

## **ADDENDUM #5 (SE WA / NE OR ONLY)**

### **RESIDENTIAL/LIGHT COMMERCIAL ADDENDUM TO THE STANDARD FORM OF UNION AGREEMENT**

This Addendum amends the SFUA only to the extent specifically stated and all other Articles, Sections, and Addendums shall remain in full force and effect without modifications or exceptions.

No Journeyman Sheet Metal Worker or Apprentice, presently on the Employer's payroll, at the time of the signing of this Addendum shall suffer any reduction of pay or loss of any fringe benefit or any other monetary compensation or benefits as a result of the signing of this Addendum, unless mutually agreed to by the Employer and Union and nothing shall preclude the payment of a higher rate at the discretion of the Employer.

#### **ARTICLE I COVERAGE**

This Addendum covers the rates of pay, rules and working conditions of all employees of the Employer engaged in the erection, installation, service, new construction, remodel and retrofit of all residential and light commercial heating and air conditioning systems.

#### **ARTICLE II RESIDENTIAL DEFINITION**

Residential shall be defined as applying to work on any single family dwelling or multiple family housing units where each individual family unit is individually conditioned by a separate and independent unit or system.

#### **ARTICLE III LIGHT COMMERCIAL DEFINITION**

**SECTION 1:** Light commercial shall be defined as applying to contracts of \$150,000 Building Trades labor cost only; meaning Building Trades wage and benefit total, FICA, MEDICAL, FUTA, SUTA, and Labor and Industries also included.

**SECTION 2:** The contractors shall submit a list of all light commercial projects to the Union before commencing work.

#### **ARTICLE IV WORK ASSIGNMENT**

**SECTION 1:** The Employer agrees that none but regular-rate Journeymen, Residential/Light Commercial Journeymen and Residential Trainees shall be employed on any work described in Article 1 of this Addendum.

**SECTION 2:** The Employer will be allowed an eight (8) day period at the end of which the new employee (new to the industry) will be required to make application for membership with SMART Workers' International Association Local Union #55. The Employer will then be allowed to a thirty (30) day probation period. If the new employee works twenty-nine (29) days or less and is discharged, the Employer will not be required to pay the fringe benefit portion of the wage package. If the employee works thirty (30) days or more, the Employer will be required to pay the fringe benefit portion of the wage package retroactive back to the first day the employee was hired.

**SECTION 3:** It is the intent of both parties that the term Foreman shall mean any Residential/Light Commercial Journeymen employee of an Employer signatory to this Agreement who is designated by such Employer to supervise the activities of four or more sheet metal workers (union employees) and coordinates the activities between the general contractor, sub-contractors, and his employees. This does not apply to cumulative crews that do not interface on separate residential units within a project.

**SECTION 4:** The Foreman shall receive ten (10) percent per hour over the Level Four (4) Journeyman rate of pay.

## ARTICLE V RATES OF PAY

**SECTION 1:** Contributions by the Employer will be required into the Organizational Trust Fund on all hours worked by all employees engaged in Residential and Light Commercial construction work.

**SECTION 2: Residential/Light Commercial Journeyman: (those registered after 6/1/06)**

**Level I            55% of BT Rate (per hour)            See Current Wage Schedules**

**Level II            60% of BT Rate (per hour)            See Current Wage Schedules**

Residential/Light Commercial Journeyman Level II, must complete 2000 hours of service and successful completion of 24 hours of continued journeyman education to advance to Residential Journeyman Level III. (80% attendance required for successful course completion).

**Level III            65% of BT Rate (per hour)            See Current Wage Schedules**

Residential/Light Commercial Journeyman Level III, must complete 2000 hours of service and successful completion of 24 hours of continued journeyman education to advance to Residential/Light Commercial Journeyman Level IV. (80% attendance required for successful course completion).

**Level IV            70% of BT Rate (per hour)            See Current Wage Schedules**

## ARTICLE VI

## **TRAINEES**

**SECTION 1:** All Trainees shall be under the direction of a Residential/Light Commercial Journeyman. The ratio of Trainees to Residential/Light Commercial Journeymen not to exceed one to one.

**SECTION 2:** The length of the program will be three (3) years. Trainees will be required to complete the three (3) year program. The program will be made up of the following wage and fringe increments.

**SECTION 3:** The Employer shall be responsible for all recruitment, training and related expenses for the trainee including all licensing fees and renewals.

**SECTION 4:** All percentages based on the Residential/Light Commercial Level 1 Journeyman wage rate.

### **Effective June 1, 2009 (those registered after 6/1/06)**

**Level 1 Trainee**      **60% of Level 1 Journeyman**      **See Current Wage Schedules**  
Trainee must have Gas Piping and 06A Trainee License to advance to Level II.

**Level II Trainee**      **70% of Level 1 Journeyman**      **See Current Wage Schedules**

Trainee must have Refrigeration License to advance to Level III.

**Level III Trainee**      **80% of Level 1 Journeyman**      **See Current Wage Schedules**

## **ARTICLE VII** **HOURS OF WORK**

**SECTION 1:** The regular workday shall consist of eight (8) consecutive hours of work between the hours of 6:00AM and 7:00 PM with one-half (1/2) hour for lunch.

**SECTION 2:** The regular work week shall consist of five (5) consecutive days beginning Monday thru Saturday, for a forty (40) hour week with two (2) consecutive days off.

**SECTION 3:** All hours worked before 6:00 AM and after 7:00 PM and all hours worked over eight (8) hours in one day shall be paid at one and one-half (1½) times of established regular hourly rate.

**SECTION 4:** All hours worked on Sunday and Holiday shall be paid at two (2) times the established regular hourly rate.

**SECTION 5:** All Residential/Light Commercial employees will have seven (7) official holidays requiring overtime pay. Those days are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after Thanksgiving Day, Christmas Day. Sunday shall be recognized as a holiday. If a holiday falls on a Saturday, the Friday before shall be observed as the holiday. If a holiday falls on a Sunday, the following Monday shall be observed as the holiday. All worked performed on holidays shall be paid at two (2) times the regular rate of pay received by the employee.

**ARTICLE VIII**  
**TRAVEL PAY – DRIVING COMPANY VEHICLE**

**SECTION 1:** Refer to Addendum #1 of the SFUA.

**ARTICLE IX**  
**SUBSISTENCE**

**SECTION 1:** Refer to Addendum #1 of the SFUA.

**ARTICLE X**  
**QUALIFICATIONS**

**SECTION 1:** The Employer agrees to be bound by all wages, hours and conditions of employment contained in the SFUA on all work items not specifically changed or amended by the terms of this Addendum.

**SECTION 2:** The Employer agrees that no employee shall suffer a reduction in wages or benefits due to signing of this Addendum. It is agreed that those Residential Journeymen who are registered with the Union prior to June 1, 2006 shall be "Red Circled" and therefore subject to the terms and conditions as stipulated in the June 1, 2006 to May 31, 2009 Collective Bargaining Agreement (See Article XI of this Addendum). Residential Apprentices who are duly indentured at the time of the signing of this Addendum shall be slotted as Residential/Light Commercial Journeymen Level 1. Residential classified and trainee workers shall be slotted into the appropriate classification as mutually agreed between Labor and Management in a Letter of Understanding (LOU).

**SECTION 3:** Residential and Light Commercial work that is readily available to the signatory shop may be performed by Building Trades (regular-rate) Journeymen who are agreeable and sign consent on the back of their dispatch. The residential rate of pay for those Journeymen will be 75% of Building Trades regular rate of pay and 100% of their regular rate Building Trades fringe benefits.

**SECTION 4:** Residential/Light Commercial Journeymen and Residential Trainee sheet metal workers covered by this Agreement shall not be required or permitted to lease, rent or in any way loan his automobile, truck, welding machines or any other material or equipment to his Employer or any other Employer signatory to this Agreement.

**SECTION 5:** Residential/Light Commercial Journeyman and Residential Trainee sheet metal workers will not be required as a condition of employment to furnish tools (power tools, cordless drill motors, ladders, cords, etc.) other than their basic hand tools.

**SECTION 6:** The Labor-Management Committee reserves the right in its sole discretion to cancel this Addendum with any Employer who has been found by the Local Joint Adjustment Board to have violated conditions as contained herein.

**ARTICLE XI**  
**RED CIRCLED RESIDENTIAL EMPLOYEES (PRIOR TO 6-1-06)**

**SECTION 1:** This Addendum covers the rates of pay, rules and working conditions of all employees of the Employer engaged in fabrication, erection, repairing, replacing and servicing of all residential heating and air conditioning systems, solar systems, 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 unit, up to and including four (4) story walk-up garden-type apartment units, where each individual family apartment is individually conditioned by a separate and independent unit or system.

**SECTION 3:** The Employer agrees that none but regular-rate Journeymen, Residential Journeymen, Residential Apprentices, Regular Indentured Apprentices and Residential Classified Workers shall be employed on any work described in Section 1 of this Addendum.

**SECTION 4: New Construction, Remodel and Conversion Work**

Subject to Section 8 of this Article, all work performed outside the regular working hours during the regular work week and on Saturdays, shall be compensated at one and one-half (1 ½) times the basic hourly rate. All work performed on Sundays and Holidays shall be compensated at two (2) times the basic hourly residential wage rate.

**SECTION 5: Wage and Fringe Benefits**

(a) The wages and fringe benefits for Residential (A) Journeyman, Residential Apprentices, and Residential Classified Workers covered by this Addendum will be as indicated on the "Wage Schedule" of this Addendum.

(b) Regular rate Journeymen and indentured Apprentices performing work covered by Section 1 of this Article shall be paid the wage rate specified in the local basic or local SFUA.

(c) The Employer agrees that no employee shall suffer a reduction in wages or fringe benefits due to signing of this Addendum.

(d) The Employer agrees that building trade's members may be voluntarily employed on work covered by this Addendum under its terms and conditions.

**SECTION 6: Residential Apprentices**

(a) New employees with little or no experience will start at fifty (50) percent of the Residential (A) Journeyman rate and will be called Residential apprentice. Employees of the Employer at the time of signing of this Addendum shall be placed in the applicable category by mutual agreement of the Union and the Employer.

(b) The training period will be three (3) years, will consist of six (6) six-month periods and be compensated at the following percentages of the Residential (A) Journeyman scale:

1 <sup>st</sup> period	50% of Residential Journeyman scale
2 <sup>nd</sup> period	60% of Residential Journeyman scale
3 <sup>rd</sup> period	65% of Residential Journeyman scale
4 <sup>th</sup> period	70% of Residential Journeyman scale
5 <sup>th</sup> period	80% of Residential Journeyman scale
6 <sup>th</sup> period	85% of Residential Journeyman scale

At the end of the sixth (6) period, the Journeyman apprentice will be advanced to Residential Journeyman. Residential (A) Journeyman rate will be as indicated on the wage schedule.

(c) The ratio of Residential apprentice shall not exceed one (1) Residential Apprentice to one (1) Residential Journeyman.

(d) The Employers who employ regular-rate Journeyman at the time of signing this Addendum may employ one (1) Residential apprentice to work with the regular-rate Journeyman on residential work only. When the Residential apprentice advances to Residential Journeyman, the Employer will comply with paragraph (c) of this Section.

(e) The Employer may send Residential apprentice out alone after the first six (6) month's work.

#### **SECTION 7: Residential Classified Worker**

(a) Residential Classified Workers may be employed in the following ratio:

1. One (1) Residential Classified Worker for any Employer who employs a Residential Journeyman or apprentice.
2. Thereafter, the ratio will be one (1) Residential Classified Worker for each additional Residential Journeyman or apprentice employed.

This ratio may be increased by mutual consent of the party's signatory to this Agreement.

(b) Residential Classified Workers may perform any work covered by Section 2 of which they are capable and will work under the general direction of a Residential Journeyman. The wage rate for Classified Workers will be not less than forty percent (40%) of the Residential Journeyman wage rate. They shall be covered by the local Health and Welfare Plan and National Pension Fund Only. Pension contributions shall be the same percentage as their wage rate.

(c) In the event the Employer is entitled to employ a Classified Worker and the Union fails to comply with the Employer's request to furnish a Classified Worker within forty-eight (48) hours, the Employer may directly hire such employees. All employees hired under this category must register with the Union within five (5) days of their employ.

**SECTION 8:** On Residential work the Employer agrees to be bound by all portions of the Local Basic or Local SFUA that have not been changed by this Addendum. The Residential/Light Commercial Addendum is limited to contracts of \$150,000 labor cost only; meaning wage and benefit total, FICA, MEDICAL, FUTA, SUTA and L & I.