. When the Employer has any work specified in Article I of this Agreement to be performed outside of the area covered by this Agreement and within the area covered by another Agreement with another local union affiliated with the Sheet Metal Workers' International Association, and qualified sheet metal workers are available in such area, he may send no more

than two (2) sheet metal workers per job into such area to perform any work which the Employer deems necessary, both of whom shall be from the Employer's home jurisdiction. All additional sheet metal workers shall come from the area in which the work is to be performed. Journeymen sheet metal workers covered by this Agreement who are sent outside of the area covered by this Agreement shall be paid at least the established minimum wage scale specified in Section 1 of this Article but in no case less than the established wage scale of the local Agreement covering the territory in which such work is performed or supervised, plus all necessary transportation, travel time, board and expenses while employed in that area, and the Employer shall be otherwise governed by the established working conditions of 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.

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

SECTION 8. Welfare benefit contributions shall not be duplicated.

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

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

SECTION 9. Wages at the established rates specified herein shall be paid _____ in the shop or on the job at or before quitting time on _____ each week, and no more than two (2) days pay will be withheld. However, employees when discharged shall be paid in full.

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

SECTION 11. Each Employer covered by this Agreement shall employ at least one (1) journeyman sheet metal worker who is not a member of the firm on all work specified in Article I of this Agreement.

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

(b). The Employer shall pay the Sheet Metal and Air Conditioning Contractors' National Industry Fund of the United States (IFUS) seven cents (\$0.07) per hour for each hour worked on and after the effective date of this Agreement by each employee of the Employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted to IFUS, 4201 Lafayette Center Drive, Chantilly, Virginia, 22021-1209, or for the purpose of transmittal, through Sheet Metal Industry Funds of Los Angeles, 12070 Telegraph Road, Suite 350, Santa Fe Springs, CA 90670.

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

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

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

(b). The Employer shall pay to the Sheet Metal Industry Fund of Los Angeles, 12070 Telegraph Road, Suite 350, Santa Fe Springs, CA 90670 (hereinafter referred to as the Local Industry Fund) twenty cents (\$0.20) per hour for each hour worked on or after the effective date of this Agreement by each employee of the Employer covered by this Agreement. Payment shall be made monthly on or before the 20th day of the succeeding month.

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

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

SECTION 14. Effective as of the date of this Agreement, the Employers will contribute to the International Training Institute (ITI) (National Training Fund/NTF) for the Sheet Metal and Air Conditioning Industry fourteen cents (\$0.14) per hour for each hour worked by each employee of the Employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the ITI, or for purposes of collection and transmittal through Sheet Metal Workers' National Benefit Funds, P. O. Box 79321, Baltimore, MD 21279-0321.

Effective as of the date of this Agreement the Employers will contribute to the National Energy Management Institute Committee (NEMIC), a jointly administered trust fund, three cents (\$0.03) per hour for each hour worked by each employee of the Employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the NEMIC, or for the purposes of collection and transmittal through Sheet Metal Workers' National Benefit Funds, P. O. Box 79321, Baltimore, MD 21279-0321.

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

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

ARTICLE IX

SECTION 1. Journeymen, apprentice and pre-apprentice sheet metal workers covered by this Agreement shall provide for themselves all necessary hand tools.

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

ARTICLE X

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

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

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

SECTION 2. Grievances not settled as provided in Section I of this Article may be appealed by either party to the Local Joint Adjustment Board where the work was performed or in the Jurisdiction of the Employer's home local and such Board shall meet promptly on a date mutually agreeable to the members of the Board, but in no case more than fourteen (14) calendar days

following the request for its services, unless the time is extended by mutual agreement of the parties or Local Joint Adjustment Board. The Board shall consist of representatives of the Union and of the local Employers' Association and both sides shall cast an equal number of votes at each meeting. The local Employers' Association, on its own initiative, may submit grievances for determination by the Board as provided in this Section. Except in the case of a deadlock, a decision of a Local Joint Adjustment Board shall be final and binding.

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

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

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

*All correspondence to the National Joint Adjustment Board shall be sent to the following address:

National Joint Adjustment Board
Post Office Box 220956, Chantilly, VA 20153-0956

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

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

SECTION 6. In the event of non-compliance within thirty (30) calendar days following the mailing of a decision a Local Joint Adjustment Board, Panel or the National Joint Adjustment Board, a local party may enforce the award by any means including proceedings in a court of competent jurisdiction in accord with applicable state and federal law. If the party seeking to enforce the award prevails in litigation, such party shall be entitled to its costs and attorney's fees in addition to such other relief as is directed by the courts.

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

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

(a). Should the negotiations for a renewal of this Agreement or negotiations regarding a wage/fringe re-opener become deadlocked in the opinion of the Union representative(s)

or of the Employer's) representative(s), or both, notice to that effect shall be given to the National Joint Adjustment Board.

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

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

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

(b). Any application to the National Joint Adjustment Board shall be upon forms prepared for that purpose subject to any changes which may be decided by the Board from time to time. The representatives of the parties who appear at the hearing will be given the opportunity to present oral argument and to answer any questions raised by members of the Board.

Any briefs filed by either party including copies of pertinent exhibits shall also be exchanged between the parties and filed with the National Joint Adjustment Board at least twenty-four (24) hours in advance of the hearing.

(c). The National Joint Adjustment Board shall have the right to establish time limits which must be met with respect to each and every step or procedure contained in this Section. In addition, the Co-Chairmen of the National Joint Adjustment Board shall have the right to designate time limits which will be applicable to any particular case and any step therein which may be communicated to the parties by mail, telegram or telephone notification.

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

ARTICLE XI

SECTION 1. All duly qualified apprentices shall be under the supervision and control of a Joint Apprenticeship and Training Committee composed of six (6) members, three (3) of whom shall be selected by the Employer, and three (3) by the Union. Said Joint Apprenticeship and Training Committee shall formulate and make operative such rules and regulations as they may deem necessary and which do not conflict with the specific terms of this Agreement, to govern eligibility, registration, education, transfer, wages, hours, working conditions of duly qualified apprentices and the operation of an adequate apprentice system to meet the needs and requirements of the trade. Said rules and regulations when formulated and adopted by the parties hereto shall be recognized as part of this Agreement.

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

SECTION 3. It is the understanding of the parties to this Agreement that the funds contributed by signatory Employers to the International Training Institute (ITI) (National Training Fund/NTF) 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 (ITI) (National Training Fund/NTF) and a Local JATC. Therefore, the trustees of the International Training Institute (ITI) (National Training Fund/NTF) 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 (ITI) (National Training Fund/NTF) 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 (ITI) (National Training Fund/NTF) materials and programs.

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

SECTION 5. All applicants for apprenticeship shall be between the ages of seventeen (17) and twenty-three (23) years of age and each apprentice shall serve an apprenticeship of up to five (5) years and such apprentices shall not be in charge of work on any job and shall work under the supervision of a journeyman until apprenticeship terms have been completed and they have qualified as journeymen.

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

First Year:	First Half - 40%	Second Half - 45%
Second Year:	First Half - 50%	Second Half - 55%
Third Year:	First Half - 60%	Second Half - 65%
Fourth Year:	First Half - 70%	Second Half - 75%

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

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

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

ARTICLE XII

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

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

Pre-apprentices shall be enrolled as applicants for future openings in the apprenticeship program. The Joint Apprenticeship and Training Committee shall evaluate the qualifications of pre-apprentices for such openings during the first year of employment.

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

ARTICLE XIII

SECTION 1. This Agreement and Addenda Numbers 1 through 63 attached hereto shall become effective on the 1st day of July, 2001 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 by written notice provided, however, that if this Agreement contains Article X, Section 8, it shall continue in full force and effect until modified by order of the National Joint Adjustment Board or until the procedures under Article X, Section 8 have been otherwise completed.

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

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

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

SECTION 5. By execution of this Agreement the Employer authorizes the Sheet Metal and Air Conditioning Contractors' National Association, Los Angeles Chapter (SMACNA-LA) to act as its collective bargaining representative for all matters relating to this Agreement. The parties agree that the Employer will hereafter be a member of the multi-employer bargaining unit represented by said Association unless this authorization is withdrawn by written notice to the Association and the Union at least ninety (90) days prior to the then current expiration date of this Agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures and seal this _____ day of _____, 20__.

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

**SHEET METAL WORKERS' INTERNATIONAL
ASSOCIATION LOCAL UNION NO. 105 LOS ANGELES**

Business Manager/President

Association or Contractor

By: _____
(Officer or Representative)

Association or Contractor

By: _____
(Officer or Representative)

**SHEET METAL WORKERS'
INTERNATIONAL ASSOCIATION
LOCAL UNION NO. 105 LOS ANGELES
ADDENDA TO
STANDARD FORM OF UNION AGREEMENT**

CONTINUATION PROVISION

SECTION 1. It is hereby agreed by the signatory parties that the provisions set forth in these Addenda to the Standard Form of Union Agreement are to become a part of said Agreement as modified.

SECTION 2. It is further agreed by the signatory parties hereto that in the event a revised Standard Form of Union Agreement is negotiated by and between the Sheet Metal and Air Conditioning Contractors' National Association (SMACNA) and the Sheet Metal Workers' International Association (SMWIA) during the term of this Agreement, then said revised Standard Form of Union Agreement shall become effective and shall replace the heretofore mentioned Standard Form of Union Agreement and shall be binding on the parties hereto, and will be put into effect upon approval of and as agreed by the Joint Industry Council.

It is agreed that the Joint Industry Council will meet and act upon same within ninety (90) days of receipt of such new Standard Form of Union Agreement.

SECTION 3. The parties agree that under the existing Standard Form of Union Agreement that such Standard Form does not include in its terms a mandatory "no strike" clause or provision.

ITEM 1. DEFINITION OF EMPLOYEES

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

MINIMUM JOURNEYMAN WAGE SCALE

SECTION 1(a).

Effective Date	8-1 2001	2-1 2002	8-1 2002	2-1 2003	8-1 2003	2-1 2004
Package Increase	\$0.80	\$0.80	\$0.80	\$0.80	\$0.80	\$0.80
Hourly Taxable Wage	\$30.17	\$30.17				
Effective Date	8-1 2004	2-1 2005	8-1 2005	2-1 2006	8-1 2006	2-1 2007
	\$0.80	\$0.80	\$0.80	\$0.80	\$0.80	\$0.80

SECTION 2. These wage rates shall remain as negotiated unless, during the term of this Agreement, the Trustees of the Health Plan and/or the Trustees of the Pension Fund determine that additional funds are required by their respective Trusts. In such event, the Health Plan Trustees and/or the Pension Fund Trustees may assess the necessary monies. Thereafter, these amounts are to be contributed to such respective Fund by the Employer, and the wage rates set forth are to be reduced by such hourly amounts as assessed. Prior to the increase as stated above, a sixty (60) day written notice must be given by said Trustee to the Union and to the Employer.

SECTION 3. During the term of this Agreement, the Union reserves and shall have the right to divide the total monetary package as to negotiated Wages, Fringes, Funds, and Trusts as may be decided by the Local Union.

ITEM 2. HEALTH PLAN

SECTION 1. The Health Plan heretofore established between the parties is hereby renewed without interruption and shall continue to be administered by the Joint Trustees composed of an equal number of representatives from the Union and representatives from the employers who shall jointly and individually designate their Trustees

and the method of their replacement, all as outlined and permitted in the governing Trust Document, within thirty (30) days from the date of the execution of this Agreement.

SECTION 2. The amounts and effective dates for contributions by the Employer to the Health Plan on behalf of each Employee shall be as follows, with the exception of the first four (4) periods of Apprenticeship:

February 1, 2001	\$3.86 Per Hour Worked
February 1, 2002	\$4.61 Per Hour Worked

SECTION 2(a). Contributions by the Employer to the "B" Health Plan will be paid for the first four periods (two years) of Apprenticeship, for Apprentices indentured after July 1, 1995.

SECTION 3. Contributions to the Health Plan, as per the schedule in Section 2 and 2(a) of this Item, shall be paid on all Employees, as defined in Definition of Employees of these Addenda, for each hour worked, including overtime hours.

SECTION 4. Payments to the Health Plan for all hours worked for all Employees, as defined in Definition of Employees of these Addenda, shall be due on the first (1st) day of each month for the previous month and shall be paid not later than the tenth (10th) day of each month and shall be delinquent by the twentieth (20th) day of the month.

SECTION 5. The amounts contributed to the Health Plan are in excess of the hourly rates as shown in the Minimum Journeyman Wage Scale of these Addenda.

ITEM 3. PENSION PLAN

SECTION 1. The Pension Plan heretofore established between the parties is hereby renewed without interruption and shall continue to be administered by Joint Trustees composed of an equal number of representatives from the Union and representatives from employers who shall jointly or individually designate their Trustees and the method of

their replacement, all as outlined and permitted in the governing Trust Document, within thirty (30) days from the date of the execution of this Agreement.

SECTION 2. The amounts and effective dates for contributions by the Employer to the Pension Plan on behalf of each Employee shall be as follows, with the exception of the first four (4) periods of Apprenticeship:

July 1, 2001 \$2.95 per hour worked

SECTION 2 (a). Contributions by the Employer to the Pension Plan on behalf of Apprentices starting from the fifth (5th) period of Apprenticeship shall be as follows:

Effective Date	Periods of Apprenticeship					
	5th	6th	7th	8th	9th	10th
August 1, 1995	\$0.50	\$2.00	\$2.00	\$2.00	----	----
February 1, 1996	\$0.50	\$0.50	\$2.00	\$2.00	----	----
August 1, 1996	\$0.50	\$0.50	\$1.00	\$2.00	----	----
February 1, 1997	\$0.50	\$0.50	\$1.00	\$1.00	----	----
August 1, 1997	\$0.50	\$0.50	\$1.00	\$1.00	\$1.50	----
February 1, 1998	\$0.50	\$0.50	\$1.00	\$1.00	\$1.50	\$1.50

SECTION 3. Contributions to the Pension Plan, as per the schedule in Section 2 and 2(a) of this Item, shall be paid on all Employees, as defined in Definition of Employees of these Addenda, for each hour worked including overtime hours.

SECTION 4. Payments to the Pension Plan for all hours worked for all Employees, as defined in Definition of Employees of these Addenda, employed by the Employer shall be due on the first (1st) day of each month for the previous month and shall be paid not later than the tenth (10th) day of each month and shall be delinquent by the twentieth (20th) day of the month.

SECTION 5. The amounts contributed to the Pension Plan are in excess of the hourly rates as shown in Minimum Journeyman Wage Scale of these Addenda.

ITEM 4. SAVINGS PLAN

SECTION 1. The Savings Plan heretofore established between the parties is hereby renewed without interruption and shall continue to be administered by the Joint Trustees composed of an equal number of representatives from the Union and representatives from employers who shall jointly or individually designate their Trustees and the method of their replacement, all as outlined and permitted in the governing Trust Document, within thirty (30) days from the date of the execution of this Agreement.

SECTION 2. The current deduction shall be ten percent (10%) of gross taxable wages, including deferred taxable wages, and shall be transmitted to the Savings Plan monthly for each Employee.

SECTION 2(a). Such amounts shall be on the basis of the above set forth percentage of GROSS TOTAL WAGES, including overtime of each Employee, effective as of the dates herein set forth. It is understood that such amounts are part of the wages of each Employee and allocated to such Employee as of the date of the paycheck to each Employee involved.

SECTION 2(b). The Employers shall treat said amounts transmitted to the Savings Plan as wages and shall make all legal payroll deductions for Withholding Tax, Social Security, State Disability Insurance, etc. from the total wages and shall then set aside this full amount for the Savings Plan for transmittal each month to the Savings Plan as set forth in this Item.

SECTION 3. Amounts to the Savings Plan, as per the schedule in Section 2 of this Item, shall be transmitted on all Employees, as defined in Definition of Employees of these Addenda, for Gross Total Wages, including overtime.

SECTION 4. Payments to the Savings Plan on Gross Total Wages for all Employees, as defined in Definition of Employees of these Addenda, employed by the Employer shall be due on the first (1st) day of each month for the

previous month and shall be paid not later than the tenth (10th) day of each month and shall be delinquent by the twentieth (20th) day of the month.

SECTION 5. In the event of the death of the Employee, the beneficiary of the deceased Employee on file with the Union or with the Trust Fund (or if no beneficiary is on file at the time of the death of the Employee, the beneficiary designated in the Employee's last will; or if no will, the estate of the deceased Employee, as the case may be) shall receive all Savings Plan monies such Employee would have been entitled to receive but for his death.

ITEM 5. NATIONAL PENSION PLAN

SECTION 1. The parties to this Collective Bargaining Agreement recognize the SHEET METAL WORKERS' NATIONAL PENSION PLAN to be in full force and effect, including each Employee covered by this Agreement, and agree to be bound by all terms and conditions of such National Pension Plan and its rules and regulations and the Trust Agreement applicable to same, and approve and agree to be bound by the actions of the Board of Trustees thereunder that are not inconsistent or in conflict with the negotiated terms and conditions of these Addenda. The Union selects and adopts the Union Trustees and their successors or alternates to act on behalf of the Union pursuant to the provisions of the Agreement of Trust, and the Employer agrees to do likewise as to the Employer Trustees, said Trust being represented by an equal number of Union and Employer Trustees as required by law. The parties agree that the Employer will contribute on behalf of each Employee covered by this Agreement as set forth in the Wage and Fringe Schedule attached hereto and made a part hereof.

All contributions are to be made at the time and place and in the manner and upon the reporting forms as directed by the Joint Board of Trustees of the Sheet Metal Workers' National Pension Fund.

SECTION 2. The amounts and effective dates for contributions by the Employer to the National Pension Plan on behalf of Journeyman Sheet metal Workers shall be as follows:

July 1, 2001 \$1.36 per hour worked

SECTION 2(a). The amounts and effective dates for contributions by the Employer to the National Pension Plan on behalf of Apprentices shall be as follows:

Effective Date	Periods of Apprenticeship				
	1st	2nd	3rd	4th	5th
July 1, 1998	\$0.60	\$0.60	\$0.70	\$0.70	\$0.85
	6th	7th	8th	9th	10th
July 1, 1998	\$0.85	\$1.00	\$1.00	\$1.12	\$1.12

SECTION 2(b). The above amounts shall be contributed except as provided in the minimum journeyman wage scale, Item I, Section 2 of these Addenda.

SECTION 3. Contributions to the National Pension Plan, as per the schedule in Section 2 and 2(a) of this Item, shall be paid on all Employees, as defined in Definition of Employees of these Addenda, for each hour worked, including overtime.

SECTION 4. Payments to the National Pension Plan for all hours worked for all Employees, as defined in Definition of Employees of these Addenda, employed by the Employer shall be due on the first (1st) day of each month for the previous month and shall be paid not later than the tenth (10th) day of each month and shall be delinquent by the twentieth (20th) day of the month.

SECTION 5. The amounts contributed to the National Pension Plan are in excess of the hourly rates as shown in the Minimum Journeyman Wage Scale of these Addenda.

ITEM 6. INDUSTRY FUND

SECTION 1. The Industry Funds heretofore established between the parties hereto and known as the "Sheet Metal Industry Fund of Los Angeles" is hereby renewed without interruption and shall be administered by the Trustees or their replacements.

SECTION 2. Every Employer signatory to this Agreement shall continue to pay the Sheet Metal Industry Fund of Los Angeles the sum of Twenty Cents (\$0.20) for each hour worked by each Employee as defined in the Definition of Employees of these Addenda.

SECTION 3. If, during the term of this Agreement, the Trustees of these Local Industry Funds determine that additional monies are required for their Industry Funds, they may assess the necessary monies, and such increase will be put into effect as agreed by the Joint Industry Council and will be binding on any Employer signatory to this Agreement affected by such actions.

SECTION 4. Payments to said Industry Funds shall be due the first (1st) day of each month for all hours worked during the previous month by all Employees, as described in Article I, Section 1 of the Standard Form of Union Agreement, and shall be paid not later than the tenth (10th) day of each month and shall be delinquent by the twentieth (20th) day of the month.

SECTION 5. In 1998, Sheet Metal Workers' International Association and the Air Conditioning Sheet Metal Association (ACSMA) negotiated a new and separate collective bargaining agreement which provided in part that ACSMA establish its own separate industry promotion fund and cease all participation in the Sheet Metal Industry Fund of Los Angeles (SMIF-LA). Accordingly, the Sheet Metal Industry Fund of Los Angeles' Declaration of Trust shall be amended to remove all reference to ACSMA. ACSMA has no further authority or right to appoint any trustee, nor to administer, amend or participate in any way in said Trust.

ITEM 7. FUNDS PAYMENT, POSTING & BONDING

SECTION 1. Payments to all Funds or Trusts as provided in these Addenda shall be due on the first (1st) day of each month for the previous month and shall be paid not later than the tenth (10th) day of the month and shall be delinquent by the twentieth (20th) day of the month. Both parties to this Agreement will be bound by any other terms and conditions pursuant to collections and payments that may be imposed by the Trustees of each Trust Fund upon proper notification by those Trust Funds.

SECTION 1(a). Upon the second delinquent Employer payment or report, when a previous delinquency remains unpaid, the Employer shall remit all funds and trusts each two (2) week period as follows:

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

SECTION 2. The parties recognize and acknowledge that the regular and prompt filing of accurate Employer reports and the regular and prompt payment of correct Employer contributions to the Trusts is essential to the proper management of the Funds and that it would be extremely difficult, if not impossible, to fix the actual expense and damage to the Trusts which would result from the failure of an individual Employer to make such accurate reports and to pay such accurate monthly contributions in full within the time specified above. Therefore, the amount of damage to the Trusts resulting from failure to file reports shall be presumed to be the sum of Two Hundred Dollars (\$200.00) per Trust or ten percent (10%) of the amount of the contribution or contributions due, whichever is greater, for each delinquent report. In

addition, the parties agree that the amount of damage to the Trusts for failure to pay contributions before they are delinquent shall be presumed to be a sum equal to ten percent (10%) of the amount of contribution which is due and unpaid for the first month's delinquency and a sum equal to five percent (5%) of the amount of contribution which is due and unpaid for each additional month during which payment of such delinquency remains unpaid. These amounts shall become due and payable to the Trusts as liquidated damages and not as a penalty upon the date immediately following the date on which the report or the contribution became delinquent.

Liquidated damages shall be paid for each delinquent or fraudulent report or contribution and shall be paid in addition to any contributions due.

The Board of Trustees of the Trust Funds shall utilize all necessary legal procedures to collect any delinquent Employer contributions which shall be due and owing.

In the event the Trustees shall incur any costs for the collection of said delinquency, the delinquent Employer hereby agrees to pay said additional costs, including reasonable attorney's fees.

SECTION 3. Thirty (30) days after execution of this Agreement by the parties hereto, every Employer shall post a cash or surety bond in the minimum amount of Ten Thousand Dollars (\$10,000) .

SECTION 3(a). Any bond, as mentioned in this Item, shall be posted as surety or indemnity to insure the respective Joint Funds in the receipt of all monetary items due each of them from the Employer on behalf of each Employee under this Agreement.

SECTION 4. Any bond, as described in this Item, may be reviewed by the parties hereto to determine if such amount is adequate or if such amount shall be adjusted.

SECTION 4(a). Any bond that may exceed ten thousand dollars (\$10,000) shall be calculated at one thousand dollars (\$1,000) per Employee up to an amount of fifteen thousand dollars (\$15,000) automatically. If a bond exceeding fifteen thousand dollars (\$15,000) is required, it may only be raised above this amount by the Joint Industry Council.

SECTION 5. The amount set aside by the Employer for each Fund shall be shown on the payroll check stub given to the Employee, and one (1) copy of the monthly report form shall be posted on the Employer's bulletin board.

In the event that said copy of the report is not posted on the bulletin board by the twentieth (20th) day of the month, such non-compliance shall be considered a violation of this agreement and grievable under Article X of the Standard Form Union Agreement.

SECTION 5(a). Duplicate copies of the Employer's monthly report shall be immediately sent by the respective Funds, to the Union and to the respective Associations.

SECTION 5(b). The Employer shall set forth on the monthly report form of the Employer to the respective Funds, in separate columns, the following:

1. Social Security Number
2. Name of Employee
3. Number of Hours Worked
4. Gross Pay
5. Amount of Transmittal or Contribution to the Respective Fund

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

The straight time and overtime hours shall be separated and noted on the form.

SECTION 6. If the Employer fails to comply with any conditional payment schedule or terms thereof authorized by the Trustees for payment of funds or trusts under this Agreement, the Union shall, prior to any dispatch of Employees to such delinquent Employer, notify all eligible dispatch list registrants of the Employer's failure to pay the required funds and trusts. Additionally, the Employer shall, upon notification by the Union, immediately pay all contractual or voluntary taxable wage deductions for the Savings Plan, 401 Plan or Union Dues Check-Off directly on the paycheck each week for all Employees of the Employer.

SECTION 6(a). Any other provisions of the Standard Form of Union Agreement or the Addenda Thereto notwithstanding, no Employee may be required to continue working for an Employer who is delinquent in payment of wages or contributions to any of the Funds or Trusts under this Agreement. Said Employee shall not be subject to return to work nor discharge by such delinquent Employer until said Employer shall absolve himself of such delinquency in conformance with the terms of this Agreement, at which time said Employee may return to his employment, if available.

SECTION 7. At the request of either party to this Agreement, the Joint Industry Council will meet to review the failure of an Employer to pay funds or trusts in conformance with this Item. Upon recommendation of the Joint Industry Council, the Union will remove all bargaining unit Employees of such delinquent Employer. The Employer will not have the right to employ bargaining unit Employees until such Employer shall be absolved of all such delinquencies or as agreed by the Joint Industry Council. Such Employer shall nevertheless continue to be obligated under the terms and conditions of this Agreement.

SECTION 7(a). Should an Employee be removed from a job or shop because of such Employer delinquency, the Employer shall nevertheless continue to be responsible to such Employee, who shall be reimbursed for loss of wages

for a period not to exceed two (2) weeks, until such time as the delinquencies as mentioned above are brought current.

When an Employee is dispatched to another Employer, only the actual lost time will be reimbursed.

SECTION 7(b). The Union agrees that Employers who are paying all funds and trusts under the terms of this Item will have priority to the dispatch of Employees, under the Hiring and Dispatching provisions of this Agreement, over Employers who are delinquent to any funds or trusts and fail to comply with any conditional payment schedule or terms thereof authorized by the Trustees for payment of funds or trusts under this Agreement.

SECTION 8. The Employer shall require that the report form submitted to all Trust Funds or Trusts shall be made by an authorized representative of such Employer and such report, upon being submitted, shall certify thereby that all persons reported are Employees performing work in the bargaining unit for the period reported and such report shall be a certification that all hours of work performed or paid for during such period are correctly and accurately set forth in such report.

SECTION 8(a). Each Employer understands that no partners or sole proprietors are eligible to participate in the Trusts. Therefore, each Employer's report shall certify that no such individuals are included as Employees on such report.

SECTION 8(b). The Employer, by executing the collective bargaining agreement, recognizes that the failure to report upon all Employees on such Employer report form and the hours worked and paid for and/or the failure to pay all contributions required therefore may be a violation of the Employee Retirement Income Security Act of 1974 and the California Labor Code, Sec. 227.

SECTION 8(c). It is understood by the Employer and agreed to hereby that any and all contributions which are due and owing and unpaid to such Trust Funds are, by the

submittal of any Employer Report Form, thereby due and owing and payable as a single account as of the date of the most recent Employer Report Form. Additionally, in the event of a sale or transfer of the business or stock in trade of the Employer, the escrow agent is directed and authorized hereby, in compliance with the California Code of Civil Procedure, Sec. 1205, to withhold and pay over immediately to any and all Funds or Trusts set forth in this Agreement on the close of escrow all amounts and damages due and owing to such Funds or Trusts as evidenced by a sworn affidavit of the Administrator of any or all such Trust Funds.

SECTION 8(d). In the event that a contractor or subcontractor fails to give the notification required under Section 3097(k) of the Civil Code, or a similar form approved by the Trust, and payment is not received in full by either the Sheet Metal Workers' Pension Plan of Southern California, Arizona and Nevada and/or the Sheet Metal Workers' Health Plan of Southern California, Arizona and Nevada and/or the Sheet Metal Workers' Savings Plan of Southern California and/or the Sheet Metal Workers' Local 105 Defined Contribution Plan, notification by the Trust shall be given effective immediately thereafter of the date on which such payments were due and owing to be received for payment in full of such Trust Funds to the Registrar of Contractors with a request that disciplinary action be instituted against such contractor or subcontractor for the failure to give such legally required notice. In addition, if such information is not timely provided to the Trusts, then any shareholder, officer and/or director of any Employer that is a corporation will be individually liable for any contributions unpaid to the Trusts which might have been recoverable by the Trusts through the timely filing of mechanics liens or stop notices.

SECTION 9. So as to comply with applicable State and Federal Law affecting obligations and/or contributions to the Joint Health and/or Pension Trust Funds, and/or 401 Plan and Plans accepted and maintained under this Agreement, such Employer shall, within seven (7) days of receipt of a written notice from the Joint Trustees of such

Trust Fund or Plans requesting access to any and all Employer payroll records necessary for a Public Accountant or Auditor acceptable to the Trusts to audit and determine any discrepancy in wages or contributions for which an obligation exists under this or any other Agreement between the Employer and any Local Union of SMWIA, furnish all data, and allow examining and copying of payroll records to such representative of the Joint Trustees after being furnished with such seven (7) day notice.

All data, records, copies or information obtained hereunder shall be kept confidential, and its use shall be for the sole and exclusive purpose of collecting unpaid wages or contributions to the Joint Trust Funds.

ITEM 8. APPRENTICESHIP

SECTION 1. Article XI, Section 1 of the Standard Form of Union Agreement is hereby amended to the effect that the Joint Apprenticeship and Training Committee, hereinafter referred to as the J.A.T.C., as described therein shall be composed of twelve (12) members: six (6) of whom shall be selected by the Employers and six (6) of whom shall be selected by the Union.

SECTION 2. The Apprentice ratio, as described in the Standard Form of Union Agreement, Article XI, Section 4 shall be amended as follows:

The Apprentice ratio in no case shall exceed the following on the total number of regularly employed Journeymen Sheet Metal Workers of the Employer:

1 Apprentice to 2 Journeymen

On jobsite or shop work, the overall ratio shall not exceed:

1 Apprentice to 1 Journeyman

2 Apprentices to 4 Journeymen

1 Apprentice to 2 Journeymen thereafter

SECTION 3. Where four (4) Journeymen are employed by the Employer, regardless of the shop work or jobsites involved, the next person hired shall be an Apprentice. The overall industry ratio of Apprentices to Journeymen shall not exceed one (1) Apprentice to four (4) Journeymen regularly employed at any time.

SECTION 4. Article XI, Section 6 of the Standard Form of Union Agreement reads as follows:

"A graduated wage scale for Apprentices shall be established and maintained on the following percentage basis of the established wage rate of Journeymen Sheet Metal Workers."

(The periods designated below are in six [6] month increments and shall be applicable to Apprentices indentured after April 20, 1993.):

First Year	First Half - 40%	Second Half - 45%
Second Year	First Half - 50%	Second Half - 55%
Third Year	First Half - 60%	Second Half - 65%
Fourth Year	First Half - 70%	Second Half - 75%
Fifth Year	First Half - 80%	Second Half - 85%

SECTION 4(a). All rates shall be calculated as follows: All calculated rates ending below .005 shall be rounded off to the full cent below, and all calculated rates ending with .005 and above shall be rounded off to the next full cent above.

SECTION 5. The J.A.T.C. shall have the sole power to determine the eligibility of Employers for employment of Apprentices. It shall not be a violation of this Agreement for the Union to remove Apprentices from employment by any Employer who remains delinquent in contributions to the Joint Apprenticeship Trust Fund for training of Apprentices, provided such Employer has been notified by the Union of the intent to remove Apprentices for such delinquent contributions.

SECTION 6. The expenses necessary for the successful operation and administration of the J.A.T.C. and the Training Programs shall be derived from a contribution by each Employer under this Agreement of forty-five cents (\$0.45) effective August 1, 2001, fifty cents (\$0.50) effective February 1, 2002, and fifty-five cents (\$0.55) effective August 1, 2002.

SECTION 7. It is agreed that the present J.A.T.C., or any individual replacement of a member of same, shall be named by the parties as the Board of Joint Trustees of such Joint Apprenticeship Trust Fund.

SECTION 8. The Joint Apprenticeship Trust Fund shall be used only as authorized by the J.A.T.C.

SECTION 9. Article XI, Section 5 of the Standard Form of Union Agreement is hereby amended to read:

All applicants for apprenticeship shall meet such qualifications as are established by resolution of the Labor-Management Committee and applicable legal requirements, and each apprentice shall serve an Apprenticeship of five (5) years and such Apprentice shall not be put in charge of work on any job and shall work under the supervision of a Journeyman until apprenticeship terms have been completed and they have qualified as a journeymen, with the exception that apprentices in the eighth (8th) period of apprenticeship and beyond may work without the direct supervision of a journeyman.

ITEM 9. ZONE CENTER AND ZONE RATES

SECTION 1. Zone Centers shall be established as follows:

Zone "A" - 7th Street and Broadway, Los Angeles

0-30 miles.....FREE	60-70.....\$20.00
30-40.....\$ 6.00	70-80.....\$24.00
40-50.....\$12.00	80-90.....\$26.00
50-60.....\$17.00	90-100.....\$28.00

Zone "S" - Employer's Shop

0-30 miles.....FREE	60-70.....\$20.00
30-40\$ 6.00	70-80.....\$24.00
40-50.....\$12.00	80-90.....\$26.00
50-60.....\$17.00	90-100.....\$28.00

SECTION 1(a). No Zone Pay will be paid when an Employee is furnished with a company vehicle on a seven (7) day, twenty-four (24) hours a day basis within the territorial jurisdiction of the Local Union.

SECTION 2. Employers selecting Zone "S" as their center must use a Zone Center within the geographical jurisdiction of the collective bargaining area. The Employer must use Zone "A" for all work performed outside the geographical jurisdiction of the collective bargaining area.

SECTION 3. The Employer shall select a Zone upon execution of this Agreement and operate from such Zone Center or Zone Centers for the duration of said Agreement.

SECTION 4. Any Employer who moves his original, permanent shop shall designate his choice of Zone "S" or Zone "A" for any jobs started after moving his shop location and operate from said Zone Center for the duration of this Agreement.

SECTION 5. Any Employer not having an established shop within the geographical jurisdiction of the collective bargaining area shall use Zone "A" Center at 7th Street and Broadway, Los Angeles, as his designated Zone Center.

SECTION 6. The above Zone Rates shall apply on days worked only. No travel time will be allowed on the above Zone Rate schedule except as hereinafter specified in this Agreement, and Employees are to report to work on the jobsite at the approved starting time. The Employer must post a map in his shop showing these Rates.

SECTION 7. When an Employee travels from home to a job in a Zone Area and back to home, he shall receive the Zone Rate and no mileage will be paid.

SECTION 8. When an Employee reports to work in one Zone and is transferred to another Zone within the same working day, the Employee must receive the highest Zone Rate plus mileage from job to job.

SECTION 9. When an Employee travels from shop to job, and job to home, he shall receive the prevailing Zone Rate, plus mileage from shop to job.

SECTION 10. Mileage shall be paid at thirty-five cents (\$0.35) per mile when an Employee uses transportation other than that supplied by the Employer when traveling from shop to job, from job to job, or from job to shop.

SECTION 11. An Employee transporting materials using the Employer's vehicle shall be paid the proper overtime rates before and after regular working hours.

SECTION 12. When the immediate work site falls on a dividing Zone Line, the highest Zone Rate will prevail.

SECTION 13. In the event that a reciprocal agreement regarding Zone Expenses with any adjacent Local Union is agreed to, it shall become a part of this Agreement.

ITEM 10. HOLIDAYS

SECTION 1. It is hereby agreed to amend Article VI of the Standard Form of Union Agreement to conform with the following negotiated Holidays.

SECTION 2. Holidays shall be as follows:

New Year's Day	Labor Day
Martin Luther King, Jr. Birthday	Veteran's Day
President's Day	Thanksgiving Day

Memorial Day
Independence Day

Day After Thanksgiving
Christmas Day

SECTION 3. In addition to the Holidays in Section 2, the following shall also be Holidays.

SECTION 3(a). When any of the Holidays in Section 2 fall on Sunday, then the Monday after shall be a Holiday.

SECTION 3(b). When any of the Holidays in Section 2 fall on Saturday, then the Friday before shall also be a Holiday.

SECTION 3(c). When any of the Holidays in Section 2 fall on Thursday, then the Friday after shall also be a Holiday.

SECTION 3(d). When any of the Holidays in Section 2 fall on Tuesday, then the Monday before shall also be a Holiday.

ITEM 11. WORKING HOURS

SECTION 1. *Starting Time*

Where, in accordance with this Item, the starting time for work is changed, the work performed before and after the changed work day shall be compensated per the contractual overtime rates.

SECTION 2. Employees having worked, and reporting back to work the following day, shall only be laid off or sent home after a one-half day shift or after a full day shift. This does not apply to any new Employee's show-up time, as defined in Article VIII, Section 10 of the Standard Form of Union Agreement.

SECTION 3. Shop Work: Where the Employer and a majority of the Employees in a shop agree to start work prior to the regular starting time, the Employer shall notify the Union in writing of this fact on the form provided by the Union and verified by the Shop Steward and shall further

notify the Union of the agreed upon starting time and closing time of the eight (8) hour work day, which shall provide for not more than one (1) hour for lunch. Thereupon, until the Union is otherwise notified, such hours shall be the work day for the Employees of such Employer in the shop. The starting time in the shop shall be no earlier than 7:00 a.m. unless otherwise agreed to by the Local Union.

If the Employer requests an Early Start Permit for the shop and the Union grants such Permit, trucks will be permitted to leave the shop only at the starting time stated on the Permit.

An Overtime Permit will be required on any truck leaving the shop prior to the shop starting time.

SECTION 4. Jobsite Work: Jobsite work shall start at the regular starting time as provided in the Standard Form of Union Agreement, unless an earlier starting time is established by the General Contractor or building owner for all building trades performing work on the jobsite. The starting time on a jobsite shall be no earlier than 6:00 a.m. unless otherwise agreed to by the Local Union.

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

SECTION 6. Make-Up Day: When conditions beyond the Contractor's control (inclement weather, power failure, etc.) result in the loss of a normal work day during the normal work week, the Contractor may, with the PRIOR approval of the Union, schedule a Make-Up Day on Saturday at the straight time rate of pay. The decision to work, on the part of the Employee, will be optional and not mandatory. The work that will be permitted to be performed

under these conditions will be only work that would have been performed had the job not suffered a shut down.

SECTION 6(a). Under no circumstances will Hoisting, Rigging or any other activity not considered normal day-to-day activity be done under these conditions. All such activity must be done under the overtime provisions of this Agreement. The Union will have the right to make the final determination in deciding if this Section is applicable to the conditions of any job requesting a Make-Up Day.

SECTION 6(b). This Section is not applicable if the Saturday in question is a Holiday.

ITEM 12. SUBSISTENCE AND OUT OF TOWN

SECTION 1. All work beyond one hundred (100) miles from Zone Center "A" is out-of-town work and subsistence shall be paid.

SECTION 2. When an Employee works in an area beyond one hundred (100) miles from Zone Center "A", he shall receive: Thirty-eight dollars (\$38.00) subsistence for each day worked. If the Employee remains in said area to work on the project the following day(s), he shall receive fifty-five dollars (\$55.00) subsistence for each nights stay or the actual reasonable expenses incurred, if higher.

SECTION 3. When an Employee works in an area beyond one hundred (100) miles from Zone Center "A" and said work continues into the following week, and the Employee remains in said area, the employee shall receive: Fifty-five dollars (\$55.00) subsistence on a seven (7) day basis, or the actual receipted reasonable expenses incurred, if higher.

SECTION 3(a). Such subsistence shall be paid for Holidays or weekends when employment continues beyond such Holidays or weekends and is beyond one hundred (100) miles from Zone Center "A".

SECTION 3(b). If an Employee works on a jobsite beyond the one hundred (100) mile area on any day, he shall be paid expenses for that day even though he travels back to his home on that day.

SECTION 3(c). For each round trip beyond the one hundred (100) mile area required by the Employer, where the Employer does not furnish transportation, the Employee shall be reimbursed for transportation at the rate of: Thirty-five cents (\$0.35) per mile, calculated from Zone Center "A" to the jobsite, and from the jobsite back to Zone Center "A".

SECTION 4. On work or assignments or jobs of more than one (1) day duration, travel time shall be paid at the straight time rate of pay during regular working hours Monday through Friday, and at: sixty cents (\$0.60) per mile before and after regular working hours in addition to the transportation reimbursement of: Thirty-five cents (\$0.35) per mile as required by Section 3(c) of this Item, calculated from Zone Center "A" to the job and back to Zone Center "A".

SECTION 5. No subsistence payment will be required on a job of one (1) day's duration on out-of-town work. The Employee's travel time shall be paid at the straight time rate of pay during normal working hours and at: sixty cents (\$0.60) per mile before and after normal working hours, in addition to the transportation reimbursement of: Thirty-five cents (\$0.35) per mile as required by Section 3(c) of this Item, calculated from Zone Center "A" to the job and from the job back to Zone Center "A".

SECTION 6. An Employee may be required by the Employer to travel by public transportation (airplane, train, etc.) and, in such event, he shall be paid travel time at the straight time rate of pay during the regular working hours Monday through Friday from home to destination, and from destination to home. Time and one-half (1 1/2) shall be paid for other than regular working hours for such travel from home to destination and return.

ITEM 13. SHIFT WORK

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

SECTION 2. Shift work will not be less than three (3) full consecutive days. Shift work shall not start before Monday morning or later than 10:00 p.m. Friday.

SECTION 3. The evening shift shall receive a five percent (5%) premium; This shift shall begin no later than 5:30 p.m. The graveyard shift shall receive a ten percent (10%) premium; This shift shall begin no later than 1:00 a.m.

SECTION 4. When a shop or job goes on a shift basis, the evening shift shall receive a five percent (5%) premium and eight (8) hours pay for eight (8) hours worked. The graveyard shift shall receive a ten percent (10%) premium and eight (8) hours pay for seven and one-half (7 1/2) hours worked.

SECTION 5. Employees must have an eight (8) hour rest period when changing shifts.

SECTION 6. All shift work over the regular hours worked will be paid at the overtime premium rate of one and one-half (1 1/2) times the regular straight time pay.

SECTION 7. The overtime conditions of these Addenda will prevail on all shift work.

ITEM 14. OVERTIME

SECTION 1. All hours worked before and after normal established working hours will be considered overtime and be paid as such.

Normal working hours may be varied only by written permission of the Union, and only prior to the implementation of such working hours.

Overtime hours worked Monday through Friday, and Saturday work, shall be paid at one and one-half (1 1/2) times the regular rate of pay. Hours worked in excess of twelve (12) hours in any work day will be paid at two (2) times the regular rate of pay.

Sunday and holiday work shall be considered overtime and be paid at two (2) times the regular rate of pay. All holidays as defined in Section 2 and Section 3 of Item 10 shall be paid at two (2) times the regular rate of pay.

SECTION 2. Overtime Permits shall be required and must be obtained from the Union prior to the commencement of such work whenever possible. Any violation of this Item may be cause for the denial of future Overtime Permits.

SECTION 3. The steward, foreman or immediate supervisor shall call the Union for Overtime Permits.

SECTION 4. The ratio of Apprentices on permit overtime work shall be in conformity with the negotiated ratio as outlined in Item 8 of these Addenda. Apprentices may only work overtime hours that do not conflict with their school attendance as required by the Local J.A.T.C. Working overtime and missing school will not be accepted as an excuse and will result in disciplinary action.

SECTION 5. Where conditions do not allow hoisting and rigging of materials to a project or a building during normal working hours, said hoisting and rigging may be

done at the wage rate of one and one half (1 1/2) times the regular rate of pay on Saturday. Where conditions or laws do not allow rigging during normal working hours on Saturday, *hoisting and rigging may be done on Sunday at the wage rate of one and one half (1 1/2) times the regular rate of pay.*

ITEM 15. IN-PLANT MAINTENANCE

SECTION 1. A Maintenance Permit may be issued by the Union upon request by the Employer when an emergency breakdown of equipment occurs or repair of materials is necessary in existing occupied buildings, operating factories, foundries or other types of industrial facilities, provided the Employer notifies said Union prior to the start of said work.

SECTION 2. One and one-half (1½) times the regular rate of pay for overtime work may be permitted on this type of work, if a Permit is issued.

SECTION 3. Scheduled in-plant maintenance may be performed on a shift work basis as outlined in Item 13 - Shift Work, except that a one day shift is permitted under this Item, In-Plant Maintenance.

ITEM 16. SUPPLEMENTAL AGREEMENTS

SECTION 1. Supplemental Agreements, now existing or which may be negotiated in the future, may be agreed to with an individual Employer who qualifies for such an Agreement.

SECTION 2. It is understood and agreed by the parties hereto that Supplemental Agreements are supplemental to the Standard Form of Union Agreement and the Addenda Thereto and that this Standard Form of Union Agreement and Addenda is the master and binding contract to which an individual Employer must be signatory to be able to use Supplemental Agreements.

SECTION 3. Each signatory contractor must have fully complied with all of the terms of Item **SIGNING OF AGREEMENT** in this Addenda to the Standard Form of Union Agreement to qualify for employment of employees under the terms of Supplemental Agreements, Reciprocal Agreements between Local Unions, Special Agreements under Resolution 78 or Equality Funds.

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

SECTION 5. These Agreements include but are not limited to the following list:

Service	Food Service
Modernization	Environmental Control
Maintenance	Asbestos Abatement
Residential	Decking and Siding
Residential Shop Mfg.	Metal Building Industry
Sheet Metal Wall Panels	

ITEM 17. STEWARDS

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

SECTION 2. Stewards shall observe conditions of employment and conduct of Employees, as defined in Definition of Employees of these Addenda, to the end that the duties and obligations of the Employees and the provisions of the existing Standard Form of Union

Agreement and Addenda Thereto shall be complied with and shall assist whenever possible in adjusting minor differences or misunderstandings which arise but shall immediately notify the Union regarding the interpretations or application of the provisions of the existing Standard Form of Union Agreement and Addenda Thereto in connection with the employment of Employees in shops or on jobs.

SECTION 3. It is agreed by both parties that, in the event a Steward is transferred from shop to job, job to shop or job to job the Employer will cooperate with the Steward in notifying the Local Union Business Manager's Office.

SECTION 4. In the event that overtime work is required, the steward shall be one of those to perform such overtime work unless the work performed is a specialty type of work for which the steward is not qualified. The steward, if available, shall call the union office for all overtime permits.

SECTION 5. A Steward shall remain on the work until its completion. This does not apply to Foremen, Detailers or Specialized Employees.

SECTION 6. In no event shall an individual Employer discriminate against a Steward, or lay him off, or discharge him on account of any action taken by him in the performance of his Union duties.

SECTION 7. Provided said Employer has been notified of the Steward's appointment, as required above, a Steward shall not be laid off without just cause. The Employer shall notify the Union in writing of their intention to discharge or transfer a Shop or Job Steward for cause. This notice must be in the Union Office three (3) full working days prior to discharge or transfer. The Union retains the right to investigate and determine the cause for discharge or transfer.

SECTION 8. Should the Union disagree with the Employer's reasons for discharge or lay off of a Steward,

then the case will be processed in accordance with Article X of the Standard Form of Union Agreement, except that the Committee shall meet within seventy-two (72) hours.

SECTION 8(a). If the decision of the Joint Adjustment Board is that the Steward was laid off or discharged without just cause, then the Steward shall be reinstated by the Employer with no loss of pay.

SECTION 8(b). If the Local Joint Adjustment Board does not reach a decision and the next step (or steps) of Article X is instituted, then they shall render the decision on reinstatement and/or loss of pay.

ITEM 18. SUPERVISION

SECTION 1. Employees covered by this Agreement working on jobs or in shops shall not accept direction or instruction from or recognize the authority of anyone other than the Employer, a Sheet Metal Foreman, a Sheet Metal General Foreman, or the Employer's Representative, and paid as such.

SECTION 1(a). A Representative of the Employer may direct only the General Foreman or Foreman.

SECTION 2. A Foreman shall receive a minimum of ten percent (10%) per hour above the Journeyman hourly taxable rate. A General Foreman shall receive a minimum of fifteen percent (15%) per hour above the Journeyman hourly taxable rate.

SECTION 3. A Foreman is a Journeyman Sheet Metal Worker who has been designated as having the responsibility of supervising and giving direction to other Journeymen Sheet Metal Workers.

SECTION 4. A Journeyman Sheet Metal Worker who has under his supervision and direction six (6) or more employees on a jobsite will be designated as Foreman and paid as such. For each additional eight (8) Employees, one

Journeyman shall be designated as a Foreman and paid as such.

SECTION 5. A Journeyman Sheet Metal Worker who has under his supervision and direction two (2) or more Foreman will be designated as General Foreman and paid as such.

SECTION 6. Each shop shall have a Sheet Metal Worker designated as Foreman.

SECTION 7. The first journeyman entering the jurisdiction of the collective bargaining area from another geographical jurisdiction. (Under the Two Man Rule - Article 8, Section 6 of Standard Form of Union Agreement) shall be a Foreman.

ITEM 19. DETAILER

SECTION 1. A Detailer may be a Foreman or a General Foreman and performs the duties of the Detailer and Foreman functions. In performing the sole work of the Detailer, he shall receive a minimum of ten percent (10%) per hour over Journeyman's scale. When a Foreman or General Foreman is also performing the Detailer function, he shall then receive the pay for Foreman or General Foreman as he has been designated under Supervision of these Addenda. This shall not be construed to mean additional pay as a Detailer to the Foreman and/or General Foreman.

SECTION 2. Only the Employer or his designated Representative shall decide when the function of Detailer will be separated from the Foreman and/or General Foreman function on a given job.

SECTION 3. Minor sketches to be performed by a Journeyman because of alterations, repair, omissions or errors may be done by the Journeyman.

SECTION 4. A Detailer is a Journeyman Sheet Metal Worker capable of performing all items of work

covered under Article I, Section 1 of the Standard Form of Union Agreement, plus the advanced ability to prepare detailed shop sketches in their entirety from the use of civil, architectural, structural, electrical and mechanical drawings and specifications.

SECTION 5: Apprentices in their last two years of the Apprenticeship Program may be trained to perform the duties of Detailer provided that such Apprentice takes full advantage of the classes offered in blue print reading and detailing that are available to the Apprentice and provided by the Joint Apprenticeship Training Committee. The "Apprentice Trainee" must be under the supervision of a Journeyman Detailer. After graduating to Journeyman status, the "Trainee" may continue training in the designation of "Detailer Applicant" as outlined in Section 6 of this Item.

SECTION 6. For the purposes of training and providing opportunities for the Journeyman applicant who desires to become a Detailer, the parties hereto will establish a category called "Detailer-Applicant." The purpose of this category is to encourage (and make it economically feasible for) the Employer to train Employees in this highly skilled segment of the industry. To be eligible to become a "Detailer-Applicant," the Employee must have satisfactorily completed the required J.A.T.C. courses offered in "Blue-Print Reading" and "Detailing." The rates of pay for a "Detailer-Applicant" will be based on hours of on-the-job training as follows:

First 500 hours..... Journeyman Scale plus 2 1/2%
Next 500 hours..... Journeyman Scale plus 5%
Next 500 hours..... Journeyman Scale plus 7 1/2%

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

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

ITEM 20. PAYMENT OF WAGES

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

SECTION 2. If an Employee quits his employment, his wages shall become due and payable not later than seventy two (72) hours thereafter, unless the Employee has given seventy-two (72) hours previous notice of his intention to quit, in which case the Employee is entitled to his wages at the time of quitting.

SECTION 3. If an Employer willfully fails to pay without abatement or reduction, in accordance with the above Sections, any wages of an Employee who is

discharged or quits, the wages of such Employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action thereof is commenced, but such wages shall not continue for more than thirty (30) days.

ITEM 21. WAGE RELEASES

SECTION 1. No Employer shall require the execution of any release of any claim or right on account of wages due or to become due or made as an advance on wages to be earned, unless in compliance with applicable law and payment of all such wages has been made in full. Any release required or executed in violation of the provisions of this Section shall be null and void as between the Employer and the Employee.

SECTION 2. The same shall apply to payments to Fringe Funds and other monetary items in this Agreement.

ITEM 22. WAGE REBATE

SECTION 1. No Employer or Employee subject to this Agreement, or their agents, shall give or accept directly or indirectly any rebate of wages or other monetary items that are a part of this Agreement. Any Employer found guilty of violating this provision shall be subject to having this Agreement terminated immediately after written notice thereof being given by the Union in addition to any liability which might accrue to him for breach of this Agreement.

In the event of any violation of this provision, the applicable criminal authority shall be requested to prosecute such violator.

ITEM 23. EXPENSE PAYMENTS

SECTION 1. All expenses due an Employee covered by this Agreement, such as zone, mileage, subsistence, reimbursed expenses, etc., shall be paid on a separate check, or completely separated from the wages and so

noted on a single check. There are to be no deductions made on these monies, subject to a change in the tax laws.

SECTION 2. All checks issued to an Employee for payment of wages, zone, mileage, subsistence, reimbursed expenses, etc., shall have a check stub attached completely itemizing the nature of such payments and all deductions thereto.

ITEM 24. PAYDAY

SECTION 1. Payroll will close on Sunday. Payday will be on Wednesday. This is not a mandatory provision as long as the Employer is paying within the terms of the Standard Form of Union Agreement.

SECTION 2. The Employer agrees that if payday falls on a holiday, every effort will be made to pay on the day preceding that holiday so as not to create a hardship for the Employee.

SECTION 3. The Standard Form of Union Agreement (Article VIII, Section 9) defines the method for payment of wages to be in the shop or on the job each week and no more than two (2) days will be withheld. In order to clarify the actual payment of wages if the Employer requires services of the U.S. Mail to deliver his Employees' paychecks, the following shall apply:

1. The Employer has the responsibility to ensure that his Employees' wages are paid according to the intent of the Collective Bargaining Agreement. The Employer further agrees that wages mailed are not wages paid.
2. Any Employer who requires the services of U.S. Mail or other private mail delivery systems will continue to have responsibility for his Employee's paychecks until actual receipt by each Employee. All such paychecks must be mailed with postmark or other applicable documentation showing date mailed

on or before the second working day following the last day of the normal payroll week ending.

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

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

5. If an Employee is discharged or quits his employment, wages will be paid in accordance with Item PAYMENT OF WAGES in these addenda.

SECTION 4. With reference to Article VIII, Section 9 of the Standard Form of Union Agreement, when the workload increases the personnel of an Employer, causing a burden on the payroll department, a one (1) day extension may be granted by the Union, upon written request by the Employer.

ITEM 25. GRIEVANCE TIME LIMIT

SECTION 1. No complaint, dispute or grievance shall be considered unless written notice is delivered by the aggrieved party to the Union within thirty (30) days from the date of discharge, quit, occurrence or first knowledge of any violation of this collective bargaining agreement. This time limitation shall not apply to Trust Fund payments nor exclude the Employer from possible responsibility and/or

action by the Union as outlined in Article X of the Standard Form of Union Agreement.

ITEM 26. CERTIFIED PAYROLL

SECTION 1. Employers having material fabricated and/or assembled outside the territorial jurisdiction of the collective bargaining area shall furnish, upon request of the Local Union or the appropriate Employer's Association signatory to this Agreement, certified copies of payroll records specifying hours worked (straight and overtime) and net amounts of Fringes paid to prove that the wage scale specified in this Agreement has been paid for such fabrication.

SECTION 1(a). Additionally, Employers installing materials within the territorial jurisdiction of the collective bargaining area shall furnish, upon the request of the Local Union or the appropriate Employer's Association signatory to this Agreement, certified copies of payroll records specifying hours worked (straight and overtime) and net amounts of fringes and expenses paid to prove that wages, fringes and expenses have all been properly paid as specified in this Agreement.

SECTION 1(b). Out of the area contractors, when working in the territorial jurisdiction of the collective bargaining area, shall within five (5) working days after written request by the Union, submit to an authorized representative of the Union verified payroll records showing the hours worked and all amounts paid each workman employed in work covered by this Agreement. Such records shall show reimbursed amounts, hourly wages, all monetary items, all deductions and any other sums paid to such workmen.

SECTION 1(c). Payroll documentation required under Section 1, 1(a) and 1(b) of this Item shall be certified by an officer of the Employer and furnished to the Union by the Employer on a Certified Payroll Form furnished by the Union. An acceptable computerized report which clearly

details hours worked, wages and net amounts of fringes paid per Employee applicable to each job or project requested may be submitted as an alternate to the Union furnished form.

SECTION 2. In the event such Employer shall fail to comply with this provision after a written request therefore, said Employer shall pay as damages to the Local Pension Plan an amount which shall be determined by the Local Joint Adjustment Board, which shall be equal to the wages which would have been paid under this Agreement for such fabrication.

SECTION 3. Upon Labor and/or Management's request, a Joint Industry Council meeting will be held. Upon its decision, the Employer, upon forty-eight (48) hours written notice by letter or telegram or mailgram or facsimile from the Union, shall provide to a Representative of the Union immediate access to all books and records, including tax returns, required to be kept under California Wage and Hour Laws, or to substantiate proper payment of wages, fringe benefit contributions, zone pay, subsistence, mileage, and reimbursed expenses of any kind or nature. In the event such books or records are not located upon the Employer's premises, the Employer shall designate the location of such books and records and supply the Union with a letter authorizing immediate access thereto.

Nothing in the above sections is intended by the parties to be effectuated or enforced in a manner contrary to law.

SECTION 4. On all work specified in Article I of the Standard Form of Union Agreement and the Addenda Thereto, fabricated and/or assembled by journeymen, apprentices and/or pre-apprentice sheet metal workers within the jurisdiction of this Union, or elsewhere, for erection and/or installation within the jurisdiction of any other collective bargaining areas or local union affiliated with Sheet Metal Workers' International Association, whose established wage scale is higher than the wage scale specified in this Agreement, the higher wage scale of the

jobsite union, or the other collective bargaining area, shall be paid to the employees employed on such work in the home shop or sent to the jobsite.

ITEM 27. TOOL BOXES

SECTION 1. A tool box shall be made available by the Employer on every jobsite, wherever practicable, of sufficient size to store all of the tools of Employees working on that jobsite.

SECTION 2. Said tool boxes are to have the Employer's name prominently displayed in letters no less than three inches (3") high.

SECTION 3. Tool Protection

SECTION 3(a). The Employer shall be responsible for the replacement of his Employee's tools that are lost or damaged due to fire or forced entry when the tools are under the Employer's lock and key, either at the shop or in a company vehicle.

SECTION 3(b). The Sheet Metal Industry Fund of Los Angeles shall be responsible for the replacement of Employee's tools lost due to fire, theft or burglary when tools are on a jobsite under Employer's lock and key or under the Employee's general supervision. (This includes company vehicles when vehicles are used as a tool box.) The liability of the Industry Fund shall be limited to the tools listed on the approved inventory list, less:

Ten Dollars (\$10.00) replacement cost, paid by the Employee, when accompanied with verification that a police report has been filed. Twenty-five Dollars (\$25.00) replacement cost, paid by the Employee, when no police report has been filed.

SECTION 3(c). It shall be the responsibility of the Employee to use all reasonable means to preserve and protect his tools and the Employer's tools. Failure to do so may relieve the Employer and/or Industry Fund of all

liability. Any Employee willfully making false or inaccurate claims will be in violation of the Agreement and will be dealt with by the SMACNA/Local Union Joint Industry Council.

SECTION 3(d). In the event of a disputed claim, any party to the dispute may request an appearance before the Joint Industry Council, whose ruling shall be final and binding.

SECTION 3(e). Tool replacement under Section 3(b) of this Item will not be considered without the filing of the proper Tool Loss Reporting Form. The Form must contain the following information: Employee's name; location and details of loss; date of loss; details of the police report and verification of the filing of the police report by the Employer's representative and the Union Representative.

SECTION 3(f). In order to be considered for replacement under this program, all claims must be reported before the end of the second working day after first knowledge of the theft. Claims must be reported to the Employer, the Local Union and the Sheet Metal Industry Fund of Los Angeles. The Tool Loss Reporting Form must be completed and submitted to the Industry Fund within five (5) working days.

SECTION 3(g). To facilitate this procedure, upon telephone verification of theft to the Local Union and the Sheet Metal Industry Fund of Los Angeles, the Industry Fund will authorize the replacement of tools covered under this plan. Tools covered under this plan will be in a tool kit form and contain only the necessary hand tools required for immediate return to work. The tool kits will be stocked in sufficient quantities to keep loss of Employees' productive time to a minimum. The list of tools contained in the tool kits may be revised from time to time as deemed necessary by the SMACNA/Local Union Joint Industry Council. Approved claims will be settled by actual tool replacement only and not by monetary reimbursement.

SECTION 3(h). The benefits described in this Tool Protection Section shall apply only to members of the Local Union who are covered by this collective bargaining agreement. Failure to comply with procedures or any abuse of the intents and purposes of this Item will result in an automatic Joint Adjustment Board Hearing.

ITEM 28. EQUIPMENT RENTAL

SECTION 1. No Employee subject to this Agreement shall rent to the Employer any tools, equipment or conveyance of any kind or description.

ITEM 29. NEWLY ORGANIZED MEMBERS

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

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

1. **Apprentice referrals:** The Joint Apprenticeship Training Committee may grant priority referrals into the apprenticeship program to persons who do not possess journeyman skills and who become members of the Local Union as a result of the Union's organizing effort. Additionally, such persons shall be qualified for and be granted advanced credit for work and education experience based on their years of training in the sheet metal industry and their educational background. Advanced credit will be granted after evaluation by the committee or its representative. Said evaluation shall consist of a written examination and an interview to be completed before referral is made. Such priority

referrals shall be given equal consideration without regard to their race, sex, minimum qualifications, diplomas, eligibility lists or the necessity of passing written apprenticeship entrance tests.

2. Journeyman referrals: Qualification requirements for referral status are as outlined in the "Hiring and Dispatching" procedures in this Addenda to the Standard Form of Union Agreement.

ITEM 30. VEHICLE IDENTIFICATION

SECTION 1. The Employer agrees that all commercial vehicles owned and operated by the Employer in conjunction with performance of the work covered in this Agreement at the shop or on the jobsite shall bear the company name of the Employer on both sides of said vehicle and with letters not less than three inches (3") in height.

ITEM 31. ACCESS TO SHOP OR JOBSITE

SECTION 1. The Employer shall not prohibit Representatives of the Union from access to any shop or jobsite at any reasonable time provided the Representative notifies Employer's management of his presence. Access for the Representative, on official business, shall be expedited and prompt and without undue delays.

ITEM 32. SECURITY GATES/SECURITY CLEARANCE

SECTION 1. On remote jobsites on out-of-town work, when an Employee is required to report to any Security Guarded Gate, he shall be paid mileage in addition to subsistence unless Employer furnishes transportation.

SECTION 2. With the exception of escorted security cases, starting time will be at the worksite after the initial security clearance.

SECTION 3. Whenever an Employer signatory to this Agreement receives a contract in a plant or jobsite that requires a security clearance, he shall submit the name of the Business Representative in the area, but NOT as an Employee of the Employer, together with the names of his Employees to be admitted to said plant or jobsite.

ITEM 33. PARKING

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

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

SECTION 3. The Employer shall pay for all toll charges for throughways, bridges, ferrys, etc.

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

ITEM 34. HAZARDOUS CONDITIONS

SECTION 1. Before any Employee is required to perform work in any area that is extremely cold or extremely hot, or where there are noxious gases, or in any area that could be injurious or harmful to such Employee's health or well being, the Employee shall HAVE THE RIGHT TO NOTIFY THE UNION AND/OR THE EMPLOYER. The Union shall contact the Employer and the matter will be discussed prior to requiring such work to be performed.

SECTION 2. The same shall apply to dust, paint spraying, abnormal air pressures, radiation, asbestos, glass fibers, etc., as determined by CAL/OSHA.

ITEM 35. LOST TIME FOR MEDICAL TREATMENT

SECTION 1. An Employee suffering an industrial injury or industrial disease necessitating medical treatment or examination while in the employ of any signatory Employer shall be entitled to receive his current rate of pay in addition to any other benefits to which he may be entitled for any time lost from the work shift in which the injury occurred on account of said examination or treatment, provided he returns to work during that shift.

SECTION 2. If the injury occurs in the first half of the shift and the Employee is unable to return to work, he will receive four (4) hours pay.

SECTION 3. If the injury occurs in the second half of the shift and the Employee is unable to return to work, he will receive eight (8) hours pay.

SECTION 4. If said injury or disease requires daily/periodic treatment and the Employee is working, he shall receive his current rate of pay when it is necessary to receive treatment during the hours of his shift.

SECTION 5. It is understood that the injured Employee who requires daily/periodic treatment while continuing to work will make every effort possible to seek such treatment after his shift.

ITEM 36. SENIOR EMPLOYEES

SECTION 1. It is agreed by the parties hereto that there shall be no discrimination as to job opportunities due to the age of the Employee, in accordance with applicable laws.

ITEM 37. TESTING - BALANCING - ADJUSTMENT

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

SECTION 2. In the event that an unusual or special condition arises interfering with the compliance of Section 1 of this Item by the Employer, said Employer shall request a meeting of the Joint Industry Council for a decision dealing with the unusual or special condition prior to the commencement of the work.

If the Joint Industry Council shall deadlock or fail to act, the matter may be further appealed to the National Joint Adjustment Board in conformity with the procedures set forth in Article X of the Standard Form of Union Agreement. A decision by either the Joint Industry Council or the National Joint Adjustment Board shall be final and binding on the parties hereto.

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

SECTION 3. The signatory parties hereto agree to cooperate in every way possible to promote and establish training classes in order to qualify a sufficient number of Sheet Metal Workers for this type of work. It is further agreed that immediate steps shall be taken to have the Industry Fund assist in furthering this program.

ITEM 38. ELIGIBILITY FOR BOARDS, COMMITTEES, ETC.

SECTION 1. Only individuals who are Members in good standing of the Union or who have been engaged full time as an Employer in the Sheet Metal contracting business and who are signatory to this Agreement shall

serve on any Board, Committee or as a Trustee of any Joint Fund.

SECTION 2. Every Employer signatory to this Agreement recognizes that a Health Plan, a Pension Plan, an Apprenticeship Plan, a Savings Plan and a 401 Plan have each been heretofore established and are administered by Joint Board of Trustees composed of an equal number of representatives of the Union and representatives of the Employer, now or hereafter pursuant to the terms and provisions of a Trust Agreement and amendments, changes and modifications covering each respective Joint Trust as well as the rules and regulations, operations and actions of the Boards of Trustees of each respective Joint Trust. The undersigned Employer subscribes to and agrees to be bound by all of the provisions of each said Trust Agreement now or hereafter entered into, as well as the rules and regulations of each such Joint Trust and the actions and operations of each respective Joint Board of Trustees, and agrees that the Employer Trustee or Trustees representing the undersigned shall be those presently serving as such Employer Trustees, or their replacements, pursuant to the terms and provisions of each respective Trust Agreement now or hereafter entered into, as provided in the collective bargaining agreement.

ITEM 39. ELIGIBLE EMPLOYERS

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

SECTION 2. The terms and conditions of this Item may be varied by written waiver by the Union. Failure on the part of the Employer to observe any of the terms of this Item is agreed to constitute a material breach and may

result in the immediate cancellation of this Agreement upon written notification by the Union.

SECTION 3. No Employer shall be entitled to sign or become or remain, subject to the terms of Funds Payment, Posting and Bonding of these Addenda, a party to this Agreement if he is delinquent in payments to any Fund or Trust as described in this Agreement.

SECTION 4. Each Employer shall be eligible to sign an Agreement for one establishment only unless he has more than one establishment; then the Employer's other establishment or establishments must meet in all respects the requirements for the original establishment or that of competitive establishments in the area and must be under separate collective bargaining agreements with the Union.

SECTION 5. All applicable provisions of CAL/OSHA, the Contractor's State License Law and the Labor Code issued by the State of California shall be observed by the Employer.

ITEM 40. MUTUAL RESPONSIBILITY PROVISIONS

SECTION 1. The Union and the Employers agree to cooperate in all matters for the betterment of the industry, realizing that the best working conditions depend on a prosperous industry.

SECTION 2. In order to effectuate the policies and purposes of the Agreement established by the Joint Board for the settlement of jurisdictional disputes in the Building and Construction Industry, it is agreed as follows:

SECTION 2(a). Whenever an Employer signatory to the Standard Form of Union Agreement is awarded Sheet Metal work on any commercial building, industrial building or housing tract, such Employer shall immediately notify the Associations and the Union in writing within fifteen (15) calendar days prior to commencement of work. In the event the Employer does not comply with this Section, there will be a Joint Adjustment Board Hearing.

SECTION 2(b). Upon receipt of such notification from an Employer, the Union will immediately review the plans and specifications and, prior to the commencement of work on such project, the Union will notify the Associations in writing of any jurisdictional disputes on such job.

SECTION 3. In the event there is any dispute between the Union and the Associations as to what is or what is not Sheet Metal work as covered in Article I, Section 1 of the Standard Form of Union Agreement, then the Union and the Employers agree to submit jointly the matter in dispute to the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the Plan) for the settlement of the dispute or for an interpretation or decision covering the installation of the material or materials in dispute. There shall be no jurisdictional strike by the Union or its Members provided, however, the Union and the Employers have complied with the procedure set forth in this Agreement covering jurisdiction. However, if an Employer willfully refuses to abide by the procedure set forth above or to be governed by the decisions of the Plan as set forth above, then the Union shall be free to strike over the job in dispute. If the Union fails to comply with the procedure as set forth in this Agreement with reference to jurisdictional dispute or with reference to submitting the same to the Plan, then if the Union strikes they shall be deemed to be in violation of this Agreement.

SECTION 3(a). The Employer and the Union agree to be bound by the terms of the Plan and abide by the provisions requiring compliance with the decisions and awards of the Administrator, arbitrators or national arbitration panels established under the Plan.

ITEM 41. UNION LABEL

SECTION 1. A Sheet Metal Union Label shall be applied to Sheet Metal work manufactured, assembled and fabricated by Members in good standing of this Local Union or of SMWIA.

SECTION 2. Nothing in this Agreement shall limit the right of the Employer to use materials and products in the course of his work available on the open market, provided only that the Employer herein agrees to give preference whenever possible to Union-made materials and products; and the Union and the Associations will appoint a standing committee for the purpose of determining the legality of any other Item which may strengthen this Item. The Union and the Associations will jointly publicize and submit to Employers the names of firms and companies with an agreement with Unions affiliated with SMWIA who manufacture products bearing the Union Label of SMWIA.

SECTION 3. The Union Label is and shall remain the sole and exclusive property of the Union and, as such, it is to remain under the control of the Union or its designated representative. Misuse or directed misuse of a Sheet Metal Union Label by any contractor signatory to this bargaining agreement shall be considered a violation of said agreement and grievable by the Union under Article X of the Standard Form of Union Agreement or the Union Label may be removed at any time by the Union without explanation or reason to the Employer.

ITEM 42. INDUSTRY PROTECTION

SECTION 1. The Employer agrees that only Employees as covered by this Agreement shall be assigned to perform such work as covered by Article I of the Standard Form of Union Agreement.

SECTION 2. No Employer shall directly or indirectly by any subterfuge evade the terms, intents and purposes of this Agreement. No Employer shall sublet or contract with persons who are Employees, as outlined in Definition of Employees of these Addenda, any part of the labor services required by the Employer of such Employee.

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

SECTION 4. Any Employer who subcontracts work covered by this Agreement to a contractor not signatory to this Agreement shall be liable for all loss of wages and fringe benefit contributions resulting from such subcontracting based upon the contract rates provided for under the terms of this Agreement.

SECTION 5. Whenever an Employer signatory to this Agreement receives a contract for a job that has been partially completed by another Employer, he shall notify the Local Union in the area in writing before starting work. On any job or project which has been partially completed by one Employer and work thereon has stopped because of the failure of the Employer to meet his current obligations and money is due and payable to Employees or the Trust Funds either as wages or fringe benefits and has not been paid, it shall not be a violation of this Agreement for the Union to refuse to permit the employees covered by this Agreement to work on said job or project until such wages and fringe benefits have been paid.

SECTION 6. Whenever an Employer signatory to this Agreement receives a contract for fabrication of materials only and does not receive a contract for the installation of same, he shall immediately, within twenty-four (24) hours, notify the Union in writing of the company or person he received the contract from in accordance with the reporting requirements of the Mutual Responsibility Provisions in these addenda.

ITEM 43. JOURNEYMEN'S EXAMINATION

SECTION 1. An Examining Committee shall be permanently established with an equal number of Union representatives and Employers' representatives. As an alternative, the Local Joint Industry Council, composed of Local Union 105 Representatives and Representatives of SMACNA-LA, may designate the Local J.A.T.C. to administrate the proper tests and examination.

SECTION 2. The function of the Examining Committee shall be to give examinations to Sheet Metal

Workers seeking a Journeyman's rating for the purposes of determining qualifications of such applicant and establishing whether or not he is entitled to be rated as a qualified Journeyman Sheet Metal Worker. Such examination shall consist of a written and oral examination and a practical test in actual shop work.

SECTION 3. All applicants, without regard to membership or non-membership in a Union, seeking employment as a Journeyman Sheet Metal Worker shall be required to successfully complete the examination as generally outlined above AND TO SECURE A QUALIFIED SHEET METAL JOURNEYMAN RATING from the Joint Examining Committee.

SECTION 4. There shall be no transfers to the Union from another Local Union without the transferor taking the required examination, except for Journeymen who have over Five (5) years' experience as a Journeyman, working for a qualified Employer or Employers and except for applicants who have successfully completed a qualifying apprenticeship program.

SECTION 5. An applicant for employment as a Journeyman Sheet Metal Worker may be required to submit to the Union a copy of his Certificate of Qualification from the Joint Examining Committee, giving the results of such examination, and the Union shall be required to furnish a copy of the Certificate of Qualification to the Employer upon a request made by an Employer signatory to this Agreement.

SECTION 6. Any applicant who fails to successfully pass the examination described herein shall have a period of fifteen (15) days, from the date of such notification of failure to successfully pass said examination, to appeal the results of such examination and seek review of same to the Joint Industry Council referred to in this Addenda. The decision of the Joint Industry Council shall be final and binding upon all parties without further recourse.

ITEM 44. JOINT INDUSTRY COUNCIL

SECTION 1. The Joint Industry Council as heretofore established shall be composed of at least two (2), but not more than four (4), Employer Representatives appointed by the Employer Association, and an equal number of Union Representatives. The purpose shall be to function as a research and public relations agency on behalf of the sheet metal industry, to seek to increase the use of sheet metal products by the consuming public, to improve the business of sheet metal contractors, contact architects and general contractors to acquaint them with added uses of sheet metal so as to seek to increase the use of sheet metal in construction products and to attempt to advertise in every way possible to the consuming public so as to increase the sale and use of such products.

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

SECTION 3. The Joint Industry Council shall also work with all Joint Adjustment Boards, Councils, Committees, etc. to help settle and resolve all problems and controversies and shall also act as advisors to the Industry Fund.

SECTION 4. It is agreed that at least two (2) members of the Joint Industry Council from Labor and Management shall be from the negotiating committee who participated in the negotiating of this Agreement.

ITEM 45. RECORD SLIPS

SECTION 1. Because of the need for accurate records by the Joint Funds, any Employee as defined in the Definition of Employees of these Addenda to the Standard Form of Union Agreement must have a Record Slip from the Union verifying the fact that he is going to work for a particular Employer. The Employer shall provide clearance to the Union office on or before the first day of employment

including rehires, at such time the Union will mail or fax the record slip to the Employer. It is understood that this procedure will have no effect whatsoever on the rights of individual solicitation of jobs or the rights of the Employer to employ Employees as provided in the Standard Form of Union Agreement nor will there be any discrimination by the Union. The Union agrees that its Office will handle this matter expeditiously and to the least inconvenience of the Employee and the Employer. The present rights of the Employee to work as provided in the Standard Form of Union Agreement remain.

SECTION 2. No Employee shall be loaned from one Employer to another Employer without providing clearance to the union office in compliance with Section 1 of this Item, Records Slips.

SECTION 3. When an Employer signatory to this Agreement or to a contract Supplemental to this Agreement employs a person to perform work covered by this or said Supplemental Agreement, he shall require membership in the Union as outlined in Article V of the Standard Form of Union Agreement or the appropriate Supplemental Agreement.

SECTION 4. Work Permits shall be issued by the Union, free from any charge, and be a requirement by the Employer before a person who is not a Member of this Union is employed to perform work claimed under the Standard Form of Union Agreement and the Addenda Thereto or any Supplemental Agreement thereto. Such non-member Employee must apply for and have in their possession said Work Permit prior to, and at all times after, going to work. Failure by the Employer to require a Work Permit from an Employee who is not a Member of this Union shall require the Employer to pay full Journeyman wages to that Employee, as of the date of hire.

SECTION 4(a). Additionally, the Employer will be liable for all unpaid benefits, liquidated damages, incurred costs and fees to all of the affected Trust Funds for all unreported hours for such non-member employee.

SECTION 4(b). Also, by not properly reporting hours or paying contributions on said Employee, the Employer assumes any and all medical costs incurred by the *Employee and their eligible dependents not reimbursed by the Trust Fund, from the date of hire.*

ITEM 46. HIRING AND DISPATCHING

SECTION 1. It is mutually understood by and between the parties signatory to this Agreement that it is necessary to maintain an efficient system of production in the industry and to provide an orderly procedure for referral of applicants for employment in the industry. It is, therefore, mutually agreed that when the signatory Employer requires Employees to perform any work covered by this Agreement, such Employer shall hire such applicants for employment in accordance with the following provisions.

SECTION 2. The Employer shall requisition all Employees who are to be employed in the bargaining unit *from the Union having jurisdiction over the area of the particular craft or skill involved.* The Union will promptly dispatch such Employees as have been requisitioned on a non-discriminatory basis in accordance with the dispatch rules as defined in Section 4, Exhibit "A" of this Item. However, it is understood and agreed that all such dispatching and the operation of any hiring halls that may be maintained by the Union shall be subject to and governed by the following conditions.

SECTION 2(a). Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on or in any way affected by Union membership, by-laws, regulations, constitutional provisions, or any other aspects or obligations of Union membership, policies or requirements.

SECTION 2(b). The Employer retains the right to reject, for proper cause, any job applicant referred by the Union.

SECTION 2(c). Any qualified Journeyman may be requisitioned by name from a group under the Hiring and Dispatching Procedure of this Agreement provided such individual is available for such employment. An Employee must be terminated or quit before being referred to another Employer.

SECTION 2(d). Contractors signatory to the Standard Form of Union Agreement outside of the Local Union 105 jurisdiction may request by name an Employee, provided such employee is properly registered on the out of work list, and the employee has worked for said Employer within the past one hundred, eighty (180) days.

SECTION 2(e). A copy of these rules shall be posted in a conspicuous place, adjacent to the Dispatch Office and, where applicable, a copy of these Dispatching Rules shall be given to each applicant applying for registration for dispatch.

SECTION 3. If the Union fails to furnish the requisitioned Employee(s) within forty-eight (48) hours after a request to the Dispatch Office then, and only in that event, the Employer may secure such Employee(s) from any other source available, subject only to the conditions, provisions and restrictions of this Agreement and the Standard Form of Union Agreement and the Addenda Thereto between the parties. However, in such event, the Employer will notify the Union immediately when such Employee(s) are hired and will require such Employee(s) to obtain a Job Referral Slip from the Union prior to said Employee(s) being allowed to perform any work covered by this Agreement or any Supplemental Agreement thereto. It is further mutually agreed and understood that this requirement is solely for record keeping purposes and written proof that the Employee has been properly dispatched under the terms of this or any Supplemental Agreement and that no fee shall be required as a condition of dispatch or referral.

SECTION 4: EXHIBIT "A" - Dispatching Procedures

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

SECTION 4(a). The Employer has agreed that he will first call the Union Dispatch Office when requiring dispatch of Employees. If Union Business Representatives are asked to supply Employees, they shall promptly relay such request to the proper Dispatch Office for servicing the request. However, this is only to be considered a courtesy to the Employer, and a request to the Union Dispatch Office is the only formal and acceptable request under these dispatching procedures.

SECTION 4(b). Where applicable, a written record slip will be furnished to each Employee dispatched to a job. This is not a Union "clearance" but rather written evidence in the Employee's possession that they have been dispatched in accordance with an applicable labor agreement. Additionally, each Employer will be mailed or faxed a record slip indicating that the Employee has been properly dispatched to the job.

SECTION 4(c). The Dispatch Office shall maintain appropriate registration lists, cards and other records of registered individuals, kept current from day to day, and record slips of registered individuals will be made in accordance with the seniority provisions hereinafter stated. However, when an applicant seeks to register for the first time as a Journeyman Sheet Metal Worker, he shall furnish satisfactory proof that he is qualified to do the work in the particular category in which he seeks employment. It is the intention of the parties to the labor agreement that only competent Employees shall be employed. Standards to be used by the dispatcher in determining qualification will be as follows:

A. JOURNEYMAN SHEET METAL WORKERS:

1. Any individual who has previously worked for a signatory Employer for at least one (1) year in the jurisdiction of the Local Union and who has been certified by such Employer as having the requisite skills of a Journeyman Sheet Metal Worker will be deemed to be eligible for dispatch as a Journeyman Sheet Metal Worker provided, if requested, they pass a qualifying journeyman examination administered by the Local J.A.T.C.
2. Any individual who has worked elsewhere, in qualifying employment, as a Journeyman Sheet Metal Worker for a period of five (5) years or more will be deemed to be eligible to be dispatched as a Journeyman Sheet Metal Worker.
3. All other individuals desiring to be registered and dispatched as a Journeyman Sheet Metal Worker must show five (5) years experience with the tools of the trade, in qualifying employment, and must present to the dispatcher a certificate showing that they have passed a written examination and a practical test prescribed and administered by the J.A.T.C., or its designee, verifying that the applicant possesses the skills of a Journeyman.
4. Any individual who has successfully completed a qualifying Apprenticeship Training Program.

B. APPRENTICES:

Any individual currently indentured and registered in the Apprentice Program who is eligible under the rules of the J.A.T.C. shall be deemed a qualified Apprentice and eligible for dispatch in accordance with the established apprenticeship program procedures.

- C. No qualified applicant will be refused registration or dispatch because of membership or non-membership in any organization.
- D. The Dispatch Office shall register and dispatch all persons in a manner consistent with Federal and State laws governing equal employment opportunity.

The Dispatch Office shall register each applicant in the highest priority group listed below for which they are eligible. Persons shall be dispatched from the below listed priority list, in their order, on a first registered, first dispatched basis provided that such person is qualified to perform the work called for by the Employer.

"A" LIST JOURNEYMAN

All applicants for employment who have five (5) or more years of experience with a qualifying Employer in the area of the trade in which they are seeking employment or who have successfully completed a qualifying Apprenticeship Program. Applicants who have not successfully completed a qualifying Apprenticeship Program may be required to verify their qualifications by successfully passing a written and practical test administered by the J.A.T.C.

"B" LIST JOURNEYMAN

All other applicants who have successfully passed a qualifying examination.

Applicants may not solicit work except as governed by such Union working rules and regulations.

- E. It will be the responsibility of all qualified individuals to register when out of work if they desire to be dispatched again. A qualified Journeyman or Apprentice may register by phone.

F. The Dispatch Office shall have the responsibility of determining the qualifications and appropriate group placement of all registrants. All disputes which may arise regarding such determinations and placements shall be resolved in the following manner.

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

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

G. "AVAILABLE FOR WORK" means that the registrant is available, ready, willing and able, upon personal or telephonic notification, to report to the job location.

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

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

ITEM 47. POWDER ACTUATED TOOLS

SECTION 1. In the interest of safety, any Employer who instructs or requires any Employee to use "POWDER ACTUATED TOOLS" must instruct and require him to comply with CAL/OSHA and also comply with the California Building Trades Council Agreement with the manufacturers of these tools.

SECTION 2. An Employee shall not be required nor shall he be permitted to use any "POWDER ACTUATED TOOL" unless he has in his possession a current Certification Card for the particular model of tool that he is going to use.

SECTION 3. The Employer shall be directly responsible to see that each Employee required to use a "POWDER ACTUATED TOOL" shall be properly trained.

ITEM 48. WELDING TESTS

SECTION 1. The cost of any welding test required by the Employer shall be paid by the Employer, including time required to take such test or tests.

ITEM 49. PRESERVATION OF WORK

SECTION 1. It is hereby agreed that each Employee covered by this Collective Bargaining Agreement shall take at least three (3) weeks off from work each calendar year, unless such Employee has been ill or on lay-off for such period during the year.

SECTION 2. Such time off shall be taken with the mutual consent of the Employer and the Employee. Such time off shall be scheduled so that it will not create any undue hardship on the Employer and in no case in excess of twenty percent (20%) of the number of Employees who shall be off at one time where the Employees exceed ten (10) in number.

SECTION 3. In the event of a law enacting a shorter work week or day by State or Federal bodies or by the majority of the Building Trades crafts, the Joint Industry Council shall have authority to meet and recommend adjustment to the Agreement.

SECTION 4. When unemployment reaches twenty-five (25%), the Joint Industry Council will meet to address the situation.

ITEM 50. RESIDENTIAL WORK

SECTION 1. In order to further clarify Article VIII, Section 3, Item 5, Residential furnace pipe and fittings (production wage rates) of the Standard Form of Union Agreement, residential work is defined as single dwellings, duplex dwellings, triplex dwellings, apartment dwellings and condominiums not exceeding four (4) stories.

SECTION 2. Except as outlined above, all custom or special design Sheet Metal items and work described in Article I, Section 1 of the Standard Form of Union Agreement used on any other type of construction or Sheet Metal work shall be performed only by Employees covered by and pursuant to this Agreement.

SECTION 3. Any violation of Section 2 of this Item shall be cause for liquidated damages as determined by the Joint Industry Council.

SECTION 4. Any repeated violation of any Section of this Item shall be considered by the parties to be a material breach of this Agreement and shall be cause for immediate cancellation of this Agreement upon twenty-four (24) hours written notice by the Union.

ITEM 51. CLARIFICATIONS OF THE STANDARD FORM

SECTION 1. It is hereby agreed that Article II, Section 2 and Article VIII, Section 2 of the Standard Form of Union Agreement is interpreted by the parties hereto to include "Fringe Benefits." Nothing in said Article is

intended by the parties to be effectuated or enforced in a manner contrary to law.

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

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

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

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

ITEM 52. EMPLOYMENT RECORD

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

1. Name
2. Address and Telephone Number
3. Social Security Number
4. Number of dependents for tax purposes
5. Name of person to notify in case of accident
6. Driver's License Number
7. Such documents that may be required to comply with the Immigration and Naturalization Service regulations

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

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

SECTION 4. Employees shall comply with a drug and alcohol policy if such a policy has been implemented as a condition of employment on a project or jobsite required by a federal, state or local government agency, general contractor or owner. If required to do so under the terms of this Section 4 and as a condition of employment to work on a jobsite, the Employee will receive compensation that is applicable for work covered in Article I of the Standard Form of Union Agreement for the time required by said employee to comply with the terms of the approved drug and alcohol policy. The Employer agrees to pay or arrange for payment in full for all costs associated with the compliance of this Section.

Drug, alcohol or chemical testing as a condition of employment or continued employment shall be a violation of this Agreement except as provided in this section and as agreed to by the Union and the Employer in a written Memorandum of Understanding between the parties.

It is understood that the use, possession, transfer or sale of alcohol or illegal drugs, narcotics or other unlawful substances is absolutely prohibited while employees are on the employers premises or while working on any site in connection with work performed under this Agreement.

ITEM 53. TRANSPORTATION PROVISIONS

SECTION 1. An Employee shall not be permitted or required to ride outside of the cab of any truck, pick-up or automobile.

SECTION 2. The tools or personal belongings of any Employee shall be transported in such a manner that, at all times, they are protected from the elements.

ITEM 54. CIVIL RIGHTS

SECTION 1. The parties hereto desire to take such steps as may be necessary in their contract relations with each other to fully effectuate the spirit and intention for affirmative action called for in Title VII of the Civil Rights Act of 1964 as well as other applicable legislation and Governmental Regulations and Orders so as to afford full and equal employment opportunity to minority group Members for work performed under this Agreement, regardless of race, color, religion, sex, age or national origin.

To accomplish these expressed aims and purposes, the parties agree to take such steps as necessary to reach these objectives that they shall not fail or refuse to hire or refer nor discharge or exclude from Union membership any individual or otherwise discriminate against any individual with respect to their compensation, terms, conditions or privileges of employment for covered work under this

Agreement because of race, color, religion, sex, age or national origin nor will the parties hereto segregate or classify any individual or Union Member in any way so as to deprive or tend to deprive such individual of employment opportunities for such work or otherwise adversely affect their status as an Employee or applicant for such employment because of race, color, religion, sex, age or national origin.

The parties agree to maintain a committee composed of an equal number of Employer and Union representatives so as to implement and seek to accomplish the aims and purposes of the above. Such committee shall meet on a regular basis.

ITEM 55. COFFEE/REST BREAK

SECTION 1. Two (2) coffee/rest breaks shall be recognized in all shops and on all jobsites during the regular working hours of each day. These coffee/rest breaks shall each be of ten (10) minutes duration and take place in the morning and in the afternoon.

SECTION 2. During shift work or overtime, similar conditions shall apply.

SECTION 3. Each Employee must receive a thirty (30) minute meal period within the first five (5) hours of a workday. An Employee may waive the meal period only if the entire workday does not exceed six (6) hours.

SECTION 3(a). Each Employee must receive a second thirty (30) minute meal period if the workday extends beyond ten (10) hours. The second meal period may be waived by the Employee if the workday does not exceed twelve (12) hours.

ITEM 56. TERM OF AGREEMENT

SECTION 1. These Addenda shall commence on July 1, 2001 and shall remain in effect up to and including

June 30, 2007, under the terms set forth in Article XIII of the Standard Form of Union Agreement.

ITEM 57. SIGNING OF AGREEMENT

SECTION 1. This agreement is signed by the SHEET METAL AND AIR CONDITIONING CONTRACTORS' NATIONAL ASSOCIATION, LOS ANGELES CHAPTER (SMACNA-LA) on behalf of its members as per the lists submitted to the Union, or by the individual Employer if not represented by an Association.

For maintaining records, the Union will furnish two (2) copies of the Affirmation Agreement for signature by each Employer and Association. The Employer shall have ten (10) days within which to sign and return such signed copies of the Affirmation Agreement, at which time the Union will then countersign these Affirmation Agreements and return one signed copy to each Employer.

ITEM 58. LEGAL SEPARABILITY

SECTION 1. Any provision of this Agreement adjudged to be unlawful by a Court of competent jurisdiction shall be treated for all purposes as null and void, but all other provisions of this Agreement shall continue to be in full force and effect except as provided herein in this Agreement.

ITEM 59. NON-DISCRIMINATION

SECTION 1. All referrals in this Agreement to the masculine gender shall be read and interpreted to refer to both genders and no term, reference or definition in this Agreement shall be interpreted or enforced so as to deny any person the full, and equal benefit of obtaining or retaining employment under this Agreement because of age, sex, race, color, religion or national origin. Any party to the Agreement who, upon a hearing before the Local Joint Adjustment Board requested pursuant to the authority of this provision is found to be in violation of this provision, shall be assessed liquidated damages in the

amount of three (3) times the salary of a Journeyman per the rates as shown in Minimum Journeyman Wage Scale of these Addenda for the time involved, which sum of money in addition to any compensation due and owing to the Employee so injured shall be payable to the Sheet Metal Workers' Pension Plan of Southern California, Arizona and Nevada.

ITEM 60. RETIREES' SUPPLEMENTAL HEALTH CARE TRUST

SECTION 1. The Sheet Metal Workers' Supplemental Retirees' Welfare Trust Fund heretofore established between the parties is hereby terminated and replaced with the Retirees' Supplemental Health Care Trust. This Trust shall be administered by joint trustees composed of an equal number of representatives from the Union and representatives from Employers who shall jointly or individually designate their trustees and the method of their replacement thirty (30) days from the date of execution of this Agreement. Any reserve monies from the trust that this trust replaces shall be transmitted to this fund to be utilized for the benefit of retirees covered by this Agreement.

SECTION 2. Employer contributions under this item shall be sixteen cents (\$0.16) per hour worked by each Employee, with the exception of the first four (4) periods of apprenticeship and pre-apprentices.

SECTION 3. Contributions to the Retirees' Supplemental Health Care Trust, as per the schedule in Section 2 of this Item, shall be paid on all Employees, as defined in Definition of Employees of these Addenda, for each hour worked including overtime hours.

SECTION 4. Payments to the Retirees' Supplemental Health Care Trust for all hours worked for all Employees, as defined in Definition of Employees of these Addenda, employed by the Employer shall be due on the first (1st) day of each month for the previous month and shall be paid not later than the tenth (10th) day of each month and

shall be delinquent by the twentieth (20th) day of the month.

SECTION 5. The amounts contributed to the Retirees' Supplemental Health Care Trust are in excess of the hourly rates as shown in the Minimum Journeyman wage scale of these addenda.

SECTION 6. The exclusive purpose of the Retirees' Supplemental Health Care Trust is to reimburse retirees for health care expenses as determined by the Plan's Board of Trustees. The trustees will seek Internal Revenue Service approval for tax-qualified status. The trustees of this fund shall operate in compliance with all federal and state regulations.

ITEM 61. PRE-APPRENTICES

SECTION 1. The Pre-apprentice Program heretofore established between the parties is hereby renewed without interruption and shall continue to be administered as previously established. Accordingly, Article XII of the Standard Form of Union Agreement has been amended as follows:

Pre-apprentices can only be dispatched from the established Apprentice Applicant list on file in the Local J.A.T.C. office or by industry recommendation and only if they agree to the terms and conditions of the current Pre-apprentice Worker Policy.

The Pre-apprentice Ratios are as follows:

NO. OF JOURNEYMEN	APPRENTICES	PRE- APPRENTICES
2	1	1
4	2	1
5	2	2

Thereafter, for each additional three (3) Apprentices, one (1) additional Pre-apprentice may be dispatched.

The hourly taxable wages for Pre-apprentices will be thirty percent (30%) of the Journeyman's Hourly Taxable Rate. The only fringe benefits payable on Pre-apprentices will be the current Plan B Health Plan rate, the current Journeyman Local Apprenticeship and Training Fund Contribution, the Industry Fund Contributions and, if retained as a pre-apprentice after one (1) year, National Pension Plan contributions in the amount of thirty-five percent (35%) of the Journeyman contribution rate per the Pre-apprentice wage and fringe fund schedule.

After six (6) months of service, the hourly taxable wages for Pre-apprentices will be thirty-five percent (35%) of the Journeyman's hourly taxable wage.

ITEM 52. SECTION 401(K) DEFINED CONTRIBUTION PLAN

SECTION 1. It is agreed that the parties have entered into an Agreement and Declaration of Trust establishing the Sheet Metal Workers' Local 105 Defined Contribution Plan having an effective date of January 1, 1990. This Local Trust Fund shall be for the benefit of all participants on whose behalf contributions are made. This Local Trust Fund shall be administered by a Joint Board of Labor-Management Trustees in accordance with the provisions of the Taft-Hartley Act, and all other applicable Federal and State laws, and shall be composed of an equal number of Union appointed Trustees and Employer appointed Trustees. Trustees of this Local Trust Fund shall determine and define the specific details and benefits to be derived by the participants of the Trust. The initial contribution rate shall be established as the greater of three quarters of one percent (.75%) of each Employee's straight time wage rate or twenty-five cents (\$0.25) per hour. In addition to these mandatory Employer contributions, tax deferred Employee payroll wage deductions may be made to the Trust and shall be permitted as determined by the Trustees pursuant to Section 401(K) of the Internal Revenue Code. The Trust shall be consistent with the Internal Revenue Code and must be approved by the Internal Revenue Service.

SECTION 2. The amounts and effective dates for Employer contributions to the Section 401 (K) Pension Plan on behalf of each Employee shall be as follows with the exception of the first four (4) periods (two (2) years) of apprenticeship.

January 1, 1990	\$0.25 per hour worked
July 1, 1994	\$0.35 per hour worked
July 1, 1996	\$0.45 per hour worked
February 1, 1997	\$1.12 per hour worked
July 1, 1997	\$1.30 per hour worked
February 1, 2000	\$1.50 per hour worked
August 1, 2000	\$1.70 per hour worked
February 1, 2001	\$1.47 per hour worked

SECTION 3. Once entered into, the Agreement and Declaration of Trust referred to herein shall become a part of this Addendum as if set forth in full herein. All parties to this Addendum to be bound by the agreement and Declaration of Trust establishing this Local Trust Fund and by all amendments thereto as may be made from time to time and hereby designate as their representatives on the Board of Trustees those as are named, together with any successors who may be appointed pursuant to said Agreement.

ITEM 63. UNION DUES CHECK OFF

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

In order that taxes will be paid each week, the gross taxable wage shall include the Union dues check off monies in the amount shown in the wage and fringe schedules. After normal tax deductions are made from the weekly gross taxable wages, each Employer agrees to withhold the full amount in trust, up to and including the last pay period of the month and shall then deposit said check off monies to the Local Union in such manner and on such report form as mutually agreed by the signatory parties to this agreement. The weekly check stub shall indicate the amount withheld. Upon receipt of these monies (timely and accurate negotiable check), and report, the Employer shall

have no further responsibility for same. Each Employee in conformance with the Labor - Management Relations Act of 1947 as amended, shall give the Employer, or have on file with the Local Union written authorization for such deduction.

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

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

Negotiated By

**SHEET METAL AND AIR CONDITIONING
CONTRACTORS' NATIONAL ASSOCIATION
LOS ANGELES CHAPTER**

- JORDAN EHRENKRANZ *Ideal Heating & Air Cond. Corporation*
KENT COOPER *Los Angeles Air Conditioning Company, Inc.*
CHARLES THOMPSON *Airemasters Air Conditioning*
ROBERT VLUCK *Air Conditioning Company (ACCO)*
TANI POE *Western Allied Corporation*
KEVIN O'DORISIO *Executive Director/SMACNA-LA*

**SHEET METAL WORKERS'
INTERNATIONAL ASSOCIATION
LOCAL UNION NO. 105 LOS ANGELES**

ROY A. RINGWOOD
Business Manager/Financial Secretary-Treasurer

BRADLEY J. ROOKER
President/Business Representative

MARIO V. TERAN
Recording Secretary/Business Representative

EDDIE MONTES, *Business Representative*

JAMES W. ODOM, *Business Representative*

MICHAEL ROCKY PELLICCINO, *Business Representative*

KEN ROOKER, *Business Representative*

EDWARD E. ELLIOTT, *Business Representative*

Jurisdictional Boundaries Of Local Union 105 Los Angeles

South Boundary: The Pacific Ocean.

East Boundary: The western city limits of Long Beach and north Long Beach, along west bank of Los Angeles River, east along center line of Imperial Highway to Orange County line. At that point go north, following the Los Angeles County line and the boundary will be the Los Angeles County and San Bernardino County line to the Pomona Freeway (Highway 60) from there, go west to the Orange Freeway (Highway 57). North, staying on the western center side of Highway 57 to where it intersects the San Bernardino Freeway (Interstate 10), east along the north center side of the San Bernardino Freeway (Interstate 10) to Ganesha Blvd. Then follow the center of Ganesha Blvd., north along side the eastern side of the Mountain Meadows Country Golf Course. On the north side of the Mountain Meadows Country Golf Course, use the boundary between La Verne and Pomona City limits (La Verne side - Local 105 - Los Angeles jurisdiction. Continue to follow the eastern boundary of the La Verne City limits north, bordering the Claremont City limits. Then use the western Claremont City limit as the furthest point east. As to the rest of the area north of Claremont, this is the Los Angeles jurisdiction to the western border of the San Bernardino County line.

North Boundary: From the Big Pines Recreational area west on a straight line to Gorman, passing through Gorman on a straight line to the Ventura County line.

West Boundary: South from Gorman along the Ventura County line to the ocean and south along the Pacific Ocean to Long Beach city limits.

Any time you are sent by your Employer, or if you are seeking work outside of the jurisdiction, it is necessary that you report to the Local Union having jurisdiction, outlined in Article Sixteen (16), Section 9(q) of the Constitution and Ritual of the Sheet Metal Workers' International Association.

AFFILIATED LOCALS
of
WESTERN STATES COUNCIL
CALIFORNIA, ARIZONA, NEVADA AND HAWAII
Sheet Metal Workers' International Association

LOCAL 26
Post Office Box 26
Sparks, NV 89432
Phone: (775) 352-9226

Donald R. Burns
Business Manager

Fax: (775) 352-9547

LOCAL 88
2560 Marco Street
Las Vegas, NV 89115
Phone: (702) 452-4799

James M. Long
Business Manager

Fax: (702) 452-7284

LOCAL 104
2610 Crow Canyon Road, Ste. 200
San Ramon, CA 94583
Phone: (925) 831-4956

Bruce W. Word
Business Manager

Fax: (925) 831-0231

Branch Offices - Local 104

San Francisco Office
1939 Market Street
San Francisco, CA 94103
(415) 621-2930
FAX (415) 621-2554

San Mateo Office
858 Hinckley Road
Burlingame, CA 94010
(650) 697-0664
FAX (650) 697-3587

San Leandro Office
1720 Marina Boulevard
San Leandro, CA 94577
(510) 895-8660
FAX (510) 895-0636

Petaluma Office
1250 Petaluma Boulevard
Petaluma, CA 94952
(707) 763-6676
FAX (707) 769-0643

Castroville Office
11060 Commercial Parkway
Post Office Box 940
Castroville, CA 95012-0940
(831) 633-3585
FAX (831) 633-2947

Eureka Office
(707) 443-8158

LOCAL 105
464 S. Lucas Avenue
Los Angeles, CA 90017
Phone: (213) 481-2050

LOCAL 105 - Corona Office
355 N. Sheridan St., Unit 102
Corona, CA 92880-2058

(909) 737-7102

LOCAL 105 - Bakersfield Office
601 Eureka Street
Bakersfield, CA 93305
Phone: (661) 323-4461

LOCAL 162
2840 El Centro Road, Ste. 110
Sacramento, CA 95833
Phone: (916) 922-1133

LOCAL 170 (Production)
9101 E. Whittier Blvd., Ste 170
Pico Rivera, CA 90660
Phone: (562) 695-4066

LOCAL 206
4594 Mission Gorge Place
San Diego, CA 92120
Phone: (619) 265-0501

San Jose Office
370 Umbarger Road
San Jose, CA 95111
(408) 225-3939
FAX (408) 365-1388

Roy A. Ringwood
Business Manager/
President
Fax: (213) 481-2076

Lance D. Clark
Financial Sec.-Treasurer/
Recording Secretary

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Duane A. Turner
Business Manager

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Business Manager

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Business Manager

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LOCAL 273
415 Chapala Street
Santa Barbara, CA 93101
Phone: (805) 962-1232

Douglas S. Hehnke
Business Manager

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LOCAL 293
1405 N. King Street, 4th Floor
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Phone: (808) 841-5078

Michael H. Nouchi
Business Manager

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2604 E. Adams Street
Phoenix, AZ 85034
Phone: (602) 273-1388

Ted W. Lewis
Business Manager

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General Secretary-Treasurer

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July 2001 - June 2002

SMWIA Local Union No. 105

Jul 2001						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
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Jan 2002						
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Aug 2001						
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Feb 2002						
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Oct 2001						
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Apr 2002						
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May 2002						
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Dec 2001						
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Jun 2002						
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July 2002 - June 2003

SMWIA Local Union No. 105

Jul 2002

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Jan 2003

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Aug 2002

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Feb 2003

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Sep 2002

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Mar 2003

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Oct 2002

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Apr 2003

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Nov 2002

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May 2003

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Dec 2002

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Jun 2003

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July 2003 - June 2004

SMWIA Local Union No. 105

Jul 2003						
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Aug 2003						
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Feb 2004						
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Oct 2003						
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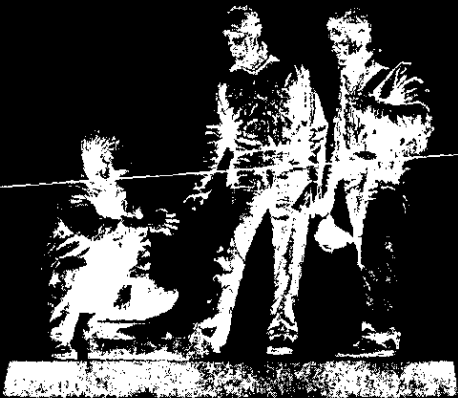
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Nov 2003						
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May 2004						
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Dec 2003						
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Jun 2004						
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Generations of Craftsmanship



SMACNA
L O S A N G E L E S