

K 8747

1,250 workers

# AGREEMENT

between

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**SMACNA  
Metropolitan Detroit Chapter**

and

**Sheet Metal Workers'  
International Association  
Local Union No. 80**

**WAYNE, OAKLAND, MACOMB, WASHTENAW,  
ST. CLAIR AND SANILAC COUNTIES**



**June 1, 1997 through May 31, 2004**



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**STANDARD FORM OF UNION AGREEMENT  
SHEET METAL, ROOFING, VENTILATING AND  
AIR CONDITIONING CONTRACTING  
DIVISIONS OF THE  
CONSTRUCTION INDUSTRY**

Agreement entered into this 1st day of June, 1997 by and between SMACNA, Metropolitan Detroit Chapter, hereinafter referred to as the Employer, and Local Union No. 80 of Sheet Metal Workers' International Association, hereinafter referred to as the Union for Wayne, Oakland, Macomb, Washtenaw, St. Clair and Sanilac Counties.

**ARTICLE I**

Section 1. This agreement covers the rates of pay, and conditions of employment of all employees of the employer engaged in but not limited to the (a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all air-veyor systems and air handling systems regardless of material used including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all airhandling equipment and duct work; (d) the preparation of all shop and field sketches used in fabrication and erection including those taken from original architectural and engineering drawings or sketches, and (e) all other work included in the jurisdictional claims of Sheet Metal Workers' International Association.

**ARTICLE II**

Section 1. No Employer shall subcontract or assign any of the work described herein which is to be performed at a job site to any contractor, subcontractor or other person or party who fails to agree in writing to comply with the conditions of employment contained herein including, without limitations, those relating to union security, rates of pay and working conditions, hiring and other matters covered hereby for the duration of the project.

Section 2. Subject to other applicable provisions of this Agreement, the Employer agrees that when subcontracting for prefabrication of materials covered herein,

such prefabrication shall be subcontracted to fabricator who pay their employees engaged in such fabrication no less than the prevailing wage for comparable sheet metal fabrication, as established under provisions of this Agreement.

### ARTICLE III

Section 1. The Employer agrees that none but journeyman and apprentice sheet metal workers shall be employed on any work described in Article I. And, further, for the purpose of proving jurisdiction, agrees to provide the Union with written evidence of assignment on the employer's letterhead for certain specified items of work to be performed at a job site prior to commencement of work at the site. List of such specific items, which may be revised from time to time, as agreed to by and between SMACNA and SMWIA, shall be provided to the employer

### ARTICLE IV

Section 1. The Union agrees to furnish upon request by the Employer, duly qualified journeyman and apprentice sheet metal workers in sufficient numbers as may be necessary to properly execute work contracted for by the Employer in the manner and under the conditions specified in this Agreement.

### ARTICLE V

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 ground 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. 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 3. 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 provision 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.

## ARTICLE VI

Section 1. The regular working day shall consist of eight (8) hours labor in the shop or on the job between eight (8) a.m. and five (5) p.m. and the regular working week shall consist of five (5) consecutive eight (8) hour days labor in the shop or on the job, beginning with Monday and ending with Friday of each week. All full time or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. Except as otherwise provided pursuant to Section 4 of this Article, all work performed outside the regular working hours and performed during the regular work week shall be at (See Addendum Section 17) times the regular rate.

Employees shall be at the shop or project site at scheduled starting time each day and shall remain until quitting time.

Section 2. New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day or days locally observed as such, and Sunday shall be recognized as holidays. All work performed on holidays shall be paid at the rate of double time.

Section 3. It is agreed that all work performed outside of regular working hours during the regular work week and on holidays shall be performed only upon notification by the Employer to the local union in advance of scheduling such work. Preference to overtime and holiday work shall be given to men on the job on a rotation basis so as to equalize such work as nearly as possible.

Section 4. Shift work and the pay and conditions therefor shall be only as provided in written addendum attached to this Agreement. Energy conservation-Retrofit work performed outside the regular work day in occupied buildings shall be performed under shift work conditions to be established by the local parties or by the National Joint Adjustment Board on the request of either party, if not locally provided.

## **ARTICLE VII**

Section 1. When employed in a shop or on a job within the limits of (See Addendum Sections 16, 17 and 18) employees shall be governed by the regular working hours specified herein and shall provide for themselves necessary transportation within the said limits from home to shop or job at starting time and from shop or job to home at quitting time, and the Employer shall provide, or pay, for all necessary additional transportation during working hours.

Section 2. When employed outside of the limits specified in Section 1 of this Article, and within the jurisdiction of the Union, employees shall provide transportation for themselves which will assure their arrival at the limits specified in Section 1 of this Article at regular starting time, and the Employer shall provide or pay for all additional transportation for such jobs, including transportation from such job back to the limits specified in Section 1 of this Article which will assure arrival at such limits at quitting time. As an alternative to the foregoing method, travel expense may be paid by a zone or other method of payment. If this alternative method is used, it will be as provided in a written addendum attached hereto.

## **ARTICLE VIII**

### **\*SEE ADDENDUM SECTION #31P**

Section 1. The minimum rate of wages for journeymen sheet metal workers covered by this Agreement when employed in a shop or on a job within the jurisdiction of the Union to perform any work specified in Article I of this Agreement shall be (See Addendum Section 4 & Appendix A attached) per hour, except as hereinafter specified in Section 2 of this Article.

Section 2 (a). On all work specified in Article I of this Agreement, fabricated and/or assembled by journeymen sheet metal workers and/or apprentices within the jurisdiction of this Union, or elsewhere, for erection and/or installation within the jurisdiction of any other Local Union affiliated with Sheet Metal Workers' International Association, whose established wage scale is higher than the wage scale specified in this Agreement, the higher wage scale of the job site Union shall be paid to the journeymen employed on such work in the home shop or sent to the job site.

Section 2 (b). In the event that the Employer does not comply with 2 (a) above, the difference between the rate paid and the rate established under this Agreement shall be paid each month to Sheet Metal Workers Local 80 Insurance Fund.

Section 2 (c). As respects any such material or equipment referred to in 2 (a) above delivered to a job site within the jurisdiction of Local 80, the shipment shall be accompanied by a voucher on a form provided by the Local Union which shall be provided to the steward on the job and shall contain the following information: (1) a list of each separate item contained in the shipment; (2) with respect to each item, the number of hours expended in its manufacture, assembly or fabrication and the hourly rate, wages plus all fringe benefits, paid for the labor expended in such manufacture, assembly or fabrication; (3) the situs where the material or equipment was manufactured, assembled or fabricated.

Section 2 (d). Certified Payroll: Contractors having material fabricated and/or assembled outside the jurisdiction of Sheet Metal Workers Local 80 ("Union") for installation within the jurisdiction of the Union shall furnish postmarked no later than four working days after the close of each payroll period, to the Union and SMACNA Detroit, a declaration under penalty of perjury executed by a Licensed Public Accountant or a Certified Public Accountant, specifying the hours worked straight time and overtime and net amount of fringes paid and the person or entity to whom paid to prove the wage scale specified in Article II, Section 2 and Article VIII, Section 1 and 2 of the Standard Form of Union Agreement, has been paid for such fabrication. Employers may also use for Certified Payroll purposes the "Shop Fabrication Cer-



tified Payroll Form" approved by the Union and the Association.

Section 2 (e). The Employer agrees to furnish any and all information requested by the Local Union and to submit to an audit of all of its books and records for the purposes of verification of information requested of, or provided by, the Employer. Said audit may be conducted either by the Local Union or the Sheet Metal Workers Local 80 Insurance Fund.

Section 3. The provisions of Section 2 of this Article, Section 2 of Article II and Section 1 of Article III shall not be applicable to the manufacture for sale to the trade or purchase of the following items:

1. Ventilators
2. Louvers
3. Automatic and fire dampers
4. Radiator and air conditioning unit enclosures
5. Fabricated pipe and fittings for residential installations and light commercial work as defined in the locality
6. Mixing (attenuation) boxes
7. Plastic skylights
8. Air diffusers, grilles, registers
9. Sound attenuators
10. Chutes
11. Double-wall panel plenums
12. Angle rings
13. Production catalog items if made under a Collective Bargaining Agreement with SMWIA affiliates as defined locally.

Section 4. The provisions of Section 2 of this Article shall not be applicable to AIR POLLUTION CONTROL SYSTEMS fabricated for the purpose of removing air pollutants, excluding air conditioning, heating and ventilating systems. In addition, the provisions of Section 2 of this Article will not be applicable to the manufacture of spiral pipe and fittings for high pressure systems.

Section 5. Except as provided in Sections 2 and 6 of this Article, the Employer agrees that journeymen sheet metal workers hired outside of the territorial jurisdiction of this Agreement shall receive the wage scale and working conditions of the local Agreement covering the territory in which such work is performed or supervised.

Section 6. When the Employer has any work specified in Article I of this Agreement to be performed outside of the area covered by this Agreement and within the area covered by another Agreement with another union affiliated with the Sheet Metal Workers' International Association, and qualified sheet metal workers are available in such area, he may send no more than two (2) sheet metal workers per job into such area to perform any work which the Employer deems necessary, both of whom shall be from the employer's home jurisdiction. All additional sheet metal workers shall come from the area in which the work is to be performed. Journeymen sheet metal workers covered by this Agreement who are sent outside of the area covered by this Agreement shall be paid at least the established minimum wage scale specified in Section 1 of this Article but in no case less than the established wage scale of the local agreement covering the territory in which such work is performed or supervised, plus all necessary transportation, travel time, board and expenses while employed in that area, and the Employer shall be otherwise governed by the established working conditions of that local Agreement. If employees are sent into an area where there is no local Agreement of the Sheet Metal Workers' International Association covering the area then the minimum conditions of the home local union shall apply.

Section 7. In applying the provisions of Sections 2, 5, and 6 of this Article VIII, the term "wage scale" shall include the value of all applicable hourly contractual benefits in addition to the hourly wage rate provided in said Sections.

Section 8. Welfare benefit contributions shall not be duplicated.

When sheet metal workers are employed temporarily outside the jurisdiction of their home local union, the parties signatory to this Agreement agree to arrange through the Health & Welfare Trust Fund to transmit health and welfare contributions made on behalf of the employee to

the Health and Welfare Fund in the employee's home local union.

The parties to this Agreement agree to establish a system for continuing health and welfare coverage for employees working temporarily outside the jurisdiction of the local collective bargaining agreement when health and welfare contributions are transmitted on their behalf by trust funds from other areas.

Section 9. Wages at the established rates specified herein shall be paid optional in the shop or on the job at or before quitting time on an optional day of each week, and no more than two (2) days' pay will be withheld. However, employees when discharged, shall be paid in full. (See addendum Section 25.)

Section 10. Journeymen sheet metal workers, who report for work by direction of the Employer and are not placed at work, shall be entitled to two (2) hours' pay at the established rate. This provision however shall not apply under conditions over which the Employer has no control.

Section 11. Each Employer covered by this Agreement shall employ at least one (1) journeyman sheet metal worker who is not a member of the firm on all work specified in Article I of this Agreement.

Section 12. Effective as of the date of this Agreement the employers will contribute where applicable (see Appendixes A and B) to the National Training Fund for the Sheet Metal and Air Conditioning Industry nine cents (\$.09) per hour for each hour worked by each employee of the employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the Fund, or for purposes of collection and transmittal through First of America Bank Southeast.

Section 13. Effective as of the date of this Agreement the employers will contribute where applicable (see Appendixes A and B) to the National Energy Management Institute Committee, a jointly administered trust fund, three cents (\$0.03) per hour for each hour worked by each employee of the employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the

Trustees of the Fund, or for the purposes of collection and transmittal through First of America Bank Southeast.

Section 14. Effective as of the date of this Agreement the employers will contribute where applicable (see Appendixes A and B) to the National Pension Fund, a jointly administered trust fund, sixty cents (\$.60) per hour for each hour worked by each employee of the employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the Fund, or for the purposes of collection and transmittal through the Sheet Metal Workers National Benefits Fund.

The parties agree to be bound by the Agreement and Declaration of Trust establishing said Funds and amendments thereto as may be made from time to time and hereby designate as their representatives on the Board of Trustees such Trustees as are named, together with any successors who may be appointed pursuant to said agreement.

## ARTICLE IX

Section 1. Journeyman and apprentice sheet metal workers covered by this Agreement shall provide for themselves all necessary hand tools.

Section 2. Journeyman and apprentice sheet metal workers covered by this Agreement shall not be permitted or required as a condition of employment to furnish the use of automobile or other conveyance to transport men, tools, equipment or materials from shop to job, from job to job, or from job to shop; facilities for such transportation to be provided by the Employer. This provision shall not restrict the use of an automobile or other conveyance to transport its owner and personal tools from home to shop or job at starting time or from job to home at quitting time.

## ARTICLE X

Section 1. Grievances of the Employer or the Union, arising out of interpretation or enforcement of this Agreement, shall be settled between the Employer directly involved and the duly authorized representative of the Union, if possible. An Employer may have the local Association present to act as his representative.

To be valid, grievances must be raised within thirty (30) calendar days following the occurrence giving rise to the grievance, or, if the occurrence was not ascertainable, within thirty (30) calendar days of first knowledge of the facts giving rise to the grievance.

Section 2. Grievances not settled as provided in Section 1 of this Article may be appealed by either party to the Local Joint Adjustment Board having jurisdiction over the parties and such Board shall meet promptly on a date mutually agreeable to the members of the Board, but in no case more than fourteen (14) calendar days following the request for its services, unless the time is extended by mutual agreement of the parties, to render a final and binding determination, except as provided in Sections 3 and 5 of this Article. The Board shall consist of an equal number of representatives of the Union and of the local Employers' Association and both sides shall cast an equal number of votes at each meeting. The local Employers Association on its own initiative may submit grievances for determination by the Board as provided in this Section. (Except in the case of a deadlock, a decision of a Local Joint Adjustment Board shall be final and binding.)

Notice of appeal to the Local Joint Adjustment Board shall be given within thirty (30) days after termination of the procedures prescribed in Section 1 of this Article, unless the time is extended by a mutual agreement of the parties.

Section 3. Grievances not disposed of under the procedure prescribed in Section 2 of this Article, because of a deadlock, or failure of such Board to act, may be appealed jointly or by either party to a Panel consisting of one (1) representative appointed by the Labor Co-Chairman of the National Joint Adjustment Board and one (1) representative appointed by the Management Co-Chairman of the National Joint Adjustment Board. Appeals shall be mailed to the National Joint Adjustment Board. (Copies of the procedures may be obtained from the National Joint Adjustment Board at P. O. Box 220956, Chantilly, Virginia 22022-0956.) Notice of appeal to the Panel shall be given within thirty days after termination, of the procedures prescribed in Section 2 of this Article. Such Panel shall meet promptly but in no event more than fourteen (14) calendar days following receipt of such appeal, unless such time is extended by mutual agreement

of the panel members. Except in case of deadlock, the decision of the Panel shall be final and binding.

Notwithstanding the provisions of Paragraph 1 of this Section, a contractor who was not a party to the labor agreement of the area in which the work in dispute is performed may appeal the decision of the Local Joint Adjustment Board, including a unanimous decision, and request a Panel hearing as set forth in Section 3 of this Article, providing such appeal is approved by the Co-Chairmen of the National Joint Adjustment Board.

Section 4. Grievances not settled as provided in Section 3 of this Article may be appealed jointly or by either party to the National Joint Adjustment Board. Submissions shall be made and decisions rendered under such procedures as may be prescribed by such Board. Appeals to the National Joint Adjustment Board shall be submitted within thirty (30) days after termination of the procedures described in Section 3 of this Article.

Section 5. A local Joint Adjustment Board, Panel and the National Joint Adjustment Board are empowered to render such decisions and grant such relief to either party, as they deem necessary and proper, including awards of damages or other compensation.

Section 6. In the event of non-compliance within thirty (30) calendar days following the mailing of a decision of a Local Joint Adjustment Board, Panel or the National Joint Adjustment Board, a local party may enforce the award by any legal means including proceedings in a court of competent jurisdiction in accord with applicable state and federal law. The prevailing party in litigation to enforce an award shall be entitled to its costs and attorney's fees in addition to such other relief as is directed by the courts.

Section 7. Failure to exercise the right of appeal at any step thereof within the time limit provided therefor shall void any right of appeal applicable to the facts and remedies of the grievances involved. There shall be no cessation of work by strike or lockout during the pendency of the procedures provided for in this Article. Except in case of deadlock, the decision of the National Joint Adjustment Board shall be final and binding.

## ARTICLE XI

Section 1. All duly qualified apprentices shall be under the supervision and control of a Joint Apprentice and Training Committee composed of eight (8) members, four (4) of whom shall be selected by the Employer, and four (4) by the Union, one of whom shall be the Business Manager of Local 80. Said Joint Apprentice and Training committee shall formulate and make operative such rules and regulations as they may deem necessary and which do not conflict with the specific terms of the Agreement, to govern eligibility, registration, education, transfer, wages, hours, working conditions of duly qualified apprentices and the operation of an adequate apprentice system to meet the needs and requirements of the trade. Said rules and regulations when formulated and adopted by the parties hereto shall be recognized as part of this Agreement.

Section 2. The Joint Apprentice and Training Committee designated herein shall serve for the life of this Agreement, except that vacancies in said Joint Apprentice and Training Committee caused by resignation or otherwise, may be filled by either party hereto, and it is hereby mutually agreed by both parties hereto, that they will individually and collectively cooperate to the extent that duly qualified apprentices be given every opportunity to secure proper technical and practical education experience in the trade, under the supervision of the Joint Apprentice and Training Committee.

Section 3. It is hereby agreed that the Employer shall apply to the Joint Apprentice and Training Committee and the Joint Apprentice and Training Committee shall grant apprentices on the basis of one (1) apprentice for each three (3) journeymen regularly employed throughout the year. Provided, however, that the ratio for employers engaged in solar, retrofit or energy-related work shall be one (1) to three (3). The employer shall contact the Apprenticeship School when requesting apprentices and the Apprenticeship School shall directly assign the apprentices to the employers.

Section 4. All applicants for apprenticeship shall be between the ages of seventeen (17) and twenty-three (23) years of age and each apprentice shall serve an apprenticeship of four (4) years if indentured May 31, 1991 or before and five (5) years if indentured June 1, 1991 or after

and such apprentices shall not be put in charge of work on any job and shall work under the supervision of a journeyman until apprenticeship terms have been completed and they have qualified as journeymen. (See Appendix A.)

Section 5. A graduated wage scale for apprentices shall be established and maintained on the following percentage basis of the established wage rate of journeymen sheet metal workers: (See Appendix A.)

Indentured June 1, 1991 or after

First Year	First half 40%	Second half 45%
Second Year	First half 50%	Second half 55%
Third Year	First half 60%	Second half 65%
Fourth Year	First half 70%	Second half 70%
Fifth Year	First half 75%	Second half 75%

## ARTICLE XII

Section 1. This Agreement and Addenda Numbers I, Sections 1 - 37 and Addendum II, Sections 1 - 7 attached hereto shall become effective on the first day of June, 1997, and remain in full force and effect until the 31st day of May, 2004 and shall continue in full force from year to year thereafter unless written notice of reopening is given not less than ninety (90) days prior to the expiration date. In the event such notice of reopening is served, this Agreement shall continue in force and effect until negotiations relating thereto have been terminated by either party, or May 31, 2004 whichever is later; provided, however, if the parties are unable to reach agreement, any unsettled issue shall, upon the request of either party, be submitted to the determination of an impartial arbitrator whose determination shall be final and binding upon the parties. The arbitrator shall be selected by the parties or, if they are unable to agree, in accordance with the rules and procedures of the American Arbitration Association. The arbitrator shall be authorized to resolve any outstanding issue based upon the "final offer position" of either party, which position shall be submitted in writing and shall be designated by each party as its "final offer position". The arbitrator shall be empowered to select the final offer position of either party, as he shall deem appropriate. He shall not be authorized to modify, amend, or compromise the positions of the parties in any respect; provided further, however, the arbitrator shall not be empowered to decide



between the positions of the parties on any non-mandatory subject of bargaining. The fees and expenses of the arbitrator shall be borne equally by both parties. Section 2. If, pursuant to federal or state law, any provision of this agreement shall be found by a court of competent jurisdiction to be void or unenforceable, all of the other provisions of this agreement shall remain in full force and effect.

Section 3. Notwithstanding any other provision of this Article, or any other Article of this Agreement, whenever an amendment to the Standard Form of Union Agreement shall be adopted by the National Joint Labor Relations Adjustment Committee, any party to this Agreement, upon the service of notice to all other parties hereto, shall have this Agreement reopened thirty (30) days thereafter, for the sole and only purpose of attempting to negotiate such amendment or amendments into this Agreement for the duration of the term hereof. There shall be no strike or lockout over this issue.

In witness whereof, the parties hereto affix their signatures and seal effective this 1st day of June 1997.

**LOCAL 80 SHEET  
METAL WORKERS'  
INTERNATIONAL  
ASSOCIATION**

Harold T. Ingalls  
William Bradfield  
Ralph A. Consiglio  
Joseph Sarrach  
Mike Stumpf  
Steve Sutton  
Ronald L. Ingalls

**SMACNA  
METROPOLITAN  
DETROIT  
CHAPTER**

Anthony Asher  
Lee Arnold  
Thomas I. Brown  
Gary L. Pessina  
James A. Potter  
Scott Terzich

**APPENDIX A**  
**STANDARD FORM OF UNION AGREEMENT**

	<b>June 1, 1997 to May 31, 1998*</b>
<b>Construction Journeyman</b>	
Wage . . . . .	\$22.69
Vacation Fund . . . . .	2.50 (11%)
Health & Welfare Fund . . . . .	4.61
Supplemental Unemployment Benefit . . . . .	.50
Joint Apprenticeship Fund . . . . .	.20
Annuity Fund . . . . .	1.71
Pension Fund . . . . .	3.98 (15.8%)
National Training Fund . . . . .	.09
Supplemental Vacation Fund . . . . .	.16
Industry Promotion Fund . . . . .	.40
National Energy Management Institute . . . . .	.03
Supplemental Retirement . . . . .	.20
Target Fund . . . . .	.10
Industry Apprentice Reimbursement . . . . .	<u>.25</u>
<b>TOTAL . . . . .</b>	<b>\$37.42</b>

**CONSTRUCTION APPRENTICE WAGE RATE**

**Plus Benefits**

- 1st Period: \$ 9.08\*\*
- 2nd Period: \$10.21\*\*
- 3rd Period: \$11.35\*\*
- 4th Period: \$12.48\*\*
- 5th Period: \$13.61
- 6th Period: \$14.75
- 7th Period: \$15.88
- 8th Period: \$15.88
- 9th Period: \$17.02
- 10th Period: \$17.02

\*See Section 4 of the Addendum to the Standard form of Union Agreement for wage breakdown for June 1, 1998, June 1, 1999 and wage reopeners for June 1, 2000, June 1, 2001, June 1, 2002, June 1, 2003.

\*\*The first two years do not include NEMI and NTF contributions.

Further the parties agree that upon recommendation of the majority of trustees of the Joint Funds and subsequent ratification by Local #80 membership, the total economic package may be changed once during the seven-year term of the Collective Bargaining Agreement.

**APPENDIX A-1  
STANDARD FORM OF UNION AGREEMENT**

<b>Construction Journeyman</b>	<b>June 1, 1998 to May 31, 1999</b>
	<b>\$1.15</b>

**BREAKDOWN TO FOLLOW**

**APPENDIX A-2  
STANDARD FORM OF UNION AGREEMENT**

**Construction Journeyman**

**June 1, 1999  
to May 31, 2000  
\$1.20**

**BREAKDOWN TO FOLLOW**

**APPENDIX A-3  
STANDARD FORM OF UNION AGREEMENT**

**Construction Journeyman**                      **June 1, 2000  
to May 31, 2001**

**WAGE REOPENER  
BREAKDOWN TO FOLLOW**

**APPENDIX A-4  
STANDARD FORM OF UNION AGREEMENT**

**Construction Journeyman**                      **June 1, 2001  
to May 31, 2002**

**WAGE REOPENER  
BREAKDOWN TO FOLLOW**

**APPENDIX A-5  
STANDARD FORM OF UNION AGREEMENT**

**Construction Journeyman**                      **June 1, 2002  
to May 31, 2003**

**WAGE REOPENER  
BREAKDOWN TO FOLLOW**

**APPENDIX A-6  
STANDARD FORM OF UNION AGREEMENT**

**Construction Journeyman**

**June 1, 2003  
to May 31, 2004**

**WAGE REOPENER  
BREAKDOWN TO FOLLOW**



## APPENDIX B

### STANDARD FORM OF UNION AGREEMENT

<b>Residential and Light Commercial Journeyman</b>	<b>June 1, 1997 to May 31, 1998*</b>
Base Wage Rate . . . . .	\$14.21
Insurance . . . . .	** 2.90*
Vacation . . . . .	** .50
National Pension Fund . . . . .	** .64
Industry Promotion Fund . . . . .	** .40
Joint Apprentice Fund . . . . .	** .16
Supplemental Unemployment Benefit . . . . .	** <u>.35***</u>
<b>TOTAL . . . . .</b>	<b>\$19.16</b>

\*Class A Journeyman Construction Rate Applies.

#### **\*\*RESIDENTIAL AND LIGHT COMMERCIAL APPRENTICE WAGE RATES (Plus fringe benefits)**

1st period	45% + \$.35***	\$6.75
2nd period	50% + \$.35	\$7.46
3rd period	55% + \$.35	\$8.17
4th period	60% + \$.35	\$8.88
5th period	65% + \$.35	\$9.59
6th period	70% + \$.35	\$10.30

\*\*\*SUB contribution does not apply to Residential Apprentices, however, is added to the Residential Apprentice Wage Rate listed above.

See Section VII of Residential and Light Commercial Addendum for wage breakdown for June 1, 1997, June 1, 1998, June 1, 1999, wage reopeners for June 1, 2000, June 1, 2001, June 1, 2002, June 1, 2003.

For the duration of the contract, Residential Pension Fund increases shall be paid by the contractor as follows:

<b>Effective date</b>	<b>Rate increment</b>
Jul 1, 1995	\$.15 (increase of \$.02)
Jan 1, 1997	\$.16 (increase of \$.01)
Jan 1, 1998	\$.17 (increase of \$.01)

Further the parties agree that upon recommendation of the majority of trustees of the Joint Funds and subsequent ratification by Local #80 membership, the total economic package may be changed once during the seven-year term of the Collective Bargaining Agreement.

**APPENDIX B-1**  
**STANDARD FORM OF UNION AGREEMENT**

**Residential and Light  
Commercial Journeyman**

**June 1, 1998  
to May 31, 1999**

**\$ .59  
plus \$ .04  
National  
Pension  
Fund**

**BREAKDOWN TO FOLLOW**

**APPENDIX B-2**

**STANDARD FORM OF UNION AGREEMENT**

**Residential and Light  
Commercial Journeyman**

**June 1, 1999  
to May 31, 2000**

**\$ .61**

**BREAKDOWN TO FOLLOW**

**APPENDIX B-3**

**STANDARD FORM OF UNION AGREEMENT**

**Residential and Light  
Commercial Journeyman**

**June 1, 2000  
to May 31, 2001**

**WAGE REOPENER**

**BREAKDOWN TO FOLLOW**

**APPENDIX B-4  
STANDARD FORM OF UNION AGREEMENT**

**Residential and Light  
Commercial Journeyman**

**June 1, 2001  
to May 31, 2002**

**WAGE REOPENER  
BREAKDOWN TO FOLLOW**

**APPENDIX B-5  
STANDARD FORM OF UNION AGREEMENT**

**Residential and Light  
Commercial Journeyman**

**June 1, 2002  
to May 31, 2003**

**WAGE REOPENER  
BREAKDOWN TO FOLLOW**

**APPENDIX B-6  
STANDARD FORM OF UNION AGREEMENT**

**Residential and Light  
Commercial Journeyman**

**June 1, 2003  
to May 31, 2004**

**WAGE REOPENER  
BREAKDOWN TO FOLLOW**

# I

## ADDENDUM I TO THE STANDARD FORM OF UNION AGREEMENT

### Section 1. STANDARD AND UNIFORM CONTRACT

A. This Agreement shall be the Standard and Uniform Written Labor Agreement embodying the terms and conditions of employment of apprentices and journeymen by all members of the Association and other signatory Employers performing sheet metal work in the building and construction industry, excluding production shop work. Where there is a conflict with the provisions of Addendum I and II with the Standard Form of Union Agreement, provisions of Addendum I and II shall supersede the provisions of the Standard Form of Union Agreement.

### Section 2. ASSOCIATION RECOGNITION

A. The Union recognizes the Association as the primary bargaining agent within the geographical jurisdiction of the Union pertaining to all sheet metal work performed in the building and construction industry, excluding production shop work, and as the exclusive bargaining agent for all of its members and other contractor firms from whom it has a power of attorney.

B. It is understood and agreed that the Association is acting only as agent for those Employers who have authorized it so to act; and in no event shall it be bound as principal or be held liable for damages for any breach of this Agreement by any of the Employers for whom it is acting.

C. Further, the Union agrees that it shall not negotiate or conclude a contract with an individual Employer while such Employer is represented by the Association as its bargaining representatives.

### Section 3. MANAGEMENT RIGHTS

A. The Employer shall retain the sole right to manage his business and direct his work force; to supervise the work of his employees in scheduling all construction work; to judge the satisfactory performance of his employees *without discrimination* and to select and utilize tools and fabricating equipment in the shop and on the job site.



To maintain order and efficiency on the job site including the right to hire, assign, transfer and direct his work force; subject to Section 27 - Stewards.

To determine the number of hours worked both in the shop and field; to determine the starting and quitting time of the employees; subject to regulations and restrictions imposed in Article VI, Sections 1, 2, 3 and 4 of the Standard Form of Union Agreement, and Section 16, A, B, C and D of the Addendum of the Standard Form of Union Agreement; to reserve the sole right to schedule the shipment of all goods which are covered by this Agreement, subject to such regulations and restrictions governing the exercise of these rights as are expressly provided in this Agreement:

Provided, however, the Employer agrees it will not schedule shipment of any goods covered by this agreement to the job site unless and until the Employer has employees working at that job site.

#### **Section 4. WAGE RATES**

A. Commencing June 1, 1997, the parties have agreed to increase the total economic package by One Dollar Ten Cents (\$1.10) per hour (See Appendix A for monetary breakdown). Effective June 1, 1998, the parties have agreed to increase the total economic package by One Dollar Fifteen Cents (\$1.15) per hour (see Appendix A for monetary breakdown). Effective June 1, 1999, the parties have agreed to increase the total economic package by One Dollar Twenty Cents (\$1.20) per hour (see Appendix A for monetary breakdown). Effective June 1, 2000, June 1, 2001, June 1, 2002, and June 1, 2003, the parties have agreed to a wage reopener,

D. In the event that a signatory Employer fails to make wage payments on the Employer specified pay day, the Union shall have the absolute right to strike said Employer after 48 hours written notice. This right shall not be diminished in any manner by any other clause in this Agreement.

#### **Section 5. EMPLOYEE HOLIDAY, VACATION, SAVINGS PROGRAM; SUPP VACATION**

A. Effective June 1, 1997, there shall be established in the name of each employee covered by this Agreement,

a personal savings account in the bank depository which shall be the same as the depository for the Joint Funds, unless otherwise agreed by the Joint Adjustment Board. Into said account of each employee, the employer shall pay each month or each week, a sum equivalent to Eleven Percent (11%) of the employee's total gross earnings, which shall be in lieu of vacation and holiday pay.

B. All sums deposited pursuant to this Section and any interest earned thereon shall become the exclusive property of the employee to whose account said deposits are credited and may be withdrawn by him.

C. Employee Savings Program payments shall be reported on the single Contribution Form as provided for the reporting of contributions to the Apprentice, Insurance, Pension, Annuity and Supplemental Unemployment Benefit Funds.

D. Effective June 1, 1997, the Employer shall pay Sixteen (\$.16) Cents per hour for each hour worked by each of his employees to the Sheet Metal Workers' Local Union No. 80 Supplemental Vacation Fund. (See Appendix A.)

## **Section 6. INSURANCE FUND**

A. The parties agree that there shall be created an Insurance Fund to be known as Sheet Metal Workers Local Union No. 80 Insurance Trust Fund hereinafter referred to as Insurance Fund. This Fund shall be administered jointly by an equal number of Employer and employee Trustees under a written declaration of trust. The Association shall designate and appoint the Employer Trustees and the Union shall designate and appoint the employee Trustees.

B. Commencing June 1, 1997, and thereafter, each Employer shall pay to the Insurance Fund Four Dollars and sixty-one Cents (\$4.610) per hour for total hours worked by all employees covered hereunder. (See Appendix A.)

## **Section 7. PENSION FUND**

A. The parties agree that there shall be created a Pension Fund to be known as Sheet Metal Workers Local Union No. 80 Pension Fund. This Fund shall be administered jointly by equal number of Employer and employee Trustees under a written declaration of trust. The Asso-

ciation shall designate and appoint the Employer Trustees, and the Union shall designate and appoint the Employee Trustees.

B. Commencing June 1, 1997, and thereafter, each Employer shall pay to the Pension Fund a monthly or weekly payment of Fifteen point eight percent (15.8%) of gross earnings, including Employee Savings Program contributions for each employee covered by this Agreement. (See Appendix A.)

It is understood that such payments shall be made wholly by the Employer.

C. Commencing June 1, 1997, contributions shall be made to the Sheet Metal Workers Local Union No. 80 Insurance Fund on any person covered by this Agreement who is ineligible to participate in the Sheet Metal Workers Local Union No. 80 Pension Fund. The amount of the contribution and time for payment shall be the same as required for all pension contributions and shall be in addition to the regular insurance contribution.

## **Section 8. ANNUITY FUND**

A. The parties agree that there shall be an Annuity Fund to be known as the Sheet Metal Workers Local Union #80 Annuity Fund. This Fund shall be administered jointly by an equal number of Employer and Employee Trustees under a written Declaration of Trust. The Trustees thereof shall be the Trustees designated by the Association and the Union as Trustees of the Pension Fund.

B. Commencing June 1, 1997 and thereafter, each Employer shall pay to the Annuity Fund One dollar seventy-one Cents (\$1.71) per hour for total hours worked by the Employees covered hereunder. (See Appendix A)

C. Commencing June 1, 1997, contributions shall be made to the Sheet Metal Workers Local Union #80 Insurance Fund on any person covered by this Agreement who is ineligible to participate in the Sheet Metal Workers Local Union #80 Annuity Fund. The amount of the contribution and time for payment shall be the same as required for all Annuity contributions and shall be in addition to the regular insurance contribution.

D. Commencing June 1, 1997 and thereafter, each Employer shall pay to the Annuity Fund Twenty Cents

(\$20) per hour for total hours worked by the Employees covered hereunder to be allocated to the Supplemental Retirement Benefit Program of the Annuity Fund. (See Appendix A)

## **Section 9. SUPPLEMENTAL UNEMPLOYMENT BENEFIT FUND**

A. The parties agree that there shall be created a Supplemental Unemployment Benefit Fund to be known as the Sheet Metal Workers Local Union No. 80 Supplemental Unemployment Benefit Fund. This Fund shall be administered jointly by an equal number of Employer and employee Trustees under a written declaration of trust. The Association shall designate and appoint the Employer Trustees, and the Union shall designate and appoint the employee Trustees.

B. Commencing June 1, 1997, and thereafter, each employer shall pay to the Supplemental Unemployment Benefit Fund Fifty Cents (\$.50) per hour for total hours worked by the employees covered hereunder. (See Appendix A.)

C. Commencing June 1, 1997, contributions shall be made to the Sheet Metal Workers Local Union No. 80 Insurance Fund on any person covered by this Agreement who is ineligible to participate in the Sheet Metal Workers Local Union No. 80 Supplemental Unemployment Benefit Fund. The amount of the contribution and time for payment shall be the same as required for all supplemental unemployment benefit contributions and shall be in addition to the regular insurance contribution.

## **Section 10. APPRENTICES**

A. It is agreed that during the operation of this Agreement there shall be adherence in the operation of the Joint Apprenticeship Committee to the rules and regulations as set forth in the Standard Form of Union Agreement. The Joint Apprenticeship Fund shall be known as the Sheet Metal Workers Local Union No. 80 Apprenticeship Fund. The Association shall designate and appoint the Employer Trustees and the Union shall designate and appoint the employee Trustees.

B. The Employer agrees to pay a portion of the Joint Apprenticeship Program. Commencing June 1, 1997, and thereafter, the Employer shall remit to the Joint

Apprenticeship Fund Twenty Cents (\$.20) per hour for each hour of work performed by journeymen and apprentices covered by this Agreement. (See Appendix A.)

C. The Trustees of the Joint Apprenticeship Fund shall, during the term of this Agreement, operate an Apprentice and Journeyman Training School which shall have training facilities sufficient to provide for the schooling, training or re-training of apprentices and journeymen working in the area now and in the foreseeable future.

## **Section 11. FUND MISCELLANY**

A. In the event an employer who is signatory to the Agreement shall fail to make any payments to, or violate any of the lawful rules and regulations or trust agreement of the Apprentice, Insurance, Pension, Annuity, Supplemental Unemployment Benefit Funds or of the employee holiday, vacation and savings program, hereinafter collectively called the "Joint Funds," the Board of Trustees of any of the Funds may request the Union to strike such delinquent Employer and such action taken by the Union shall not be a violation of this agreement and shall be expressly excepted from the provision and requirements of the Grievance Procedure provided for in this Agreement.

B. The Union agrees that it shall engage in a strike against any Employer who has violated the rules and regulations or agreements of trust of any of the Joint Funds when such action is requested in writing from any of the Boards of Trustees of such Funds. Failure by the Union to act upon a written request of any of the Trustees as provided herein shall constitute a violation of this Agreement by the Union.

C. The Union likewise agrees that it shall engage in a strike against any Employer who is delinquent in his contributions to any of the Joint Funds as hereinafter provided. In the event of an Employer's delinquency, the Administrator of the Fund to which the Employer is delinquent shall notify one designated Employer Trustee and one designated Union Trustee of such delinquency. Upon receipt of this notification, the Union designated Trustee, after consultation and agreement with the Employer designated Trustee, shall immediately cause a certified letter to be mailed to said delinquent Employer advising in that unless all delinquent contributions,

including all late charges as hereinafter provided, are made prior to 2:30 P.M. on the third working day after notification, the Union shall engage in a strike against such Employer. If the delinquency of an Employer fails to be corrected as hereinafter prescribed, the Union shall then strike such Employer.

D. It is expressly understood that nothing contained in this Section shall deny the Trustees of any of the Funds the right to pursue whatever legal remedies are available to the respective Trustees to collect delinquent contributions or otherwise enforce their rules, regulations and trust agreement provisions. The pursuit of such legal remedies by the Trustees shall not render any of the other provisions of the Section inoperative.

E. Each Employer hereby agrees to provide for inspection and audit upon request duly authorized by the Trustees of any of the Joint Funds, such books and records as may be necessary to determine whether the Employer is making all payment and contributions required by this Agreement. In the event that the audit shall reveal a deficiency in the Employer's payments and contributions, the cost of the audit shall be borne by the Employer, but in no case shall the Employer cost of the audit exceed the amount of the deficiency.

The Employer shall agree to provide the following records:

1. Internal Revenue forms 940, 941, 1099 and 1096, payroll data and workers compensation records
2. State of Michigan form #1020
3. Time cards and other payroll data
4. General Ledger
5. *Workers Compensation audits*
6. Any and all other records that may be applicable to the audit

F. The Association and the Union agree to authorize and direct, and hereby do authorize and direct, the Trustees appointed by each of them to draft and execute trust instruments and all other necessary documents and instruments to enable the Joint Funds to receive contributions and to operate as Trust Funds. Each employer further agrees to be bound by the terms, conditions and pro-

visions of the trust agreements, and any subsequent amendments to be drafted and executed by the Trustees hereinbefore referred to, and by all lawful rules and regulations adopted by these Trustees.

G. In the event that there should be only a partial recovery of payments owing to any of the joint Funds, the Employer's security deposit plus the amount of any partial collections shall be allocated on the basis of the following priorities: (1) fringe benefits funds, prorata; (2) unpaid wages; (3) amounts owing to the Employee Holiday, Vacation and Savings Program.

## **Section 12. SECURITY DEPOSIT**

A. The parties are mindful that heretofore there have been instances of Employers in the sheet metal industry who have defaulted in the payment of certain fringe benefit payments to the detriment of employees. In consideration of this and the fact that an Employer's failure to list one of his employees in his insurance contributions could result in a loss of \$30,000 to beneficiaries of such an employee in the case of an accidental death, the parties agree that each Employer signatory to this agreement who has not within the past year of this date been a party to an agreement with the Union shall deposit in a guarantee account as hereinafter provided in a cash security deposit to secure and guarantee the payments required to be made to any and all of the Joint Funds. The amount required to be deposited shall be Three Thousand Seven Hundred Dollars (\$3,700) per employee.

An Employer required to post a security deposit may elect, in lieu thereof, to pay its fringe benefits on a weekly basis. In such event, submission of the weekly contribution form and remittance of payment shall be made together no later than three (3) working days following the end of the employer's weekly pay period. The exact day for submission of such weekly contribution will be established and recorded by the Local Joint Adjustment Board for each Employer paying its fringe benefit payments on a weekly basis. In the event that fringe benefits payments of an employer paying on a weekly basis are not received on the due date, the Union shall have the right to strike upon receipt of approval from the Employer designated Trustee and twenty-four (24) hours notice to the Employer.

B. In the event that an Employer who is not required to have a cash deposit or pay its fringe benefits on a weekly basis as provided for herein is deemed to be delinquent in its contributions to any of the Joint Funds, the Joint Adjustment Board shall be authorized and empowered to require such delinquent Employer to post a cash deposit in an amount as set forth in the foregoing schedule and/or require that such delinquent Employer pay its fringe benefits on a weekly basis, as in its judgment circumstances shall warrant. In the event of the refusal of such delinquent Employer to comply with the directive of the Local Joint Adjustment Board in requiring the Employer to post a cash bond or pay its fringe benefits on a weekly basis, the union shall after three days written notice, strike said employer until such time as the Employer complies with the strike directive of the Local Joint Adjustment Board. Such strike action taken by the union shall not be a violation of this Agreement and shall be expressly excepted from the provision and requirements of the grievance procedure provided for in this Agreement. It is expressly understood that this provision is not meant to substitute or reduce any other authority conferred upon the Joint Adjustment Board under this Agreement.

C. The average number of employees for purposes of this paragraph shall be determined on the basis of the six month period May 1, through October 31 of the preceding calendar year and shall be computed by dividing the total number of employees appearing on the payroll for this period by the number of weeks that employees covered by this Agreement appeared on said payroll. Determination of the average number of employees of new Employers in the area for purposes of this paragraph shall be on the basis of a reasonable estimate and shall be adjusted from time to time.

D. The guarantee account shall be administered by the Union and Employer representatives of the Joint Adjustment Board, which Board shall always be comprised of an equal number of Union and Employer representatives. This Board shall be empowered to hear claims against the security deposit of an Employer, and the decision of the Joint Adjustment Board shall be by majority vote.

E. The Joint Adjustment Board representatives shall be authorized immediately to apply against the sum deposited any delinquency which the Employer permits



to occur in payments as set forth in Paragraph A above or any cost of collection charge imposed pursuant to Section 12(B) hereof.

F. The obligations of each Employer hereunder shall be deemed to include any delinquency charges as provided for in Section 12(B) of this Agreement.

G. Should it be necessary to levy upon this security deposit of any Employer to secure performance of obligations imposed herein, that Employer shall be required to either deposit additional sums of money within seventy-two (72) hours so that his deposit shall be restored to the amount required in the schedule set forth in Paragraph A above or his contract may be cancelled as shall be determined by the Joint Adjustment Board.

H. The Union shall not be required to furnish employees to any Employer failing to fulfill its obligations under this Section.

I. No claims may be asserted and paid from deposits made hereunder for any obligations of any Employer accruing during any period prior to the effective date of this Agreement.

J. Notwithstanding any other provision of this Section, the Joint Adjustment Board shall waive requirements for a security deposit with respect to:

- (1) Any Employer whose deposit remains continuously at the level herein specified without withdrawal by the Joint Adjustment Board for a period of three years or more.
- (2) Any out-of-town Employer who has completed his work within the jurisdiction of the Union.

K. In the event it should be necessary for the Union to conduct a strike against an Employer pursuant to the provisions of Paragraph (A) or (B) of this Section or Paragraph (B-2) of Section 12 or Section 4D, the Employer shall be required to pay to each of its employees for each day that he is required to continue on strike eight (8) hours pay including full fringe benefits. No Employer, however, shall be required to pay more than three (3) days pay to any of its employees on strike as provided herein, on each occasion that it is struck.

L. A security deposit must firstly be used to cover all fringe benefits funds obligations. If the security deposit

is insufficient for such purpose, it shall be paid to the fringe benefits funds on a prorata basis. If after the payment to all fringe benefits funds, there exists remaining amounts in the security deposit of a particular Employer, such excess shall be used to pay any outstanding wage claims including up to three days strike pay in full or on a percentage basis if insufficient.

### **Section 13. CONTRIBUTION FORM**

A. There shall be one (1) Contribution Form on which the Employer shall report the contribution payments for all of the Funds. Remittance of payment for all Funds shall be made with one check or draft payable to one bank depository to be agreed upon by the respective Trustees of the Funds. The Contribution Form shall be submitted in sufficient number to provide a copy of same to each of the negotiated Funds, the bank depository and the Union and shall contain the employees' names, hours worked, rate of pay, wage earnings and the amount of payment to each negotiated Fund.

B. Submission of the Contribution Form and remittance of payment shall be made together as follows:

- (1) Contribution Forms mailed shall bear a postmark not later than the 20th day of the month succeeding the month in which contributed upon hours were worked or wages were earned (postal machine dated mail shall not be pre-dated): Employer shall be required to submit a contribution form on a monthly or weekly basis, whichever is applicable whether or not they had any employees during such period.
- (2) Contribution forms may be deposited directly at any branch of First of America Bank Southeast in accordance with the following schedule:

HAND DELIVERY AT  
ANY FIRST OF AMERICA  
BANK SOUTHEAST  
BRANCH OFFICE  
BEFORE 4:30 P.M.

July 25, 1997  
August 25, 1997  
September 24, 1997  
October 27, 1997  
November 21, 1997  
December 24, 1997

January 26, 1998  
February 23, 1998  
March 25, 1998  
April 24, 1998  
May 25, 1998  
June 24, 1998  
July 27, 1998  
August 25, 1998  
September 24, 1998  
October 26, 1998  
November 23, 1998  
December 23, 1998

January 25, 1999  
February 22, 1999  
March 25, 1999  
April 26, 1999  
May 24, 1999  
June 24, 1999  
July 26, 1999  
August 25, 1999  
September 23, 1999  
October 25, 1999  
November 23, 1999  
December 27, 1999

HAND DELIVER AT FIRST  
OF AMERICA BANK  
SOUTHEAST,  
COMMERCIAL SERVICES  
DEPT.  
400 W. FOURTH,  
ROYAL OAK  
BEFORE 10:30 A.M.

July 28, 1997  
August 26, 1997  
September 25, 1997  
October 28, 1997  
November 24, 1997  
December 26, 1997

January 27, 1998  
February 24, 1998  
March 26, 1998  
April 27, 1998  
May 26, 1998  
June 25, 1998  
July 28, 1998  
August 26, 1998  
September 25, 1998  
October 27, 1998  
November 24, 1998  
December 28, 1998

January 26, 1999  
February 23, 1999  
March 26, 1999  
April 27, 1999  
May 25, 1999  
June 25, 1999  
July 27, 1999  
August 26, 1999  
September 24, 1999  
October 26, 1999  
November 24, 1999  
December 28, 1999

HAND DELIVERY AT  
ANY FIRST OF AMERICA  
BANK SOUTHEAST  
BRANCH OFFICE  
BEFORE 4:30 P.M.

January 25, 2000  
February 23, 2000  
March 27, 2000  
April 24, 2000  
May 24, 2000  
June 26, 2000  
July 25, 2000  
August 25, 2000  
September 25, 2000  
October 25, 2000  
November 24, 2000  
December 22, 2000  
January 25, 2001  
February 22, 2001  
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November 22, 2002  
December 24, 2002

HAND DELIVER AT FIRST  
OF AMERICA BANK  
SOUTHEAST,  
COMMERCIAL SERVICES  
DEPT.

400 W. FOURTH,  
ROYAL OAK  
BEFORE 10:30 A.M.

January 26, 2000  
February 24, 2000  
March 28, 2000  
April 25, 2000  
May 25, 2000  
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July 26, 2000  
August 28, 2000  
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August 27, 2002  
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October 28, 2002  
November 25, 2002  
December 26, 2002

HAND DELIVERY AT  
ANY FIRST OF AMERICA  
BANK SOUTHEAST  
BRANCH OFFICE  
BEFORE 4:30 P.M.

HAND DELIVER AT FIRST  
OF AMERICA BANK  
SOUTHEAST,  
COMMERCIAL SERVICES  
DEPT.  
400 W. FOURTH,  
ROYAL OAK  
BEFORE 10:30 A.M.

January 27, 2003  
February 24, 2003  
March 25, 2003  
April 24, 2003  
May 23, 2003  
June 24, 2003  
July 25, 2003  
August 25, 2003  
September 24, 2003  
October 27, 2003  
November 21, 2003  
December 24, 2003

January 28, 2003  
February 25, 2003  
March 26, 2003  
April 25, 2003  
May 27, 2003  
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October 28, 2003  
November 24, 2003  
December 26, 2003

January 26, 2004  
February 23, 2004  
March 25, 2004  
April 26, 2004  
May 24, 2004  
June 24, 2004

January 27, 2004  
February 24, 2004  
March 26, 2004  
April 27, 2004  
May 25, 2004  
June 25, 2004

Where the Employer hand delivers the Contribution Form for Payment, this form must be stamped by the depository as to time and date. Space shall be provided on the Contribution Form for this purpose. It is the Employer's responsibility to provide evidence of timely filing. Such deposits shall also be placed in an envelope, which shall bear the following legend in bold letters: "Now Forward Immediately to Corporate Service Department, Do Not Delay."

- (3) Delinquent deposits, whether mailed or deposited directly, shall be subject to a cost of collection charge of ten (10%) percent of the total amount due, but not less than Fifteen (\$15.00) Dollars. Effective June 1, 1997 deposits which continue to be delinquent beyond 30 calendar days shall be subject to a cost of collection charge of fourteen per cent

(14%) annually. The fourteen per cent (14%) annual cost of collection charge shall not be applicable for payments due as a result of an audit conducted by the joint funds or where an employer has not been notified that monies are due the joint funds. It is expressly understood that cost of collection charges constitute liquidated damages and are not in any manner to be construed as a penalty. In the event that an Employer should fail or refuse to pay a cost of collection charge owing, the Union may, with Association's approval, upon three (3) days written notice to the Employer, strike said Employer and such strike shall not be a violation of this Agreement and shall be expressly excepted from the provision and requirements of the Grievance Procedure provided for in this Agreement.

- (4) In the event, operating under Paragraph 2 above, it is determined by the depository that it is unable to post employee holiday, vacation and savings program contributions to individual employee accounts by the first day of the month succeeding the month in which the contribution is deposited, the provision for direct deposits of contributions shall be rescinded and contributions shall be required to be posted in accordance with the provisions of Paragraph 1 above. In the event of such rescission, notice will be provided to each contributing Employer.

C. The bank depository will not receive any partial payments of the Joint Funds as specified in Section 10, Paragraph A hereof. A partial payment of the amount due said Joint Funds to the bank depository shall constitute a delinquency to all the Joint Funds.

#### **Section 14. EQUAL TREATMENT**

Should the Union at any time hereafter enter into an Agreement with any Company doing work covered by Article I, Section 1 of this Agreement with the terms and conditions more advantageous to such Company, the Association on behalf of its members or any contractor signatory hereto shall be privileged to adopt such more advantageous terms and conditions provided the Association and/or the contractor has sent written notice to the Union calling the matter to their attention.

## **Section 15. INDUSTRY PROMOTION FUND**

A. In order to expand the market for the services of the sheet metal industry, to improve the technical and business skills of Employers, to stabilize and improve Employer-Union relations and to improve the training and employment opportunities for employees, the Employer signatories hereto agree to promote programs of industry, education, training, research, promotion and administration of collective bargaining agreements as shall be determined by the Trustees of the Sheet Metal Employers Industry Promotion Fund which shall be created as hereinafter provided. No part of these payments shall be used for political or anti-Union activities.

B. There is hereby created an Industry Promotion Fund to be known as the Sheet Metal Employers Industry Promotion Fund which shall be administered by seven (7) Employer Trustees under a written declaration of trust. SMACNA Metropolitan Detroit Chapter shall appoint the Employer Trustees to administer this Fund. The Employers signatory hereto agree to be bound by the terms and conditions of the aforesaid trust agreement and all subsequent amendments thereto including any lawful rules and regulations adopted by the Trustees of said Fund. The Trustees of such Fund shall be responsible for the lawful operation of the Fund as required by law.

C. Commencing June 1, 1997, and thereafter, the Employer shall pay to the Sheet Metal Employers Industry Promotion Fund the sum of Forty Cents (\$.40) per hour for each hour worked by all employees covered hereunder. (See Appendix A.)

D. The Employers signatory hereto and Local 80 both recognize, stipulate and agree that the Sheet Metal Employers Industry Promotion Fund Board of Trustees is a third party beneficiary under the terms of the contract pursuant to the Michigan Statutes.

## **Section 16. INDUSTRY APPRENTICESHIP REIMBURSEMENT FUND**

A. The parties hereto agree that the training and development of apprentices benefits the entire Industry. Consequently, the parties further agree that the labor costs, including wages and fringe benefit contributions, paid to, or on behalf of, an apprentice for days he attends an approved apprenticeship training class, should be

underwritten and borne by all of the Industry Employers and not by the apprentice's instant Employer.

B. There is hereby created an Industry Apprenticeship Reimbursement Fund to be known as the Sheet Metal Employers Apprenticeship Reimbursement Fund which shall be established solely and exclusively for the purpose of underwriting the cost of wages and fringe benefits, paid to, or on behalf of, apprentices for the days they attend approved apprenticeship training classes.

C. The Sheet Metal Employers Apprenticeship Reimbursement Fund shall be administered by seven (7) Employer Trustees under a written declaration of trust. Sheet Metal and Air Conditioning Contractors National Association, Detroit Chapter, shall appoint the Employer Trustees to administer the Fund. The Employer signatory hereto agrees to be bound by the terms and conditions of the aforesaid trust agreement and all subsequent amendments thereto including any lawful rules and regulations adopted by the Trustees of said Fund. The Trustees of said Fund shall be responsible for the lawful operation of said Fund as required by law and shall cause an annual audit of the Fund to be conducted each year, a copy of which audit shall be furnished to the Union.

D. Commencing June 1, 1997, and thereafter, the Employer shall pay to the Sheet Metal Employers Apprenticeship Reimbursement Fund the sum of twenty-five cents (\$.25) per hour for each hour worked by all Employees covered hereunder. It is further understood that this twenty-five cents (\$.25) hourly contribution may be increased or decreased by the Trustees during the life of this agreement where the Trustees in their opinion decide that the hourly contribution must be adjusted to meet the Fund's obligations. All payments shall be remitted in care of the Bank Depository as designated by the Trustees. (See Appendix A.)

E. The Employer signatory hereto and Local 80 both recognize, stipulate and agree that the Sheet Metal Employers Apprenticeship Reimbursement Fund Board of Trustees is a third party beneficiary under the terms of this agreement pursuant to the Michigan Statutes.

## **Section 17. WORK HOURS AND OVERTIME**

A. The regular working day shall consist of eight (8) hours labor in the shop or on the job between eight (8)



A.M. and five (5) P.M., and the regular working week shall consist of five (5) consecutive eight (8) hour days labor in the shop or on the job, beginning with Monday and ending with Friday of each week. All full time or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. Except as otherwise provided, pursuant to Section 20 of this Addendum, all work performed outside of regular working hours with the exception of the ninth (9th) and tenth (10th) hours, Monday through Friday shall be paid at time and one half their regular hourly wage rate. Hours worked in excess of 10 hours per day, Monday through Friday shall be paid at two (2) times the regular rate. The first eight hours worked on Saturday shall be paid at the rate of time and one-half the regular hourly wage rate. All hours worked in excess of eight (8) hours on Saturday shall be paid at two (2) times the regular wage rate.

B. Employees shall be at the shop or project site at scheduled starting each day and shall remain until quitting time.

C. All work done on Sunday and holidays shall be compensated for at the rate of double time.

D. Starting and quitting times may be adjusted with the consent of the employees and Local #80.

E. Any person performing work covered by this Agreement between the parties having an employer signatory to the Agreement, and who has a financial interest in that employer, direct or indirect, whether that interest shall be as sole proprietor, partner, shareholder or other similar financial interest, shall pay to the joint funds on the basis of not less than forty (40) hours per week, fifty (50) weeks per year or the actual number of hours worked, whichever is greater.

## **Section 18. FOUR DAY WORK SCHEDULE**

A. The employer may elect with the prior approval of Local Union #80 to work an alternate shift on a job site or the shop Monday through Friday for four (4) consecutive days at ten (10) hours per day straight time pay. However, where a holiday falls within the four (4) day schedule, the alternative day\* may be worked at ten (10) hours at straight time. All hours in excess of ten (10) hours

worked during the four (4) day schedule shall be paid at double time.

B. The first ten (10) hours worked on the fifth day shall be paid at time and one half. Hours worked on the fifth day in excess of the ten (10) hours worked shall be paid at double time.

C. \*The first eight (8) hours worked on Saturday shall be paid at time and one half. All hours in excess of eight (8) hours worked on Saturday, all hours worked on Sunday and holidays (except as noted above\*) shall be paid at double time.

D. The four (4) day work schedule may apply both to shop and field. The employer may work more than one four (4) day work schedule in the shop and/or on any field erection.

E. Either party, upon five (5) working days written notice may elect to revert to the normal five (5) day, forty (40) hour work week.

## **Section 19. TRAVEL EXPENSE**

A. When an employee furnishes his own transportation, he shall be reimbursed at the rate of Twenty-Five Cents (\$.25) per mile only from job to shop, shop to job or job to job.

## **Section 20. TRAVEL BEYOND JURISDICTION**

A. For travel beyond the jurisdiction of Local 80, defined as that area outside the 60 mile circle and/or to the end of Local 80's jurisdiction whichever is greater, (See official Zone Map published by the Association and Local Union No. 80) the Employer agrees to pay room and board expense at the rate of Fifty Dollars (\$50) per working day up to One Hundred (100) miles beyond the Detroit City Hall. Room and Board expenses at the rate of Fifty Dollars (\$50) per day shall be paid while an employee is assigned to a job over the One Hundred (100) miles beyond the Detroit City Hall, including payment for Saturdays, Sundays and Holidays.

B. For travel beyond the jurisdiction of Local 80, each Employer agrees to furnish first class transportation once to and from each job, or when an employee furnishes his own transportation he shall be reimbursed at the rate

of twenty-five cents (\$.25) per mile once to and from each job.

C. For travel beyond the jurisdiction of Local Union 80, each Employer agrees to pay employees one (1) hour's wages at the prevailing rate for every fifty (50) miles driven beyond the jurisdiction of Local Union 80 provided that:

- (1) The employee is not traveling on Company time.
- (2) This payment is limited to one payment to and from the job site regardless of the number of trips the employee travels.

## **Section 21. SHIFT WORK**

A. In situations in which shifts are worked in the field in addition to the regular day shift, the men working such additional shifts shall be paid Ten (10) hours pay for an Eight (8) hour shift worked.

B. In situations in which shifts are worked in the shop in addition to the regular day shift, the men working such additional shifts shall be paid Ten (10) hours pay for an Eight (8) hour shift worked.

C. For such shift purposes, the work week shall be from 12 P.M. Sunday to 12 P.M. Friday.

D. In situations in which a shift or shifts are worked on a job on which there is no regular day shift, the shift rate set forth above shall apply only where five (5) or more consecutive days (minimum of eight (8) hours each) of work are involved. If less than five (5) full eight (8) hour days of work are involved, the men employed on a shift or shifts on a job on which there is no regular day shift shall be paid at double time the regular rate as specified in Article VI, Section 1 of the Standard Form of Union Agreement.

E. It is mutually agreed by the parties that if employees of any other mechanical trade, plumbers, pipe fitters and electricians, working on a job site receive double the hourly rate, employees will also receive double the hourly rate. This provision will not apply where SMACNA can document in writing to the Union that one or more contractors signatory to an Agreement with Sheet Metal Workers Local Union No. 292 has submitted an industrial bid on a shift work basis.

## **Section 22. UNION LABELS**

A. It is hereby agreed that on work as included in Article I in the Standard Form of Union Agreement this Union's label shall permanently be attached where it can easily be seen. The use of the Union label is limited to Union-made products manufactured, assembled and fabricated by members in good standing with Sheet Metal Workers International Association.

## **Section 23. JOB LISTINGS**

A. Those signatory to this Agreement will submit monthly, a current list of jobs, including addresses, \$25,000 or more of value to the Association which in turn will submit tabulated copies to Local 80.

B. For purposes of this Section, any one project with a combined value of \$25,000 or more must be reported.

C. Compliance of this Section shall be monitored by the Local Joint Adjustment Board.

## **Section 24. UNEMPLOYMENT COMPENSATION-WORKERS COMPENSATION**

A. The Employer shall immediately enroll under the Michigan Employment Security Act and shall furnish to the Union the number assigned to him by the Commission, and it shall continuously hereafter provide such coverage for its employees regardless of the number of such employees.

B. The Employer agrees to provide workers compensation insurance coverage for all employees, and shall furnish upon request, by the Union, proof of such coverage.

## **Section 25. WEEKLY WAGE RECORD**

A. Article VIII, Section 9, of the Standard Form of Union Agreement is hereby amended to incorporate the following:

1. At the time of such payment, the Employer shall furnish the employee with a written record showing pay period, hourly rate, hours worked, overtime and all deductions identified as to amount and reason.

2. The parties agree that more than two (2) days pay may be withheld if prior approval is rendered by the Local Joint Adjustment Board. This exception is necessitated

by Employers who are retaining third parties to perform computer payrolls.

3. The Employer will provide its employees at termination with a Termination Slip on a form to be provided by the Association, which will indicate the reason for separation.

B. Each Employer will provide the Union, upon its request, copies of the Employer's payroll records including names of employees, hours worked and wages paid to such employees.

## **Section 26. REFERRAL PROCEDURE**

A. It is mutually agreed among the parties hereto that the following conditions shall govern all referrals of applicants for employment for all positions within the scope of the Agreement between the parties and shall supersede any contrary provisions which may be contained in said Agreement.

1. The Union agrees to furnish to the Employer or Employers, parties hereto, journeymen sheet metal workers and apprentices in sufficient numbers as may be necessary to properly execute the work contracted for by the Employer or Employers in the manner and under the conditions specified in this Addendum.
2. The Union shall select and refer applicants for employment without discrimination against such applicants by reason of or in any way affected by Union membership, by-laws, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements.
3. The Employer shall have the right to reject any applicant for employment.
4. Both the Union and the Employer agree to post a copy of the referral procedure set forth in this Addendum in places where notices to employees and applicants for employment are customarily posted.
5. The parties to this Agreement acknowledge that they are subject to State and Federal law and municipal ordinances regarding equal opportunity and fair employment and therefore will jointly take the necessary steps to comply with these laws and

ordinances to assure, within the scope of this Agreement, compliance with equal opportunity and fair employment practice laws and ordinances and agree that the employment, referral or selection of all employees shall be on the basis of qualification without regard to race, color, sex, religion, national origin or ancestry.

## **Section 27. SEPARABILITY**

A. In the event that any portion of this Agreement is declared or becomes inoperative under Federal or State Law, the balance of the Agreement shall remain in full force and effect, and the parties hereto agree to meet and renegotiate the inoperative portion of the Agreement.

## **Section 28. STEWARDS**

A. A shop or job steward shall be a working employee appointed in all shops and on all jobs by Local 80 who shall, in addition to his work as a journeyman, be permitted to perform during working hours such of his Union duties as cannot be performed at other times.

B. The Local Union agrees that such duties shall be performed as expeditiously as possible, and the Employer agrees to allow the steward a reasonable amount of time for the performance of such duties.

C. The Local Union shall notify the Employer of the appointment of each steward.

D. Stewards shall observe conditions of employment and conduct of employees to the end that the provisions of the existing Standard Form of Union Agreement and Addendum shall be complied with and shall assist whenever possible in adjusting minor differences or misunderstandings which arise, but shall immediately notify the Local Union office regarding the interpretations or application of the provisions of existing Standard Form of Union Agreement and Addendum in connection with the employment of employees in shops or on jobs. Stewards shall not be discriminated against by the Employer in the performance of the duties herein stated.

E. It is also agreed by both parties that in the event a steward is transferred from shop to job, job to job or job to shop, the Employer will cooperate with the steward in notifying the Local Union Office.

F. The steward shall remain on the job until its completion providing he is qualified to perform the available work; this does not apply to foremen, detailers, layout men, or specialized employees. In the event of lay off, only the chief steward shall have bumping rights on any scheduled job site he has performed work on; this does not apply to a job steward. The employer shall notify the Union in writing of his intention to discharge a shop or job steward for cause. The Employer shall notify the Union in writing of his intention to lay off a shop or job steward. This notice must be in the Union office three (3) full working days prior to discharge or lay off. The union retains the right to investigate and determine the reason for discharge or lay off. Prior to any discharge or lay off, the Steward will be notified.

G. One Steward in the employ of an Employer shall be the chief steward and shall receive ten cents (\$.10) per hour above the journeymen's rate of pay.

H. When three (3) or more men are required to work overtime, the steward shall be on the job, if qualified, to do the required work.

## **Section 29. VEHICLE IDENTIFICATION CLAUSE**

A. The Employer agrees that all commercial vehicles operated in the performance of the work covered by this Agreement shall bear the company's name in letters not less than three (3) inches high.

B. The Sheet Metal Employers Industry Promotion Fund shall furnish BHC B stickers, which stickers shall be placed on commercial vehicles owned, operated or leased by the Employers.

## **Section 30. WORKING CONDITIONS**

A. It is hereby agreed that in any case where any Employer finds it necessary to call a meeting of his employees, the purpose of which is to discuss any conditions covered by the terms of the Agreement between Local 80 and said Employer, said Employer shall notify Local 80 twenty-four (24) hours prior to the calling of such meeting. Such meetings will be held during working hours at the Employer's expense.

B. It is hereby agreed that no employee shall be permitted to work on new homes including the installation

of trunk lines or furnaces until the cement floor is in the basement, except on those jobs having no basements, and where duct work or trunk lines can be installed from the floor.

C. It is hereby agreed that the Employer shall be required to have two (2) or more men on each job which involves furnace or trunk line installations, except roughing and installation of registers and on the round pipe of round pipe residential pressure systems.

D. No apprentices shall be allowed to work on any job or in any shop without a journeyman.

E. In the event of hire, one out of every five journeymen employees shall be age fifty (50) or over, if possible, provided such employees are capable of doing the work available. In the event of a layoff, one out of every five journeymen employees remaining shall be age fifty (50) or over, if possible, provided such employees are capable of doing the work available.

F. A fair days work shall be performed by each employee, who in turn shall receive a fair day's pay.

G. The Employer shall make provisions for the safety and health of his employees during the hours of their employment both in the shop and at job sites.

H. The Employer shall provide adequate first aid equipment on all construction sites and in the shop, which shall be conspicuously marked and known to his employees.

I. On commercial jobs, the Employer shall provide safe and adequate storage for employees' tools. The Employer, on commercial jobs, shall also provide or make arrangements for a suitable and enclosed heated area for the use of his employees.

J. The Employer shall furnish each employee with a hard hat and liner.

K. In the event of a layoff, an Employer shall pay a full day's wages to an employee laid off for the day on which the layoff occurs and shall allow a reasonable time on that day for the employee to travel by the most direct route so he may arrive at the Union office by 4:30 P.M. It is explicitly understood that this provision shall not apply in the event of a discharge.



L. In the event of a layoff, the Employer agrees to notify the steward of the names of the employees to be laid off at least four (4) hours prior to the layoff.

M. The Employer agrees to provide two (2) fifteen minute coffee breaks per day: One (1) to be scheduled in the mid-morning and one (1) to be scheduled in the mid afternoon.

N. An employee who has completed the requirements of the NEBB School or its experience equivalent, shall be provided with a Certificate indicating same. An employee possessing such Certificate shall be permitted to transport balancing equipment, provided he is actually engaged in balancing work.

O. It is agreed that there will be established a labor management committee consisting of six (6) members from management and five (5) members from Local 80 (the Business Manager and the four (4) Business Agents) who will meet quarterly to discuss and resolve the problems under the collective bargaining agreement which will be beneficial to the sheet metal industry. Expenses incurred by such meetings will be borne by the Industry Promotion Fund.

P. To protect and preserve for the Building Trades employee covered by this Agreement all work they have performed and all work covered by this Agreement, and, to prevent any device or subterfuge to avoid the protection and preservation of work; it is agreed that all the work requiring fabrication shall be performed by employees hereunder, either in the shop or on the job site within the geographical jurisdiction of the union.

It is agreed that the foregoing shall not be applicable to the manufacture for sale to the trade or purchase of the following items:

1. Ventilators
2. Louvers
3. Automatic and fire dampers
4. Radiator and air conditioning unit enclosures
5. Fabricated pipe and fittings for residential installations and light commercial work
6. Mixing (attenuation) boxes

7. Plastic skylights
8. Air diffusers
9. Grilles
10. Registers
11. Sound attenuators
12. Chutes
13. Double-wall panel plenums
14. Angle rings
15. Production catalog items if made under a Collective Bargaining Agreement with SMWIA affiliates as defined locally

It is further agreed that the foregoing shall not be applicable to Residential/Light Commercial work covered in Addendum II, Service Work covered under a separate Collective Bargaining Agreement with Local 80, Architectural Sheet Metal work, Flex, Oval, Pipe Lock and Double Wall Ductwork.

This provision shall be effective with all purchase orders executed on June 1, 1997 and thereafter for the duration of this Agreement.

### **Section 31. CONTRACT NOTIFICATION**

A. The Union agrees to keep the Association notified of all those Employers who have a labor agreement with the Local Union and the details thereof.

### **Section 32. PARKING**

A. The Employer agrees to pay the reasonable parking expense for his employees where free parking is not available.

### **Section 33. PRESERVATION OF WORK**

A. It is mutually agreed that members of the Union have lost work as a result of the failure of some Employers to bid to perform all airhandling work coming within the jurisdiction of the Union. Therefore, it is agreed as follows:

1. Where an awarding authority requests separate bids for airhandling, all Employers signatory to this Agreement shall submit written bids which bids

shall include the installation of all airhandling work to be done at the site of construction coming within the jurisdiction of the Union, to the extent such work is available for bid under the specifications.

2. Where an Employer signatory to this Agreement is bidding as a subcontractor on airhandling but without separate bids, the bid shall be in writing and shall include the installation of all airhandling work to be done at the site of construction coming within the jurisdiction of the Union, to the extent such work is available for bid under the specifications.

### **Section 34. PIECE WORK**

A. Both parties agree that piece work or any other form of payment on a per-job basis to an employee is detrimental to the industry. Any Employer violating this Section shall be brought before the Local Joint Adjustment Board pursuant to the grievance provisions of this Agreement.

### **Section 35. LICENSE ESCROW**

A. In the event a person with a heating license becomes an employee under this Agreement; such person shall place in escrow his heating license with the Local Joint Adjustment Board. The Board shall hold this license in escrow for as long as the person is an employee under this Agreement.

B. In the event the employee should contract for the installation of work covered by this contract, such activity shall constitute both a violation of this Agreement and the escrow arrangement with the Local Joint Adjustment Board.

### **Section 36. RESOLUTION 78**

In order to assist employers having collective bargaining agreements with Sheet Metal Workers International Association, Local Union 80 to capture work that would be obtained by non-union contractors because of the differential in wage rates and fringes between the competing contractors, this Local Union will establish the following procedures which are to be applicable solely and exclusively in those instances wherein one or more of our

contractors is bidding a job against one or more non-union contractors.

A. Prior to bidding, the employer must notify the business manager of Sheet Metal Workers Local Union 80 of the amount of relief that is required in order to obtain or capture work in question. In the absence of the business manager, the business agent of the area shall assume the functions hereunder. Relief must be given in true non-union bidding situations. Unemployed apprentices, residential and production workers shall be utilized.

B. The amount of assistance to be given to the employer shall be based upon the necessary monetary relief the employer will require in order to effectively compete.

C. All employees on these jobs shall be paid full wages and fringes applicable to the collective bargaining agreement under which he or she works.

D. Relief granted hereunder is on a job only basis and such relief ceases automatically upon completion of the job. Any employee utilized in the relief process will be laid off.

E. The relief granted will be for installation only and shall not include work involved in shops.

F. The employer must agree not to discriminate against any person with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, age or disability.

G. In the event an employer uses any method whatsoever in a manner which is inconsistent with the intent of this procedure and violates the purpose thereof in either form or substance, such employer shall under no circumstances be given assistance hereunder in the future. It is to be understood that whether such a violation has occurred or not, will be in the sole and exclusive judgment of the business manager of Sheet Metal Workers Local Union 80.

H. Use of these procedures shall be the sole responsibility of the contractors both in applying for relief and providing proper information. The union shall have no duty other than to process applications in accordance herewith.

I. These procedures may be unilaterally cancelled by the Union at any time by written notice of such intent to SMACNA Metropolitan Detroit Chapter at least 60 days

prior to the cancellation date. All relief granted prior to the cancellation date will be continued until completion of the specific jobs.

J. No aspect of this plan of any nature whatsoever shall be subject to any arbitration process in the collective bargaining agreement or otherwise. The Union shall have no obligation to anyone to recognize any complaint against these procedures and has no obligations except what it undertakes.

K. There is hereby established a committee to be composed of two representatives of the employers and two representatives from the union. Each party will designate its representatives. The committee shall meet no less than once every two months. The committee shall have no decision making authority but its members will report back to their respective memberships of the progress occurring hereunder.

We are agreeable to this action in order to provide our employers and members with every opportunity we can to capture work that we are losing because of the lower wage structures of others. It must be clear that this procedure is to be utilized solely when one or more of our signatory employers is competing in bidding against a non-union employer(s). Under no other circumstances will this procedure or any provision therein have any applicability whatsoever.

This Addendum effective this 1st day of June 1997, shall remain in full force and effect for the duration of the basic Agreement.

**LOCAL 80 SHEET  
METAL WORKERS'  
INTERNATIONAL  
ASSOCIATION**

Harold T. Ingalls  
William Bradfield  
Ralph A. Consiglio  
Joseph Sarrach  
Mike Stumpf  
Steve Sutton  
Ronald L. Ingalls

**SMACNA  
METROPOLITAN  
DETROIT  
CHAPTER**

Anthony Asher  
Lee Arnold  
Thomas I. Brown  
Gary L. Pessina  
James A. Potter  
Scott Terzich

**II**  
**RESIDENTIAL AND LIGHT COMMERCIAL**  
**ADDENDUM II TO THE**  
**STANDARD FORM OF UNION AGREEMENT**

**Section I: RESIDENTIAL AND LIGHT COMMERCIAL DEFINED**

A. This Addendum covers the rate 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 and the architectural sheet metal work on such residences.

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.

B. Light Commercial Work covered by this Addendum shall be defined as the installation, only of individual jobs consisting of ten (10) tons of air conditioning and/or 200,000 BTU's of heating at any one job site and the architectural sheet metal work on such projects.

C. Other jobs of questionable nature may be considered for installation under the provisions of this Addendum by prior approval of the Local Joint Adjustment Board.

**Section II: JOURNEYMEN AND APPRENTICES**

The employer agrees that none but journeymen and apprentice sheet metal workers shall be employed on any work described in Section I of this Addendum and shall be paid pursuant to Section VII of this Residential Addendum.

**Section III: NEW CONSTRUCTION**

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 7:30 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 to this Addendum.

B. All work performed outside the regular working hours during the regular work week and on Saturdays shall be compensated for a 1 1/2 times the basic hourly residential wage rate.

C. All other work performed on Sundays and holidays shall be compensated for at two (2) times the basic hourly residential wage rate.

#### **Section IV: SERVICE, MAINTENANCE, REPLACEMENT WORK**

A. The work week shall consist of a scheduled forty (40) hour week; all work performed beyond the forty (40) hours shall be compensated for at 1 1/2 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, but in no case shall it exceed fifteen (15%) percent of the base wage rate for the second shift or twenty-five (25%) percent of the base wage rate for the third shift. Shift work shall not be considered as such unless established for a period of five (5) days or more.

#### **Section V: TRANSPORTATION AND HAND TOOLS**

A. 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.

B. The carrying of the following items (to be provided by the employer) by a residential worker shall be considered hand tools and shall not be a violation of the agreement:

- (1) Four foot stepladder
- (2) Drill motor
- (3) Fifty foot extension cord
- (4) Safety Light

#### **Section VI: WAGE RATES AND FRINGE BENEFITS**

A. Effective June 1, 1997, the total economic package for journeymen sheet metal workers covered by this

Addendum shall be Fifty-Six Cents (\$.56) plus Four Cents (\$.04) to the National Pension Fund. (See Appendix B.) Effective June 1, 1998, the total residential economic package shall be increased by Fifty-Nine Cents (\$.59) plus Four Cents (\$.04) to the National Pension Fund. Effective June 1, 1999, the total residential economic package shall be increased by Fifty-Nine Cents (\$.61). Effective June 1, 2000, June 1, 2001, June 1, 2002, and June 1, 2003, the total residential economic package shall be increased by the same percentage as the Building Trades Agreement is increased.

The employer shall not be required to pay fringes for the thirty work days probationary period, however, once the thirty day probationary period expires and the person is retained, the employer shall pay the residential fringes retroactive to the first date of employment. The Residential Journeymen and apprentices shall join the Union on the 31st day of employment. (This provision does not apply to Class A Building Trades Journeymen.

The employer shall pay the building trades insurance contribution on only Class A Building Trades Journeymen performing work under the Residential Addendum. The Employer shall pay with the exception of the Building Trades Insurance Fund the balance of the fringe benefits outlined in the Residential Addendum for Class A Journeymen Building Tradesmen when performing work under the Residential Addendum.

B. Apprentices covered by this Addendum shall be paid on a percentage basis starting at forty-five (45%) percent of the Residential Journeyman rate and proceeding to seventy (70%) percent for a three year program. The ratio of Journeymen to Apprentices shall be one (1) Residential Apprentice for every two (2) Residential Journeymen on a company-wide basis.

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

## **Section VII: BUILDING TRADES CONTRACT**

The employer agrees to be bound by the wages, hours and working conditions contained in the local basic or local Building Trades Standard Form of Union Agreement on any work performed on commercial or industrial estab-



ishments or on any work not specified in Section I or II of this Addendum.

This Addendum effective this 1st day of June, 1997 shall remain in full force and effect for the duration of the basic agreement.

**LOCAL 80 SHEET  
METAL WORKERS'  
INTERNATIONAL  
ASSOCIATION**

Harold T. Ingalls  
William Bradfield  
Ralph A. Consiglio  
Joseph Sarrach  
Mike Stumpf  
Steve Sutton  
Ronald L. Ingalls

**SMACNA  
METROPOLITAN  
DETROIT  
CHAPTER**

Anthony Asher  
Lee Arnold  
Thomas I. Brown  
Gary L. Pessina  
James A. Potter  
Scott Terzich

We, the undersigned, have read and understand the terms and conditions of the foregoing Labor Agreement and hereby agree to be bound thereto. We further agree that Notice of Reopening provided to the Association pursuant to Article XII hereof shall constitute notice to the undersigned.

---

Company Name (please print)

---

Owner or Principal (please print)

---

Signature of Owner or Principal

Date Signed