

State of Florida Light Commercial & Residential Agreement

This Agreement is adopted in a mutual effort to further the harmonious relationship between the parties, to enhance work traditionally performed by Sheet Metal Workers and Signatory Employers that have united with the Sheet Metal Workers' International Association, to take advantage of the opportunity to capture market share and to promote growth, which is in the best interest of the unionized sheet metal industry.

Therefore, this Agreement is entered into this 1st day of October 2010 by and between Florida SMACNA, Inc. and each business establishment individually, whether represented by a contractor association or not, hereinafter referred to as the Employer, and Local Unions No. 15, 32, 435, and 441 of Sheet Metal Workers International Association, hereinafter referred to as the Union for the State of Florida.

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 heating and air conditioning systems and the architectural sheet metal work on building types described in Article I below and, shall be applicable to every county in the State of Florida.

The Employer recognizes the Union as the sole and exclusive bargaining representative for all of its employees who during the life of this Agreement and are engaged in the scope of work described in Article I of this Agreement.

All requirements of Federal, State or Local prevailing wage requirements outlined in the bid specifications shall be complied with.

The terms of this agreement do not apply to projects covered by a project labor agreement.

Article I, Scope of Work

Light Commercial: any single building not to exceed fifty thousand (50,000) square feet or twenty-five (25) tons of cooling for any single system.

Residential: Residential is defined as applying to work on single family custom homes, single family tract homes, town homes, multiple family housing units, apartments, the sleeping units of condominium homes, dormitories, hotels and motels.

Work on any other portion of the common areas of the building exceeding fifty thousand (50,000) square feet or twenty-five (25) tons for any single system will be performed at the hourly wage rate of the local area commercial agreement where the jobsite is located.

If a signatory contractor has an opportunity to secure work that exceeds the limitations contained in the scope of this agreement that could lead to more employment opportunities for employees covered by this agreement, consideration may be requested from the union on a case by case basis.

All variances in scope and other terms and conditions must be submitted in writing prior to

bidding and approved before implementation by the local union in which the jobsite is located.

Article II, Work Week, Overtime and Travel Subsistence.

The employer has the right to establish flexible work schedules for the first forty (40) hours of the work week for the performance of the work to satisfy owner and/or customer requirements.

No overtime shall be paid until forty (40) hours in the workweek or ten (10) hours in the workday have been worked. The overtime rate shall be paid at time and one-half ($1\frac{1}{2}$) the regular straight-time rate.

Overtime shall be paid for work on the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Article III, Employee Referral

It is understood that for the purposes of this providing the necessary labor requested under the terms of this agreement, that any signatory employer recognize the existence of geographic jurisdictions in the State of Florida among the Local Unions signatory to this agreement. As such, the employer will endeavor to obtain its work force needs from the area local Union where the job site is located as may be practical. The Union shall maintain a work referral list, which shall list the applicants in each group in chronological order of registration of their availability for employment, and upon employer request, issue a written authorization and job referral prior to dispatch, validating the employee's name, social security number, classification, wage rate, and authorization for dues deductions, signed by an authorized Union representative. Nothing will prohibit the employer from the use of employees in any part of the State of Florida, as so desired.

When workers are recruited by the employer, the employer will notify the area Union within eight (8) days following the beginning of such employment or the effective date of this Agreement, whichever is the later, of the names, recommended classifications and social security numbers of such applicants; and send the applicants to the local union for processing. The local union will then refer those employees back to the recruiting employer. Referrals are subject to the following additional conditions:

(a) The employee has not quit his previous employer that is signatory to this addendum within the previous two weeks.

(b) The employer shall notify the business manager in writing of the name of the individual who is to be requested for employment as a Foreman. Upon such request, the business manager shall refer said Foreman provided the name appears on the referral list.

(c) The employer may call for employees by name in writing.

Article IV, Employee Portability

Any employer signatory to this addendum will be entitled to unlimited employee portability throughout the State of Florida. The employer shall notify the jobsite local union by fax or e-mail within 24 hours of starting a job, the job address, approximate duration and estimated manpower at peak. Jobsites of ten (10) working days duration or less do not require notification.

Article V, Subcontracting

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.

Article VI, Classification of workers and letters of assignment.

The Employer agrees that none but Light Commercial/Residential Journeyman, Light Commercial/Residential Foreman and the various sub-classifications' described in this agreement shall be employed on any work described in this agreement per Article I Scope of Work. Also, for the purpose of proving work jurisdiction, the employer 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 the two parties, shall be provided to the Employer.

The minimum wage scale for Light Commercial/Residential Journeyman, Light Commercial Foreman shall be specified in attachment 'A'.

The minimum hourly wage rates (taxable) for all other classifications are as follows:

Sheet Metal Helper (0 – 1,999 hrs plus 80 hrs of training) 50% of Journeyman rate

Sheet Metal Installer Step 1 (2,000 – 3,999 hrs plus 80 hrs of training) 60% of Journeyman rate

Sheet Metal Installer Step 2 (4,000 – 5,999 hrs plus 80 hrs of training) 70% of Journeyman rate

Sheet Metal Installer Step 3 (6,000 – 7,999 hrs plus 80 hrs of training) 80% of Journeyman rate

Light Commercial/Residential Journeyman (8000 - plus hrs) 100% of Journeyman rate

Journeyman Foreman will receive a minimum pay of \$.75 per hour over the Journeyman rate. Foreman will be assigned by the employer when there is a crew of 5 or more employees on a job.

Once selected and positioned at the appropriate level for new hirers in the Sheet Metal Industry, Sheet Metal Helpers and Sheet Metal Installers will be required to work a minimum 1000 hours under probation to determine if they have been awarded the proper classification level in the program or if they are able to perform to local industry standards and expectations.

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.

Article VII, Ratios

On all jobs covered by this agreement the crew mix can be supplemented by the employer with Light Commercial/Residential Journeyman. A minimum ratio of one Light Commercial/Residential Journeyman to every five non-journeyman classifications will be employed in all jobs with five or more workers employed under the terms of this addendum.

Each Employer covered by this Agreement shall employ at least one (1) Light Commercial /Residential Journeyman Sheet Metal Worker who is not a member of the firm on all work specified in Article I of this Agreement. However, it will be permissible for an owner-member to be the Light Commercial/Residential Journeyman Sheet Metal Worker.

Article VIII, Tools Required by Member & Contractor

All classifications of workers in this Agreement are required to provide their own hand tools, all power tools, battery operated tools, ladders, extension cords, safety equipment are to be provided by the contractor.

Article IX, Supervision

Work performed by employees covered by this Agreement will be limited only by what the employer or the employer's field representative deems as appropriate and within the individual's qualifications to perform safely and properly. In this regard, Sheet Metal Helpers and Installers may work alone if deemed qualified by the employer. Nothing contained in this agreement shall prevent an owner from performing work for short periods of time when it would be impractical to add additional employees.

Article X, Employer Contributions

Effective as of the date of this Agreement the Employers will contribute to the following Trust Funds 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 for purposes of collection and transmittal through Southern Benefit Administrators, Inc. P.O. Box 1449, Goodlettsville, TN 37070-1449. The parties agree to be bound by the separate Agreements and Declarations of Trusts for which contributions are to be made in accordance with this Agreement.

National Pension Fund: Light Commercial/Residential Journeyman, shall have a contribution rate of one dollar & seventy two cents (\$1.72) per hour plus any increases required by the Board of Trustees of the National Pension Fund for Light Commercial/Residential Journeyman. For all other classification as described in this Agreement, the applicable rate of contribution shall be based upon percentages of Light Commercial! Residential Journeyman wage rate and shall be the rate of contribution for that classification.

Local Training Fund Contribution: A contribution of twenty-five (\$0.25) cents per hour shall be contributed for all hours worked for all classifications.

Health Care Plan Contributions: Journeyman, 80% Helper and 70% Helper classifications described in this Agreement shall have a contribution rate of four dollars (\$4.00) per hour family plan. All other classifications described in this Agreement shall have a contribution rate of two dollars (\$2.00) single payer plan, plus any increases required by the Board of Trustees of the SMW National Health Trust Fund.

NEMI / SMOHIT / ITI: A total of seventeen (*\$0.17*) cents per hour, designated as follows: NEMI – three (\$0.03) cents per hour, SMOHIT – two (\$0.02) cents per hour and ITI – twelve (\$0.12) cents per hour.

Article XI Local Training

Members working under this agreement will attend local training programs pertaining to the light commercial, residential, and service work performed under this agreement. Each classification will attend 80 hours of training at the local training center where they reside. The 80 hours of training will be mandatory for each 2000 hour classification in order to proceed to the following step in the wage increases. The employer can recommend that the journeyman take journeyman update classes pertaining to the light commercial, residential and service work.

Article XII, Check-off Deductions

Upon receipt of a signed individual authorization from any employee covered under this Agreement, the Company shall withhold from such employee's payment for Union dues and other obligations under the terms and conditions specified in the individual's authorization. These dues and other obligations shall then be remitted, along with employer contributions utilizing the same monthly remittance report.

Article XIII, 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. The local Employers' Association or the Local Union, on its own initiative, may submit grievances for determination by the Board as provided in this Section. The grievance procedure set forth in this Article applies only to labor-management disputes.

To be valid, grievances must be raised within thirty (30) calendar days following the occurrence giving

rise to the grievance, or, if the occurrence was not ascertainable, within thirty (30) calendar days of the first knowledge of the facts giving rise to the grievance.

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

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

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

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

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

Article XIV, Effective Date & Duration

This Agreement shall become effective on the 1st day of October, 2010 and remain in full force and effect until the 30th day of September, 2011 and 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.

The parties to this Agreement will continually monitor the effectiveness of this Agreement and will endeavor to modify, where necessary, contract terms that become non-competitive to either party during the term of this Agreement. Labor-Management meetings will be held upon request and by mutual consent.

Signatures

SMWIA Local Unions No. 15, 32, 435 and 441

Florida SMACNA Inc.

**Patrick O’Leary, Business Manager,
SMWIA, Local #15**

Contractor

**Larry Stewart, Business Manager,
SMWIA, Local #32**

**(Signature & Title of Officer
or Representative)**

**John C. Parker, Business Manager,
SMWIA, Local #435**

**Robert Payne, Business Manager
SMWIA, Local #441**

