

**Residential/Light Commercial
Addendum To
The Standard Form of Union Agreement**

This addendum covers the rates of pay and benefits of all employees of the Employer engaged in the installation, repairing and replacing of all heating, air conditioning systems and architectural sheet metal as defined in this addendum. Unless specifically modified by this Addendum the Standard Form of Union Agreement between the parties shall be incorporated herein and set forth herein verbatim.

This addendum covers the work performed under Article I outlined below by the Employer in Local 4 jurisdiction. Subsistence shall be paid in accordance with Article VII of the Standard form of this agreement.

ARTICLE I

SECTION 1 Residential shall be defined as applying to work on any single family dwelling or multiple family housing units where each individual family apartment is conditioned by a separate and independent unit or system and does not exceed four stories.

SECTION 2 Light commercial work shall be defined as single building not to exceed 20,000 square feet or 20 tons of air condition per single unit and that type of work falling into the following categories:

- (a) Tenant lease spaces in Strip shopping centers or Malls that do not exceed 20,000 square feet or 20 tons of air condition per single unit.
- (b) Small stand alone office buildings that do not exceed 20,000 square feet or 20 tons of air condition per single unit.
- (c) Office renovations work to an existing building that the office does not exceed 20,000 square feet.
- (d) Convenience Stores and Gas Stations.
- (e) Fast food restaurants not in excess of 20 tons of air condition per single unit, excluding kitchen equipment and vent-a-hoods and exhaust for vent-a-hoods.
- (f) Motels less than four stories in height that are conditioned by separate and independent units or system for overnight stay. (Examples: Motel 6, Hampton Inn, Super 8 etc.)
- (g) Office space in existing warehouses where no other work is to be performed by the Employer, other than work previously performed, and the lease work for the office tenant space is a separate contract and does not exceed 20,000 square feet.
- (h) Pre-Manufactured Metal Buildings not to exceed 20,000 square feet or 20 tons of air condition per single unit or 30,000 square feet for Architectural sheet metal work.

SECTION 3 Any smoke or fire dampers must be installed by a journeyman sheet metal worker.

This addendum shall not apply to any project which has an established prevailing wage.

ARTICLE II

SECTION 1 Any abuse of this addendum by the Employer shall constitute a breach of the addendum and this addendum shall become null and void if the Employer employs a Residential/Light Commercial Mechanics (R/LCMs) on any work not outlined in this addendum unless written approval from the Union is given in advance prior to the commencement of such work.

ARTICLE III

SECTION 1 If building trades journeymen or apprentices work on any project outlined in this addendum, they shall receive the wage and fringe package as outlined in the Standard Form of Union Agreement between the parties.

SECTION 2 Building and Trades journeymen who desire to be available for hire from the Union's out of work list and employed by the Employer on work covered by this addendum shall receive the full R/LCM wage and fringe package plus an additional \$2.00 per hour on the basic taxable wage. Journeymen under the provisions of this section shall not be called for by name and if employed shall stay employed for the Employer for a period of thirty (30) days, if work is available from the Employer, and will not be available for work referral under the hiring hall rules as set forth in Article XIV, Section 8 of the SFUA, until his or her completion of the time period set out above. The Employer agrees to abide by the hiring hall rules and regulations established by the Union for journeymen under this section.

If a Journeyman is employed as an R/LCM under this section, works on a job not covered by this addendum, he or she shall receive the full wage and fringe package for a journeyman as outlined in the Standard Form of Union Agreement.

ARTICLE IV

SECTION 1 The Employer may employ one (1) Residential/Light Commercial Mechanic (R/LCM) to each three (3) journeymen employed by the Employer under the Standard Form of Union Agreement.

SECTION 2 R/LCMs may be allowed to work on projects covered by this addendum without the direct supervision of a journeyman sheet metal worker.

SECTION 3 The Employer may employ a Classified Worker to work under this addendum to work directly under the R/LCM at a one to one ratio.

R/LCMs and Classified Workers working under this Addendum shall not be included in the company-wide ratio set out in the Standard Form of Union Agreement.

SECTION 4 If the Employer advances a Classified Worker to the classification of R/LCM, the Employer shall notify the Union in advance and such employee shall remain in the R/LCM classification until such classification is changed by the Union.

SECTION 5 An Employer working less than three (3) journeymen as outlined above may employ one (1) R/LCM on projects covered by this addendum with approval from the Union. Such Employer must employ one (1) journeyman under the Standard Form of Union Agreement.

SECTION 6 An R/LCM and/or Classified Worker, hired for this addendum, may work on a job covered by the Standard Form of Union Agreement for a short time. If so, they will be counted as a classified worker within the journeymen, apprentices and the classified workers ratio for that job.

SECTION 7 The intent of this addendum or article shall not be construed to allow the Employer to add extra R/LCMs and classified workers within their ratio of journeymen, apprentices and classified workers as setout in the Standard Form of Union Agreement.

ARTICLE V

SECTION 1 If the Employer expands their market share within the scope of work outlined in this addendum, they may be allowed additional R/LCMs upon written documentation supplied to the Union. The Union shall notify the Employer in writing if such additional R/LCMs are allowed to perform work covered under this addendum.

ARTICLE VI

SECTION 1 The rate of wages and fringes for R/LCMs covered by this addendum when employed on a job within the jurisdiction covered by this addendum shall be as follows:

<u>Base Wage and Fringes Effective</u>	<u>7/1/2019</u>	<u>1/1/2020</u>	<u>7/1/2020</u>	<u>1/1/2021</u>	<u>7/1/2021</u>	<u>1/1/2022</u>
Basic Wage Increase	\$19.05	\$0.45	\$0.60	\$0.60	\$0.60	\$0.60
Health & Welfare	\$7.34	***	***	***	***	***
Local Pension	\$2.00	***	***	***	***	***
Apprenticeship Fund	\$0.20	0.20	0.20	0.20	0.20	0.20
ITI, NEMI & SMOHIT	\$0.17	\$0.17	\$0.17	\$0.17	\$0.17	\$0.17
B & A **(Deduct)	** .71	TBD	TBD	TBD	TBD	TBD

* **Deduct**

** **(DEDUCT)**

*** **(As determined by the Trustees)**

R/LCM shall not be paid above the maximum rate of pay as outlined above unless agreed upon by the Employer and Union.

The Employer shall pay per hour for the R/LCM into the Apprenticeship Fund, ITI, NEMI and SMOHIT Funds for standard training that may be deemed necessary by the JATC for an R/LCM. If an Employer requires the R/LCM to take OSHA 10 before his or her probation is completed, the JATC shall try to accommodate training if it can reasonably do so. If the JATC provides training and the R/LCM does not complete their probation, then the Employer will reimburse the cost of the training to the local Apprenticeship Fund. If the JATC cannot schedule training in the time required by the Employer, then the Employer will provide training at Employer's expense.

The Employer reserves the right to place a new R/LCM, not hired from the referral list, on a sixty (60) calendar day's probation period and they shall not be covered under the terms set forth in the Standard Form of Union Agreement or this addendum, except for basic taxable wage and B&A Deduct and working condition, during such period. If the R/LCM has been employed by the Employer prior to his classification change the Employer shall pay the basic taxable wage and fringe package outlined above.

The Employer agrees, upon completion of a R/LCM probationary period and with proper authorization presented to the Employer by the Union, to deduct all money owed the Union for dues, initiation fee and other obligation and submit the same to the Union by check within ten (10) working days after completion of their probation period, including B&A Deduct collected during the probation.

Any R/LCM that does not complete their probation that had money deducted for dues and initiation fee will have that returned to them with their final check. Any B&A deduction will be forwarded to the local union. After the completion of the probation period, all other deduction as outlined above shall be in accordance with this Article of this agreement.

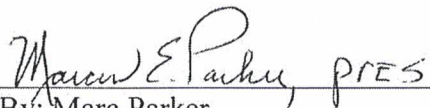
SECTION 2 Classified Workers employed by the Employer on project covered by this addendum shall receive the wage and fringe package as outlined in the Standard Form of Union Agreement.

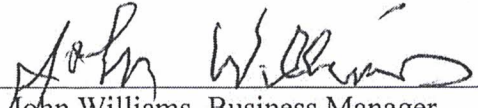
ARTICLE VII

SECTION 1: This addendum shall expire on the expiration date outlined in the Standard Form of Union Agreement between the Union and Employer.

Damon-Marcus

Local Union No. 4 of Sheet Metal, Air, Rail
and Transportation Workers


By: Marc Parker


By: John Williams, Business Manager

Date: 7/16/19

Date: 7/16/19

HVAC CLASS B JOURNEYMAN AGREEMENT

Addendum To

The Standard Form of Union Agreement

This Addendum covers the rates of pay, benefits and conditions of employment of all employees of the Mechanical/HVAC Contractors engaged in job site fabrication, handling, erection, installation, dismantling, conditioning, adjustment, alterations, repairing and servicing of all ferrous or nonferrous metal work and all other material used in lieu thereof of those items set forth in Article I of this Addendum. Unless specifically modified by this Addendum, the Standard Form of Union Agreement between the Mechanical/HVAC Contractors and SMART SM-4 shall be incorporated herein and set forth herein verbatim.

This Addendum covers the work performed under Article I outlined below by the Mechanical/HVAC Contractors in SMART SM-4 jurisdiction. Subsistence shall be paid in accordance with Article VII of the Standard Form of Union Agreement.

This addendum shall not apply to any project which has an established prevailing wage.

ARTICLE I

A Class B Journeyman may perform any type of Commercial HVAC duct work as specified in Article I Section 1 of the Standard form of Union Agreement under the supervision of a journeyman sheet metal worker.

ARTICLE II

Any abuse of this Addendum by Mechanical/HVAC Contractors shall constitute a breach of the Addendum and this Addendum shall become null and void if the Mechanical/HVAC Contractors employ a Sheet Metal Worker on any work not outlined in this Addendum, unless written approval from the Union is given in advance prior to the commencement of such work.

Examples of abuse included but are not limited to: laying off a Journeyman with the intent to rehire as a Class B Journeyman; requiring a currently employed Journeyman to work as a Class B Journeyman.

ARTICLE III

SECTION 1 The Employer may employ one (1) Class B Journeyman to each three (3) journeymen employed by the Employer under the Standard Form of Union Agreement.

SECTION 2 The above ratio is company-wide for employees referred from this local union. The Employer has the right to distribute the Class B Journeyman workers among their current jobs, as they deem necessary per journeyman per job.

SECTION 3 Building and Trades journeymen who desire to be available for hire from the Union's out of work list and employed by the Employer as a Class B Journeyman on work covered by this Addendum, shall receive the class B wage and fringe package. Journeymen under the provisions of this section shall not be called for by name and if employed shall stay employed by the Employer for a period of thirty (30) days, if work is available from the Employer, and will not be available for work referral under the Hiring Hall Rules as set forth in Article XIV, Section 8 of the SFUA, until his or her completion of the time period set out above. The Employer agrees to abide by the Hiring Hall Rules and regulations established by the Union for journeymen under this section.

SECTION 4 If the Employer advances a Class B Journeyman to the classification of Journeyman, the Employer shall notify the Union in advance and such employee shall remain in their classification until such classification is changed by the Union. If he/she meets the criteria to apply for Journeyman Sheet Metal Worker as set forth in the Collective Bargaining Agreement, then they may make application for such classification.

ARTICLE IV

SECTION 1 The rate of wages and fringes for a Class B Journeyman covered by this addendum when employed on a job within the jurisdiction covered by this addendum shall be as follows:

<u>Base Wage and Fringes Effective</u>	<u>7/1/2019</u>	<u>1/1/2020</u>	<u>7/1/2020</u>	<u>1/1/2021</u>	<u>7/1/2021</u>	<u>1/1/2022</u>
Basic Wage Increase	\$27.60	\$0.45	\$0.60	\$0.60	\$0.60	\$0.60
Health & Welfare	\$4.33	**	**	**	**	**
Local Pension	\$2.00	**	**	**	**	**
National Pension	\$.39	**	**	**	**	**
Apprenticeship Fund	\$0.32	0.32	0.32	0.32	0.32	0.32
ITI, NEMI & SMOHIT	\$0.17	\$0.17	\$0.17	\$0.17	\$0.17	\$0.17
B & A **(Deduct)	*(1.20)	TBD	TBD	TBD	TBD	TBD
Total Wage & Fringes	\$34.81	TBD	TBD	TBD	TBD	TBD

* (Deduct)

** (As determined by the Trustees)

Damon-Marcus

Marcus E. Parker, PRES
By: Marc Parker

Date: 7/16/19

Local Union No. 4 of Sheet Metal, Air, Rail and Transportation Workers

John Williams
By: John Williams, Business Manager

Date: 7/16/19