

Corrected

RESIDENTIAL ADDENDUM
TO THE
STANDARD FORM OF UNION AGREEMENT

Addendum entered into this 1st day of July, 2018 by and between Sheet Metal Contractors Association of Evansville, Inc., hereinafter referred to as the Employer and Local Union No. 20 of The International Association of Sheet Metal, Air, Rail and Transportation Workers, hereinafter referred to as the Union.

SECTION 1. This addendum covers the rate of pay and conditions of employment of all employees of the employer engaged in the fabrication, erection, installation, repairing, replacing and servicing of all residential heating and air conditioning 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 where each individual family apartment is individually conditioned by a separate and independent unit or system, except as defined under the solar in Section 2.a.

SECTION 2.a. Central Solar Systems can be installed on apartment buildings up to and including four (4) floors under this Addendum.

SECTION 2.b. LIGHT COMMERCIAL SHALL BE DEFINED AS:

- i. Any single story new construction, remodel and/or renovation of any fast food restaurant, strip center, convenience store and unoccupied tenants space, up to 5,000 square feet.
- ii. Unit only motels and apartments – those without restaurants, lounges, convention centers or other commercial facilities attached.
- iii. Single story nursing and assisted living complexes, defined as; the total complex – remodel or new construction – no larger than 12,000 square feet, without medical facilities.
- iv. A doctor or dentist office that has a single practice within (clinics and medical complexes do not apply to this agreement).
- v. Apartment buildings up to three (3) stories.

SECTION 2.c. If any contractor performs work outside the scope of this addendum (sending residential employees on master agreement jobsites), the contractor will be subject to a fine or penalty equal to four hundred dollars (\$400.00) per man, per eight (8) hour day that is found to be in violation. The penalty shall be paid to the LMCC fund.

SECTION 3. The employer agrees that none but residential tradesmen sheet metal workers and tradesmen helpers shall be employed on any work described in this Addendum, except as noted

herein provided, however, that building trades members may be, voluntarily, employed on such work at the Addendum rate.

SECTION 3.a. The employer agrees that building trades members so employed under this Addendum shall not forfeit or suffer any reduction in any fringe benefits as outlined in the local basic Standard Form of Union Agreement except in regard to regular employees.

SECTION 4. NEW CONSTRUCTION, SERVICE MAINTENANCE AND REPLACEMENT WORK

- A. The work week shall consist of a forty (40) hour week divided into five (5) work days of eight (8) hours each running consecutively from Monday to Friday. The work day shall consist of eight (8) hours exclusive of the lunch period, starting at 7:00 A.M. and ending at 5:00 P.M. However, the regular hours may be adjusted for inclement weather conditions by mutual consent of the parties of this Addendum.

Establishing a four (4) ten (10) hour day work schedule Monday through Thursday and Tuesday through Friday will be allowed when the employer and Union mutually agree. Any time worked in excess of ten (10) hours a day and forty (40) hours a week shall be paid at overtime rate.

- B. All work performed outside the regular working hours and performed during the regular work week shall be at one and one half (1½) times the regular rate Monday thru Friday for the first four (4) hours overtime and any twelve (12) hours on Saturday, then two (2) times the regular rate of any other overtime.
- C. All other work performed on Sundays and holidays shall be compensated for at two (2) times the basic hourly residential wage rates.
- D. Any employee responsible for a job or jobs shall receive residential journeyman's scale and shall comply with the city licensing code.
- E. Residential journeyman and apprentices employed on projects within the jurisdiction of this agreement are required to obtain all necessary credentials, i.e. valid driver's license, appropriate city-county license, drug card, EPA license.

SECTION 5. On the service or replacement of existing units of fifty (50) tons or less including the changing of the first sheet metal fitting (if required) shall be done at rates per the wage sheet.

- A. Change outs of fifty (50) tons or less: All fittings needed to connect to existing duct and all minor duct repairs.

SECTION 6. The employer shall provide all necessary power tools, torches and testing equipment and transportation for transporting employees, tools and material from shop to job, job to job and job

to shop during working hours.

SECTION 7. The regular basic hourly wage rate for tradesmen & servicemen sheet metal workers covered by this Addendum shall be as per attachment. After eight (8) days new employees will make application and pay dues to Local 20.

The employer agrees that no employee shall suffer a reduction in wages or benefits due to the signing of this Addendum.

SECTION 8. 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 any work performed on commercial or industrial establishments, or on any work not specified in Section 1, 2, or 5 of the Addendum.

SECTION 9. This Addendum shall become effective the 1st day of July, 2018 and shall remain in full force and effect for the duration of the local Standard Form of Union Agreement or local basic agreement. This Addendum may be amended at any time by mutual agreement of the parties' signatory hereto.

SECTION 10. The provision of ARTICLE VIII, Section 2 of the Standard Form of Union Agreement shall be applicable to this Addendum.

SECTION 11. Residential shops bidding on commercial work will notify Local 20 in writing prior to start of work.

SECTION 12. When employees are required to be on call they shall be compensated at ninety (\$90.00) per week for primary and seventy (\$70.00) per week for secondary or the same as U.A., if higher, for the term of the contract.

SECTION 13. LABOR/MANAGEMENT TRUST FUND - The Employers agree to pay the union allocated amount specified in this Agreement – five cents (\$0.05) – for each hour worked by each employee covered by this Agreement to the Labor/Management Trust Fund. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted for the purposes of collection and transmitted through the Local 20 Health & Welfare Fund, 2828 East 45th Street, P.O. Box 55287, Indianapolis, IN 46205. Administration of the labor/management fund will be the responsibility of the J.A.T.C. trustees.

SECTION 14. MARKET RECOVERY FUND – Upon the execution of this agreement, \$0.10 per hour worked by each employee covered by this Agreement will be allocated to the Market Recovery Fund (deducted after taxes). Payment shall be made on or before the 20th day of the succeeding month and shall be remitted for the purposes of collection and transmitted through the Local 20 Health & Welfare Fund, 2828 East 45th Street, P.O. Box 55287, Indianapolis, IN 46205. Administration of the Market Recovery Fund will be the responsibility of the Local Union.

SECTION 15. Defined Contribution Pension Plan – 401(a) - It is agreed that all employees in the Residential Addendum shall participate in the Sheet Metal Workers Local Union No. 20 Defined Contribution Pension Fund, the Trust Agreement of which, as amended and restated from time to time, is incorporated herein by reference and made a part of this Addendum. The Employer agrees to pay the amounts specified below of this Addendum for “401(a) Plan” for each hour worked by its employees covered by this Agreement, including all non-bargaining unit work and bargaining unit work, into the Sheet Metal Workers Local Union No. 20 Defined Contribution Pension Fund, at the depository designated by the Trustees of the Fund. It is understood and agreed that contributions to the Defined Contribution Pension Plan – 401(a) are due and payable on or before the 20th day of each month for work performed by employees in the preceding month.

The following classification of a Residential Installer/Service Man (B, C, D and E) indicates how taxable wages are affected by a Residential Worker’s election to have a higher 401(a) contribution level.

INSTALLER/SERVICEMAN B	Effective 7/1/2018
Taxable Wage	\$23.67
Overtime Wage (x 1.5)	\$36.01
Overtime Wage (x 2)	\$48.34
401(a) Plan	\$ 1.30

INSTALLER/SERVICEMAN C	Effective 7/1/2018
Taxable Wage	\$22.67
Overtime Wage (x 1.5)	\$34.51
Overtime Wage (x 2)	\$46.34
401(a) Plan	\$ 2.30

INSTALLER/SERVICEMAN D	Effective 7/1/2018
Taxable Wage	\$21.67
Overtime Wage (x 1.5)	\$33.01
Overtime Wage (x 2)	\$44.34
401(a) Plan	\$ 3.30

INSTALLER/SERVICEMAN E	Effective 7/1/2018
Taxable Wage	\$20.67
Overtime Wage (x 1.5)	\$31.51
Overtime Wage (x 2)	\$42.34
401(a) Plan	\$ 4.30

Please note: \$0.30 per hour will be contributed to the 401(a) Plan for Residential Workers. Effective July 1, 2018, Residential Worker taxable wages may be affected by their election to have a higher 401(a) contribution level = \$1.30, \$2.30, \$3.30 or \$4.30.

SECTION 16. The union recognizes that one basis for the continuing financial well-being of each of its signatory employers and, hence, their employees are each employer's customer list. Thus, to the extent that Indiana's Uniform Trade Secrets Act applies to customer lists and all the nuances with respect to such lists, the union will have no objection to the employer maintaining its list as a private one with respect to its own employees and enforcing any and all legal requirements to protect that list from employee misuse.

In Witness Whereof, the parties hereto affix their signatures and seal this 1st day of July, 2018.

SHEET METAL CONTRACTORS ASSN.
OF EVANSVILLE, INC.

LOCAL UNION 20 THE INTERNATIONAL
ASSOCIATION OF SHEET METAL, AIR
RAIL AND TRANSPORTATION WORKERS

By: 

By: 

By: 