

**CLEVELAND DISTRICT
AGREEMENT
FOR
SERVICE TECHNICIANS
AND
RESIDENTIAL APPLICATIONS**



Agreement by and between

SMACNA - Cleveland

And

SMART Local Union No. 33

Cleveland - District

May 1, 2022 to April 30, 2025

CLEVELAND DISTRICT AGREEMENT FOR SERVICE TECHNICIANS
AND RESIDENTIAL APPLICATIONS

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**AGREEMENT FOR SERVICE TECHNICIANS
AND RESIDENTIAL APPLICATIONS
OF SMART LOCAL UNION NO. 33
CLEVELAND DISTRICT**

This Agreement entered into this _____ day of _____, 20 _____,

by and between _____
(Name of Contractor)

_____ of _____
(Address of Contractor)

**ARTICLE I
SCOPE OF WORK**

SECTION 1: This Agreement covers the rates of pay, rules and working conditions of all employees of the Employer engaged in the fabrication, erection, installation repairing, replacing and servicing of all residential heating and air conditioning systems, including oil burners, gas burners, electric furnaces, heat pumps, water heating equipment, automatic control systems, solar heat systems and the installation and service of refrigeration systems, and all work associated with the installation and service of such equipment and the architectural sheet metal work on such residences.

SECTION 2: Residential shall be defined as applying to work on any single family dwelling or multiple family housing units where each individual family unit is conditioned by a separate and independent unit or system. This shall include Variable Refrigerant Flow (VRF) systems where multiple individual family units may share a central outdoor condensing unit or heat pump. Residential installation work will not apply to any installation work that is covered under (a) special project agreement rates, (b) pre-determined building trades rates under the Davis Bacon Act, or (c) work that is presently being performed by Building Trades journeymen working under the building trades wage package. This work will continue to be performed under those terms and conditions.

SECTION 3: The Employer agrees that none but residential journeymen, residential trainees, and residential utility workers shall be employed on any work described in Section 1 of this Agreement.

SECTION 4: The wages and working conditions covered by this Agreement are applicable to the Employer's employees regardless of the geographical area in which the employees are performing work identified in Section 1 and 2 above. By being bound to or working under the terms and conditions of this Agreement, the Employer acknowledges that he/she is automatically bound to the terms and conditions of Local Union No. 33 Standard Form of Union Agreement for the geographical area in which it performs the bargaining unit work.

SECTION 5: Wages and working conditions not covered by this Agreement are to be as written in the Local No. 33 Standard Form of Union Agreement for the geographical area in which it performs the bargaining unit work.

SECTION 6: Each Employer, in response to the Union's claim that it represents an uncoerced majority of each Employer's employees doing work under this agreement, acknowledges and agrees that there is no good faith doubt that the Union has been authorized to and in fact does represent such majority of employees. Therefore, the Union is hereby recognized as the sole and exclusive collective bargaining representative for the sheet metal workers now or hereafter employed in the bargaining unit with respect to wages, hours of work or other terms and conditions of employment.

ARTICLE II SUBCONTRACTING

SECTION 1: The Employer shall not subcontract or assign any of the work described herein which is to be performed at a job site to any contractor, subcontractor or other person or party who fails to agree, in writing, to comply with the conditions of employment contained herein including, without limitations, those relating to Union security, rates of pay and working conditions, hiring and other matters covered hereby for the duration of the project.

ARTICLE III WORK FORCE

SECTION 1: Only residential journeymen, residential trainees and residential utility workers shall be employed on any work described in Article I, unless already covered by a building trade's addendum.

SECTION 2: Each Employer shall be entitled to one (1) residential trainee for each residential journeyman.

SECTION 3: Residential utility workers may be employed to do any work described in Article I on the basis of one (1) to two (2), two (2) to four (4) workers, and so forth, based on residential journeymen and/or residential trainees employed.

SECTION 4: A School-to-Work program may be adopted. (See attached).

ARTICLE IV WAGES

SECTION 1: The regular basic hourly wage rate for residential journeymen sheet metal workers covered by this Agreement shall be in the wage schedule attached.

SECTION 2: FOREMAN'S RATE: On projects where three (3) or more Residential members are employed one (1) shall be designated as a foreman and paid two dollars (\$2.00) over their hourly rate.

SECTION 3: Residential trainees covered by this Agreement shall be paid on a percentage basis of the basic taxable wage. (See attached).

- 60%--Sixty (60) day Probationary----- no fringes
- 70%--Next 12 months ----- plus all applicable fringes
- 75%--Two (2) years ----- plus all applicable fringes
- 85%--Three (3) years ----- plus all applicable fringes
- 95%--Four (4) years ----- plus all applicable fringes

SECTION 4: Residential utility workers covered by this Agreement shall be paid as follows:

First 90 days-----50% of basic taxable wage, but not less than minimum wage.

91st day (Anniversary date) ----- 55% of basic taxable wage, but not less than minimum wage, plus Health & Welfare/National Pension (\$0.05)/ITI/NEMI/SMOHIT.

Second year ----- 60% of basic taxable, but not less than minimum wage, plus Health & Welfare/National Pension (\$0.05))/ITI/NEMI/SMOHIT.

Third year ----- 65% of basic taxable, but not less than minimum wage, plus Health & Welfare/National Pension (\$0.05))/ITI/NEMI/SMOHIT.

Once a residential utility worker has completed three (3) years of service with the Company, he/she must be placed in the residential trainee program at a minimum of third year trainee or become a residential journeyman.

SECTION 5: WAGE RATE INCREASES

First Full Week of May 2022 \$0.60

First Full Week of May 2023 \$0.60

First Full Week of May 2024 \$0.60

PLEASE NOTE: RAISES WILL APPLY TO ALL RESIDENTIAL EMPLOYEES REGARDLESS OF THEIR CURRENT HOURLY RATE.

**ARTICLE V
WORKDAY FOR INSTALLATION
(NEW CONSTRUCTION)**

SECTION 1(a): The standard workday shall be an established period of up to ten (10) consecutive hours between 7:00 a.m. and 8:00 p.m. exclusive of mandatory thirty (30) minute lunch period. Forty (40) hours per week shall constitute a week's work, Monday through Saturday inclusive. This scheduling provision shall not be abused.

(b): Except as otherwise provided pursuant to Section 1(c) of this Article, all work performed outside the regular working hours, shall be paid at one and one half (1½) times the established rate.

(c): All work performed on the following six (6) holidays will be paid at two (2) times the established rate. Holidays are: Thanksgiving, Labor Day, Christmas, Memorial Day, New Year's Day and Fourth of July, and Sundays.

ARTICLE VI SERVICE AND REPLACEMENT

SECTION 1(a): Service and Replacement. Hours of Work: The workweek shall consist of a scheduled forty (40) hour week, Monday through Saturday with no more than ten (10) hours in one day. All work performed beyond the ten (10) hour day and the forty (40) hour week shall be compensated for at one and one half (1½) times the applicable hourly wage rate. All work performed beyond sixty (60) hours worked and the holidays named below will be compensated at two (2) times the applicable rate. The six double time holidays are: Thanksgiving, Labor Day, Christmas, Memorial Day, New Year's Day and the Fourth of July.

(b): Any replacement work performed on a Sunday shall be compensated at two (2) times the applicable rate. Replacement shall be defined as replacement of a piece of equipment. Replacing a part in existing equipment shall not be defined as replacement.

SECTION 2: The rate of pay for the lead start-up technician on all commercial and industrial new construction not covered by the residential/light commercial scope of work, the National Maintenance Agreement or a Project Labor Agreement shall be set by the terms and conditions established by the local building trade's agreement at eighty (80%) percent of the basic taxable rate of the building trades journeyman. All others will be at their rate.

SECTION 3: ON CALL: When an employee is on call, he/she shall receive an additional twenty (\$20.00) dollars for each day the employee is on call, Monday through Friday. If an employee is on call on a Saturday, Sunday or a holiday, he/she shall receive an additional twenty-five (\$25.00) dollars for each day the employee is on call. An On Call employee is defined as an employee who is specifically designated and previously notified by the employer as being available for service calls on a specific day or days in the future.

SECTION 4: All service work performed on projects covered by Prevailing Wage shall be paid at the established rate for that project.

Section 5(a): Commercial Service Technician – The rate of pay for a Journeyman commercial service tech will be set by the local building trade's agreement. The commercial service tech rate will be the basic taxable rate of the building trade's journeyman. Fringe benefits are based on the residential fringe package for the area in which the service tech is located.

Section 5(b): Commercial Service Technician trainees covered by this Agreement will be paid on a percentage basis of the basic taxable wage of the building trade's journeyman. The Contractor may utilize a service technician trainee currently performing work under the terms and conditions of the residential trainee program to perform work on commercial service prior to entering the commercial service training program. Once a residential service trainee completes the four year residential trainee program he/she must be enrolled in the commercial

trainee program or become a commercial service technician to continue to perform commercial service.

65%--First year -----	plus all applicable fringes
75%--Second year -----	plus all applicable fringes
80%--Third year -----	plus all applicable fringes
90%--Fourth year -----	plus all applicable fringes

The contractor may require NATE certification for advancement from a second year to a third year commercial service technician. The contractor who requires the certification must offer the classes and testing to the employees. The cost for the training and the test will be the sole responsibility of the contractor. Any subsequent testing due to the employee’s failure to pass the test will be paid by the employee. A contractor may not hold an employee back from advancement if the contractor does not offer and pay for the training and testing outlined.

Section 5(c): Commercial service work will not apply to any service work performed under the Service Technicians and Residential Agreement that is covered under special project agreement rates, pre-determined building trades wage rates under the Davis Bacon Act, or work that is presently being performed by Building Trades journeyman or service techs working under the building trades wage package. This work will continue to be performed under those terms and conditions.

Preventative maintenance; filter changes, coil cleanings, lubrication of equipment, belts and contact cleaning will continue to be performed under the residential terms and conditions of this agreement.

Section 5(d): The Employer agrees that building trades members and/or residential members employed prior to this agreement shall not forfeit or suffer a reduction in wages or fringe benefits due to the adoption of the Agreement.

Section 6: Scope of Work for Service: Service on any heating and air conditioning equipment.

**ARTICLE VII
TRAVEL**

SECTION 1: Employees employed on a job within the limits of forty (40) miles of the Employer's shop or the employee’s place of residence, whichever is closer, shall be governed by the regular working hours specified herein and shall provide for themselves necessary transportation within said limits from home to job at starting time and from job to home at quitting time.

SECTION 2: When employed outside of the limits specified in Section 1 of this Article, but within the jurisdiction of the home Local 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 shall receive the mileage and/or travel time negotiated in the individual districts Building Trades CBA. As an alternative to the foregoing method, all necessary transportation, travel

time, board and expenses shall be paid each employee while employed outside of the limits specified in Section 1 of this Article.

ARTICLE VIII FRINGE BENEFITS

SECTION 1: The Employer agrees that for each residential employee covered by this Agreement, he/she will contribute to the Benefit Funds in the amount specified in the Agreement in the manner and under the rules specified in the Local Basic or Local Standard Form of Union Agreement and Addenda thereto.

SECTION 2: The Employer agrees to be bound by the wages, hours and working conditions contained in the Local Standard Form of Union Agreement on any work performed on commercial or industrial establishments, or on any work not specified in Section 1, 2, or 3 of this Agreement.

SECTION 3: Paid Vacations: Any employee who has been employed by the Employer for more than one (1) year shall be eligible for one (1) week of paid vacation, more than five (5) years shall be eligible for two (2) weeks of paid vacation. The vacation pay shall be a separate check based on a forty (40) hour week. The vacation pay will be at the employee's current rate of pay, and does not include fringe benefits.

- (a) One (1) year of employment time will be accumulated from the employee's date of hire.
- (b) Vacation and vacation pay requests will be submitted to the company within thirty (30) days of the scheduled vacation or vacation pay request.
- (c) Vacation requests will be granted on a seniority basis. If two employees request the same vacation time the request will be granted to the employee with the longest time at the company.
- (d) Employees will not be permitted to accumulate vacation time from one year to the next.
- (e) Once an employee's vacation time is scheduled and approved by the company, the company must have the employee's consent for any changes.
- (f) An employee may use his/her vacation pay during a layoff.

SECTION 4: Paid Holidays: New employees will be eligible for paid holidays once they have worked 320 hours for the company. Paid holidays will be as follows:

New Year's Day, Labor Day, Fourth of July, Memorial Day, Thanksgiving and Christmas

- (a) If an employee is required to work on a Holiday, in addition to holiday pay, actual hours worked will be paid at two (2) times the employee's normal rate of pay.

(b) Employees are to be paid the wage rate that they are currently working under at the time of the holiday.

(c) Any Holiday that falls on a Saturday, Friday will be observed as the paid holiday. Any Holiday that falls on a Sunday, Monday will be observed as the paid holiday.

EXAMPLE: If an employee is required to work on a Holiday, then he/she will receive double time for any hours worked. If the employee is required to work on the observed holiday (Friday or Monday) the employee will receive his/her holiday pay plus one and one half times his/her hourly rate.

(d) The employee must work the normal scheduled day before the holiday and the next scheduled day after the holiday to receive their holiday pay.

(1) An employee may request thirty (30) days prior to the paid holiday to take additional time off before or after the scheduled paid holiday. If an employee is off work with an excused illness the scheduled day before the holiday or the next scheduled day after the holiday they will also receive the holiday pay.

SECTION 5: Any employee terminated by the company will receive their accumulated vacation pay at the time of the termination.

SECTION 6: Once an employee has qualified for their vacation and holiday pay for a contractor, that employee will not have to requalify for the same contractor.

SECTION 7: If an employee receives a paid holiday or vacation time during the week, that time will apply to the normal workweek and will be included in the scheduled forty (40) hour week. Saturday will not be included as a straight time day. Any work on Saturday will be paid at time and one half.

SECTION 8: SHEET METAL WORKERS' NATIONAL PENSION FUND

This Article VIII, Section 8 relates to the Employer's obligation to contribute to the Sheet Metal Workers' National Pension Fund ("NPF" or Fund"). The Parties have adopted the NPF's Default Option under the NPF's Funding Improvement Plan and Funding Improvement Plan Schedule(s) ("FIP"). The Employer agrees to contribute in accordance with the terms of the FIP Schedule adopted by the parties, the NPF Plan Document (the "Plan Document") and the NPF Trust Document (the "Trust Document"). The FIP Schedule, Plan Document, and Trust Document are hereby incorporated by reference into, and form part of, this Collective Bargaining Agreement ("Agreement").

1. For the duration of this Agreement and any renewals or extensions to it, the Employer shall make monthly NPF contributions at the hourly Contribution Rate provided for under this Agreement and as required by the FIP Schedule. The Employer shall contribute for each Hour of Work performed by each employee for whom contributions are due under this Agreement.

2. All Employers shall start contributing to the National Pension Fund on Residential Trainees no later than the 61st day of employment and Utility Workers no later than the 91st day of

employment. For any employee who has been reclassified from a Utility Worker to a Residential Trainee or from a Residential Trainee to a Utility Worker, contributions will then be required on his or her behalf starting with the employee's first hour of employment under the new classification. In any event contributions are required after 90 calendar days from hire regardless of job class.

3. All contributions shall be made at such time and in such manner, as the Fund requires. Contributions for each Covered Employee shall be due the Fund or or before the twentieth (20th) day of each month, based on the Covered Employee's Hours of Work in the preceding month. Contributions and remittance data shall be transmitted electronically via the National Benefit Funds' secure online Internet Payment System, accessible at www.smwnbf.org (IPS Support Team can be reached via email: ips@smwnbf.org or by calling 800-231-4622).

4. Failure to pay and timely file reports shall constitute a delinquency in violation of the Employer's obligation under this Agreement, the FIP/Schedule, the Trust Document, and the Employee Retirement Income Act of 1974, as amended ("ERISA"). A delinquent Employer is liable for payment of additional charges for interest, liquidated damages, attorney's fees and collection costs in accordance with the Trust Document. Notwithstanding any other provision of this Agreement to the contrary, the Fund's Trustees may take whatever steps they deem necessary or appropriate to collect delinquent payments or enforce the terms of the FIP Schedule selected herein, the Plan Document, or Trust Document, including, but not limited to, legal action, recommendation for withdrawal of labor, requiring weekly or biweekly contributions, and termination of the Employer's status as a Contributing Employer to the Fund.

5. At any time the Fund deems it necessary or appropriate it may audit the Employer's financial, payroll, wage, job or project records to determine the accuracy of contributions due to the Fund and the Employer's ability to meet its contribution obligations. If the audit reveals inaccurate, insufficient or delinquent contributions, the Employer agrees to pay all auditors' fees, and any legal fees and costs incurred in collecting audit fees, in accordance with the Trust Document.

6. Should the Fund notify the Union that the Employer is delinquent in any payments due the Fund; the Union shall withdraw labor upon 24 hour notice to the Employer.

7. Notwithstanding the payment of Employer contributions, eligibility for NPF benefits is determined under the provisions of the NPF Plan Document.

SECTION 9: SHEET METAL WORKERS LOCAL 33 PROFIT SHARING ANNUITY PLAN ("Annuity Fund")

The Employer agrees to pay the applicable amount per hour (see wage sheet) each month into the Annuity Fund not later than the 20th day of the following month. The Fund is to be jointly administered by the Trustees of the Annuity Fund as provided for in the Trust Agreement covering the subject matter.

All Employer contributions into the Annuity Fund will be made on an hourly basis based on hours worked.

SECTION 10: FUNERAL ATTENDANCE: When death occurs in an employee's immediate family (legal spouse, mother, father, son, daughter) or someone for whom the employee is the legal guardian of, he/she will be excused for up to three (3) consecutive days he/she was scheduled to work, one (1) of which days will be paid. Payment will be eight (8) hours times the employee's regular hourly rate per day of pay and does not include fringe benefits. Only employees who have one year of service will be eligible under this provision. Proof of death must be furnished before payment is made.

ARTICLE IX TOOLS, AUTO, MEMBERSHIP

SECTION 1: Residential journeymen, residential trainees, and residential utility workers covered by this Agreement shall provide for themselves all necessary hand tools.

SECTION 2: Residential journeymen, residential trainees and residential utility workers covered by this Agreement shall not be permitted or required as a condition of employment, to furnish the use of automobile or other conveyance to transport workers, tools, equipment, or materials; 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 his or her personal tools.

SECTION 3: The Employer agrees to require membership in the Union, as a condition of employment of all employees performing any of the work specified in the Residential Agreement, within eight (8) days and such application must be accompanied by the required down payment on same and/or the required amount of dues payable in advance. The Employer shall notify the Union in writing within forty eight (48) hours after employment the name, address, social security number and rate of pay of each employee who is employed under the terms of this Residential Agreement.

SECTION 4: The individual Employer shall be free to hire residential employees from any source to perform residential work covered under this Agreement, but shall notify the Union of all opportunities of employment for performance of such work and shall give the Union equal opportunity with all other sources to provide suitable applicants for such employment. The Union shall follow the referral procedure of Local Union No. 33. in referring such applicants for employment under the terms of the Agreement. The Union shall maintain and refer applicants for employment from a separate out of work list for residential employees.

Regular building trades journeymen and apprentice sheet metal workers, when unemployed, shall be permitted to register on the residential out of work list, if they so desire, and if hired by the Employer, shall be permitted to work at the residential journeyman wage rate, hours and conditions after having received a written referral from the Union, provided the regular apprentice shall be recalled from such job to fill any job opening that may occur for a regular apprentice sheet metal worker while he/she is temporarily employed at residential work.

ARTICLE X STRIKES AND LOCKOUTS

SECTION 1: The Employer agrees not to cause, permit, or engage in any lockout of its employees during the term of this Agreement except for refusal of the Union to submit to, or comply with, a decision of the National Joint Adjustment Board. The Union agrees that during the course of this Agreement it will not sanction or engage in any strike or other interference

with production, except for refusal of the Employer to submit to, or comply with, a decision of the National Joint Adjustment Board.

SECTION 2: It shall not be a violation of Section 1 of this Article for any employee to refuse to work, or continue working, or to complain to federal or state agencies when any condition exists which he/she reasonably believes would endanger the health, safety or well-being of such employee. No employee shall be disciplined for exercising this right.

ARTICLE XI GRIEVANCES

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 of the first knowledge of the facts giving rise to the grievance.

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

¹ All correspondence to the National Joint Adjustment Board shall be sent to the follow address: National Joint Adjustment Board, P.O. Box 220956, Chantilly, VA 22022-0956, or 4201 Lafayette Center Dr., Chantilly, VA 22021-1209.

receipt of such appeal, unless such time is extended by mutual addendum 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 I of this Article, providing such appeal is approved by the Co-Chairman of the National Joint Adjustment Board.

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

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

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

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

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

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

If the Co-Chairman 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 addendum. If such panel representatives or either of them

conclude that they cannot resolve the dispute, the parties thereto and the Co-Chairman of the National Joint Adjustment Board shall be promptly so notified without recommendation from the panel representatives. Should the Co-Chairman 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 Board may each designate a member to serve as a subcommittee and hear the dispute in the local area. Such committees 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 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 XII EMPLOYEE ASSISTANCE PROGRAM

SECTION 1: A substance abuse testing policy and an Employee Assistance Program is in place and any contractor signatory to this Agreement may voluntarily elect to participate in this program upon giving written notice to the Union and the Contractors Association. This will be at no cost to the employee.

**ARTICLE XIII
SIGNATURE PAGE**

SECTION 1: If, pursuant to federal, state or municipal law, any provision of this Agreement shall be found by a court of competent jurisdiction to be void or unenforceable, all of the other provisions of this Agreement shall remain in full force and effect.

SECTION 2: Each Employer expressly waives any statutory or contractual right it may have to terminate, abrogate, repudiate or cancel this Agreement during the stated term or the term of any extension, modification, or amendment of this Agreement, to file any Petition with the National Labor Relations Board seeking to accomplish such termination, abrogation, repudiation or cancellation.

SECTION 3: This Agreement and Attachments attached hereto, shall become effective on the 1st day of May, 2022 and remain in full force and effect until the April 30, 2025, 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 an effect until conferences relating thereto have been terminated by either party.

Name of Association or Contractor

By: _____
(Signature of Officer or Representative)

By: _____
(Signature of Officer or Representative)
SMART Local Union No. 33 Cleveland District

Date: _____

SECTION 4: By execution of this Agreement, the Employer authorizes the participating Employers 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 Participating Employers unless this authorization is withdrawn by written notice to the Participating Employers Group and the Union at least one hundred and fifty (150) days prior to the then current expiration date of this Agreement.

SECTION 5: It is agreed that during the course of this Residential Agreement, the parties may, by mutual consent, agree to amend or modify any Section in this Agreement upon forty five (45) days' notice.

ATTACHMENT TO AGREEMENT
FOR SERVICE TECHNICIANS AND RESIDENTIAL APPLICATION

1) School-to-Work

- a) Students would be considered only if they are full time students, registered as a school to work applicant. Example: Vocational school; high school work co-op; trade school (example: West Side Institute); Lorain County Community College - taking at least twelve (12) credit hours.
- b) Part time work would be up to approximately 1,300 hours per year.
- c) Since they are part time employees, no benefits would be paid, wages would be no less than \$9.30 per hour, or Federal minimum wage.
- d) After the completion of the student program, they would join the Union as a residential trainee, or apply for an apprenticeship.
- e) Training will be done by the Employer, but may be developed with the JATC or any other source at the Employer's cost.

2) Health Insurance

HOURLY INSURANCE

- 1) The employer agrees to contribute the established Building Trades Health and Welfare contribution rate for the employee for each hour worked.

3) Moonlighting

- 1) Moonlighting Union Members: No Union members holding cards in Local Union No. 33 shall be permitted to accept work on their own, solicit work for themselves to be done on regular or off time hours, or sell his/her labor to the public as a direct Contractor of the trade unless he holds an Agreement with Local Union No. 33 as a local contractor.

*If a contractual area does not supply adequate training, a contractor may submit a request to the Local JATC for reimbursement for the cost of training. This training must be from a reputable and credited training program, and must have been pre-approved by the Local JATC. The amount of the reimbursement will not exceed the amount that the contractor has contributed on the Company's behalf.