

AGREEMENT Between LOCAL UNION #312 of the SHEET METAL WORKERS'
INTERNATIONAL ASSOCIATION and SMACNA UTAH
Effective July 1, 2016 Through June 30, 2020

Addenda #20
RESIDENTIAL

96. This addendum has been executed for those contractors who are interested in including this type of work in their business and to establishing an agreement with many contractors not now included in the bargaining unit.

97. This addendum 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 residential heating and air conditioning systems, solar heating and the architectural sheet metal work on such residences.

98. The wage rates of these employees shall be as listed on the Residential Wage Rate Addendum, or other amount as mutually agreed upon between the Union and the Association, plus all fringe payments as outlined in the Residential Wage Addendum and Article VIII of the Standard Form of Union Agreement for Sheet Metal Residential Employees. Whenever prevailing wage rates established by Federal Laws provide more favorable terms and conditions for employees, then such rates shall prevail and this wage addendum will not apply.

(Davis, Bacon & H.U.D.)

99. Employers using this addendum agree to abide by the final decisions of the Local Joint Board, as provided for in Article X, of the Standard Form of Union Agreement and must be signatory to the regular Agreement.

100. The Union 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 these provisions.

101. Upon satisfactorily completing payment of the initiation fee prevailing at the time applicant is to be obligated as a Journeyman, the workers classification could be changed to Building Trades Journeyman upon approval of the Local Union Examining Committee.

102. 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.

103. The employer agrees that none but classifications in this wage addendum shall be employed on any work described in this addendum.

104. 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, but in no case shall it exceed five percent (5%)

for the second shift or ten percent (10%) for the third shift. Shift work shall not be considered as such unless established for a period of five (5) days or more.

105. The employer shall provide all necessary transportation and fuel for transporting employees, tools and materials from shop to job, job to job, and job to shop during working hours.

106. The J.A.T.C. shall accept recommendations from both Labor and Management for training needs to better serve the Residential employers and employees to meet the needs and requirements of this aspect of the trade. Said rules and regulations when formulated and adopted by the parties hereto shall be recognized as part of this Agreement.

107. The J.A.T.C. has set-up a three (3) year Apprenticeship program. First (1st) year sixty percent (60%), Second (2nd) year at Seventy percent (70%), and Third (3rd) year eighty percent (80%) of the Residential Journeyman.

108. That the employer shall be entitled to a ratio of one (1) residential Pre-apprentice to one (1) residential Journeyman regularly employed throughout the year.

109. All applicants under this Addendum shall be a minimum of eighteen (18) years of age. Residential Pre-apprentices shall serve for a maximum of one (1) year and shall not be put in charge of work on any job, and shall be under the direct supervision of a Residential Journeyman installer or Journeyman technician.

110. All Residential employees will be hired according to the Referral Procedure Addendum #25.

111. The employer agrees to contribute to all funds in the amounts specified in the Residential Wage Addendum.

112. 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 this addendum.