

RESIDENTIAL ADDENDUM
TO THE
STANDARD FORM OF UNION AGREEMENT

Effective 07/01/2020 to 06/30/2023

In order to maintain jurisdiction and allow signatory contractors to be more competitive in the residential field, this Residential Addendum shall be implemented and three new classifications of sheet metal workers created. Residential journeymen, residential apprentices and residential pre-apprentices.

SECTION I

This Addendum covers, and is limited to, the rates of pay, rules and working conditions of all new employees of the Employer engaged in the fabrication, erection, installation, repairing, replacing and servicing of all residential/light commercial (as defined in Section II hereof) heating and air conditioning systems and the architectural sheet metal work on such residences.

SECTION II

DEFINITION

“Residential” shall be defined as:

- (A) Applying to work on any single-family dwelling or multiple family housing units where each individual family apartment is individually conditioned by a separate and independent unit or system. It shall also include work on individual fan coils in individual air handlers and their connected duct work

systems, in each individual family apartment or unit where these fan coils are hooked to a central boiler and/or central chiller.

- (B) Applying only to work of 10 ton cooling or 400,000 BTU or less on any single occupancy where each occupancy is conditioned by a separate and independent unit or system.
- (C) In addition to shop work as applying to the above definition of Section II (A), by mutual agreement of the parties, casual labor in the shop may be assigned to the residential journeyman.

SECTION III

Heating & Cooling

The Employer agrees that none but residential journeymen, building trades journeymen, building trades sheet metal apprentices, residential apprentices, residential pre-apprentices and sheet metal pre-apprentices shall be employed on any work described in Section I of this Addendum.

SECTION IV

New Construction

- (A) The work shall consist of a forty (40) hour work week divided into five (5) work days of 8 hours each running consecutively from Monday to Friday. The work day shall consist of eight (8) hours between 6:00 a.m. and 6:00 p.m., exclusive of the lunch period. However, the regular work week may be adjusted for inclement weather conditions. A make-up day may be scheduled on Saturday. Residential journeymen will be paid at the basic straight time

hourly wage rate for make-up days. After forty (40) hours of work, the employee shall be paid at the rate of time and one-half the basic straight time hourly wage rate for all hours in excess of forty (40) hours.

- (B) All other work performed on Sundays and Holidays shall be compensated at two times the basic hourly residential wage rate.

SECTION V

Service, Maintenance, Replacement Work

- (A) The work week shall consist of a scheduled forty (40) hour week including make-up days; all work performed beyond the forty (40) hours shall be compensated at one and one-half times the basic hourly residential wage rate.
- (B) In the event a second or third shift is necessary, the work hours and premium pay shall be mutually agreed upon and incorporated as part of this Addendum. Shift work shall not be considered s such unless established for a period of five (5) days or more.

SECTION VI

Transportation

The Employer shall provide all necessary transportation for transporting employees, tools and materials from shop to job, job to job, and job to shop during working hours. The employee shall provide transportation for himself and his personal tools from home to shop or job, and from shop to job to home.

SECTION VII

Wages

A residential pre-apprentice shall work only on projects covered by this Addendum. The hourly wage shall be 30% of building trades journeyman basic wage rate plus Health & Welfare, ITI, Asbestos, NEMI, Local Education and EAP. Residential pre-apprentices shall be bound to this Addendum for a period not to exceed eighteen (18) months.

- (A) The starting basic hourly wage rate for 1st year, 1st half residential apprentice sheet metal worker covered by this Addendum shall be 35 % of building trades journeyman basic wage rate plus Health & Welfare, National Pension, Local Education, International Training Institute, Industry Fund, Employees Assistance Program (EAP), Labor Trust Fund and SASMI.

After a total of six (6) months of employment, the 1st year, 2nd half residential apprentice sheet metal worker basic hourly rate will increase to 40% of building trades journeyman basic wage rate plus Health & Welfare, National Pension, Local Education, International Training Institute, Industry Fund, Employees Assistance Program (EAP), Labor Trust Fund and SASMI.

After a total of twelve (12) months of employment, the 2nd year 1st half residential apprentice sheet metal worker basic hourly rate will increase to 45% of building trade's journeyman basic wage rate plus fringe benefits as listed below.

After a total of eighteen (18) months of employment, the 2nd year, 2nd half residential apprentice sheet metal worker basic hourly rate will increase to 50% of building trades journeyman basic wage rate plus fringe benefits as listed below.

After a total of twenty-four (24) months of employment, the residential journeyman sheet metal worker basic hourly rate will increase to 55% of building trades journeyman basic wage rate plus fringe benefits as listed below.

WAGE & FRINGE BENEFIT PACKAGE FOR THE RESIDENTIAL PRE-APPRENTICE:

Base Pay - \$13.15 per hour plus	
Health & Welfare -	\$10.00
Local Education -	.66
National Training Fund	.17
E A P -	.10
 Total Package	 \$24.08

WAGE & FRINGE BENEFIT PACKAGE FOR THE 1ST YEAR, 1ST HALF RESIDENTIAL APPRENTICE:

Base Pay - \$15.34 per hour plus	
Health & Welfare -	\$10.00
National Pension -	3.64
Local Education Fund -	.66
Industry Fund -	.38
National Training Fund -	.18
E A P -	.10
Labor Trust -	.06
SASMI -	.87
 Total Package	 \$31.23

WAGE & FRINGE BENEFIT PACAKAGE FOR THE 1ST YEAR, 2ND HALF RESIDENTIAL APPRENTICE:

Base Pay -\$17.53 per hour plus	
Health & Welfare -	\$10.00
National Pension -	3.64
Local Education Fund -	.66
Industry Fund -	.38
National Training Fund -	.18
E A P -	.10

Labor Trust -	.06
SASMI -	.94
Total Package	\$33.49

WAGE & FRINGE BENEFIT PACKAGE FOR THE 2ND YEAR, 1ST HALF RESIDENTIAL APPRENTICE:

Base Pay - \$19.72 per hour plus	
Health & Welfare -	\$10.00
National Pension -	3.64
Local Education Fund -	.66
Industry Fund -	.38
National Training Fund -	.18
E A P -	.10
Labor Trust -	.06
SASMI -	1.00
Total Package	\$35.74

WAGE & FRINGE BENEFIT PACKAGE FOR THE 2ND YEAR, 2ND HALF RESIDENTIAL APPRENTICE:

Base Pay -\$21.92 per hour plus	
Health & Welfare -	\$10.00
National Pension -	3.64
Local Education Fund -	.66
Industry Fund -	.38
National Training Fund -	.18
E A P -	.10
Labor Trust -	.06
SASMI -	1.07
Total Package	\$38.01

WAGE & FRINGE BENEFIT PACKAGE FOR THE RESIDENTIAL JOURNEYMAN SHEET METAL WORKER:

Base Pay - \$24.11 per hour plus	
401(a) Plan -	\$0.69
Health & Welfare -	\$10.00
National Pension -	3.64
Local Education Fund -	.66
Industry Fund -	.38
National Training Fund -	.18
E A P -	.10
Labor Trust -	.06
SASMI -	1.15
Total Package	\$40.97

The parties agree that effective July 1, 2012 Base Wage increases shall be determined per Section VII of this Addendum in accordance with Addendum VIII, Ref: Article VIII, Section 1 of Local 20 Gary Area Collective Bargaining Agreement currently in force.

Each annual increase in compensation shall be first allocated as increases in the contributions on behalf of covered bargaining unit employees to the associated benefit funds identified in this collective bargaining agreement in the amounts designated in writing as necessary increases by the respective benefit fund trustees. Any remaining portion of this wage increase shall then be allocated to the hourly wage rate of the covered bargaining unit employees.

The Employer agrees to pay the amount for each hour worked, as determined by the safety committee, for each employee to the Gary Area Apprentice School Pay Fund. These Funds are above and beyond the Local Education Fund and shall not be included in the wage schedule.

- (B) The employer agrees that no present employee shall suffer a reduction in wages or benefits due to the signing of this Addendum.
- (C) Temporary Transfers. Temporary transfers may be made on a voluntary basis, from Journeyman Sheet Metal Workers to Journeyman Residential Installer with Building Trades. Journeyman total fringe benefit package, with the express approval of the Business Manager or Business Representative of Local 20.
- (D) All duly qualified residential journeymen, apprentices and

pre-apprentices shall be eligible for training courses offered at the journeyman and apprentice training facility.

(E) It is hereby agreed that the Employer shall be entitled to three (3) Residential Apprentice workers for each one (1) Residential journeyman, or Building Trades journeyman regularly employed on work described in Section II of this Addendum.

(F) All applicants for residential apprentices shall be at least 18 years of age and shall serve a progression period of four thousand (4,000) hours. After such period, residential apprentices shall be advanced to residential journeymen.

In order to maintain a working pool of residential journeymen, it is agreed and understood that residential journeymen who have advanced through the residential apprentice program shall remain in that classification for a full three years. They can elect to return to the apprentice program after that period of time, subject to the requirements of the apprenticeship committee, for the remaining three (3) years of training leading to a regular journeyman status. Residential apprentices shall not be put in charge of work on any job and shall be under the supervision of a residential journeyman sheet metal worker until their four thousand (4,000) hour progression period has been completed and advance to residential journeyman, except that residential apprentices may work alone on a residential project with proper supervision after they have been employed for six (6) months.

(G) A graduated wage scale for residential apprentices shall be established and maintained on the following percentage basis of the established wage rate of Building Trades journeyman sheet metal workers:

- 1st year, 1st half - 35%
- 1st year, 2nd half - 40%
- 2nd year, 1st half - 45%
- 2nd Year, 2nd half - 50%

Nothing in this Addendum shall prohibit the employer from paying more than the minimum established wages.

- (H) Residential apprentices shall serve a three (3) month probationary period. During the three (3) months, the residential probationary apprentice may be terminated for any reason. The starting basic hourly wage for the starting probationary apprentice covered by this Addendum shall be 35% of the Building Trades journeyman basic wage plus Health & Welfare, Local Education and Employees Assistance Program (EAP).
- (I) The first three (3) months hours while a probationary residential apprentice, will be included in the hours required for advancement.
- (J) The residential training period will be two years. There shall be an established sub-committee under the Joint Apprenticeship Committee to guide and monitor the residential apprentices to recapture lost work and make the residential contractor more competitive. This committee shall consist of two residential contractors and two labor representatives: The

Joint Apprenticeship Committee shall make the final decision on all recommendations of this subcommittee.

- (K) The Employer agrees that no employee shall suffer a reduction in wages or Benefits due to the signing of this Addendum.

SECTION VIII

Safety

Each employee has the duty to comply with safety and health standards and all rules, regulations and orders issued pursuant to the provision of the Occupational Safety & Health Act (OSHA) in the performance of their work. All employees are required to attend a program in hazardous materials communications and the OSHA thirty (30) hour course. All employees (especially foremen, general foremen and superintendents) shall attend educational programs in the proper use of scaffolding, rigging, ladders and hand tools and in lockout procedures. All employees shall take both the first aid training course and CPR training taught by the American Red Cross or its equivalent. Those programs will be administered by the JATC under the directive of the Gary Area Safety Subcommittee.

SECTION IX

Union Security and Check-Off

SECTION 1. The Employer agrees to require membership in the Union, as a condition of continued employment of all employees performing any of the work specified in Article I of this Agreement, within eight (8) days following the beginning of

such employment or the effective date of this Agreement, whichever is the later, provided the Employer has reasonable grounds for believing that membership is available to such employees on the same terms and conditions generally applicable to other members and that membership is not denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership.

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

with any demands for recognition provided for here. Article X of this Agreement shall be the sole and exclusive means of resolving any dispute concerning this provision.

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

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

SECTION 5 The Employer agrees to deduct the appropriate amount for dues, assessment or service fees (excluding fines and initiation fees) from each week's pay of those employees who have authorized such deductions in writing, irrespective of whether they are Union members. Not later than the 20th day of each month, the Employer shall remit to the designated financial officers of the International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART) and the Local Union the amount of

deductions made for the prior month, together with a list of employees and their social security numbers for whom such deductions have been made.

SECTION 6. Upon receipt of written notice from the Union that an employee has not acquired or maintained membership in good standing therein as provided for in this section, the Company shall immediately discharge such employee, and such employee shall not be re-employed during the life of this Agreement unless, or until he or she complies with the provisions of this section.

SECTION 7. The Employer agrees to hire new employees through the Union. In the event employees are required, the Employer shall so notify the Union. Should the Union be unable within forty-eight (48) hours to furnish the Employer with employees who are qualified for the work to be done, the Employer may secure such employees as are available and are acceptable to the Union.

SECTION X

Standard Form of Union Agreement

- (A) The Employer agrees to be bound by the wages, hours and working Conditions contained in the local basic or local Standard Form of Union Agreement on other work performed on commercial or industrial establishments or on any work not specified in Section I or II of this Addendum.
- (B) Any Employer found using residential journeymen/apprentices or Building Trades journeymen being paid the residential rate on

non-residential work will be required to pay the difference between the residential wage and benefit package for that classification of worker, and in addition, if the Local Joint Adjustment Board finds that the Employer's conduct was intentional, an additional five (\$5.00) per hour worked will be assessed the Employer by the Local Joint Adjustment Board. This additional five dollars (\$5.00) per hour assessment will go to a mutually agreed to fund, determined by the Local Joint Adjustment Board.

SECTION XI

This Addendum signed this _____ day of _____, 20____
shall remain in full force and effect for the duration of the local basic agreement.

SIGNED:

EMPLOYER: _____

By: _____

Title: _____

Northern Indiana Sheet Metal
Contractors Association

SMART Local No. 20
Gary Area

By: _____

By: _____

Title: _____

Title _____