

10/20/09

**2009 Economic Stimulus Light Commercial
Special Condition
TO THE
COLLECTIVE BARGAINING AGREEMENT
BETWEEN
SMWIA LOCAL #2 AND SMACNA-KC**

Because of the desperate economic status the United States is experiencing at this time period in our history, this Special Condition is an effort to generate work for our members and our signatory contractors. It will also attempt to maintain jurisdiction and allow signatory contractors to be more competitive in the light commercial field, this light commercial special condition shall be implemented and the Articles and Appendixes, etc. contained in the Collective Bargaining Agreement between SMWIA Local #2 and SMACNA-KC effective July 1, 2007 (hereinafter referred to as the "basic local Agreement"), will remain intact, and applicable, except as amended by this special condition for the specific purposes set forth herein.

This special condition is a good faith effort by the Union, on a trial basis, to secure work for our Members and Contractors. Therefore, it should not be misused. Even though this special condition is governed by the current "basic local Agreement" it is a standalone agreement and is not part of the Collective bargaining agreement. It will be determined solely by the Business Manager or his duly appointed Representative if the projects are to fall under the guidelines and the purpose of this agreement. *The Contractor must contact the Union to get permission to apply this agreement to a particular project on job by job basis.*

SECTION 1 This agreement covers the rates of pay, rules and working conditions of all employees of the employer engaged in the erection, installation, repairing, replacing and servicing of all light commercial heating and air conditioning systems and architectural sheet metal associated with such project. All shop work shall be performed by Building & Trades Journeymen at rates, pay and all other conditions as defined in the basic local agreement. **This agreement will not apply to any Prevailing Wage Projects, Federal or State. Nor shall it apply to any project that the Business Manager or his duly appointed Representative, in his or her sole discretion, determines does not qualify under the guidelines of the intention of this agreement. The Contractor must contact the Union to get approval to apply this agreement to any project on a job by job basis before the job is bid.**

SECTION 2 Light Commercial shall be defined as applying to work on any single small business, strip malls, fast food restaurants, or multiple small businesses dwellings. It shall also include any work that the Business Manager or his Designee determines is within the scope of this special condition. The ultimate determination whether a job comes within the definition of light commercial for the purposes of this agreement is solely within the discretion of the Business Manager or his Designee.

SECTION 3 Men/ Women to be employed

- (a) The employer agrees that Building Trades Journeyman will be employed on such work.

The first Journeyman may or may not be a current employee of the Contractor. If more Journeymen for such work are needed and available they will be taken from the "out of Work list" as per the current hiring procedure if the Journeyman on the out of work list has indicated that they desire to accept employment under the "Light Commercial Agreement" by checking the appropriate box on the "out of work sign in sheet" RE:" L. C. A.." is checked

(b) No Journeyman can be forced, threatened, intimidated or pressured, by the employer to work under this special condition. It is solely at the discretion of the employee to they decide if he or she wants to work under this special condition. If it is found that the employer coerced an employee into working under the special condition, the Union may pursue a grievance under the procedure set forth in Section 5 (a) below. The employee may recover back pay as set forth in Section 5(b)

SECTION 4

(a) The hourly wage rate and fringe benefits for Journeyman covered by this agreement shall be:

Journeyman Wage Rates	
09-01-09	
Taxable Base Wage	21.50
401K	0.50
Deductions after Taxes	
Supplemental Dues **	1.34
LAC (optional)	0.05
United Fund	0.01
SMWIA International Scholarship	0.01
Per Capita Tax	0.05 (0.08 as of 1/1/2010)
Fringes Paid by Employer on Behalf of Employee and Employer	
Mo-Kan Health Plan A *	5.61
SMWIA National Pension	8.60
Retiree Mo-Kan Health Subsidy	0.48
I.T.I Training Fund	0.12
Area 1 or 2 Local Industry Fund (Job Location)	0.42
Area 1 or 2 Training Fund (Job Location)	0.94
N.E.M.I.	0.03
S.M.O.H.I.	0.02
Total Fringe Package	16.22
Total Wage & Fringe Package	37.72

Nothing in this special condition shall prohibit the employer from paying more than the minimum established wage.

SECTION 5

(a) The employer agrees to be bound by the wages, hours and working conditions contained in the local basic agreement on any work performed on heavy commercial or industrial establishments, or on any work not specified in Sections I, II and III of this special condition.

(b) Any employer found using any employee worker and/or Building Trades journeymen being paid the light commercial rate on non-light commercial work will be required to pay the difference between the light commercial work wage and benefit package and the full Building Trades wage and benefit package for that classification of worker, and in addition, if the Local Joint Adjustment Board finds that the Employer's conduct was intentional, an additional five (\$5.00) per hour worked will be assessed the Employer by the Local Joint Adjustment Board. This additional five (\$5.00) per hour assessment will go to a mutually agreed to fund, determined by the Local Joint Adjustment Board.

(c) If the grievance reaches the Joint Board under the grievance procedure set forth in the basic agreement, the Joint Board, upon a finding that an employer has paid applied this agreement to work not approved by the Business Manager or his designee, must apply the remedies set forth in this agreement. In addition to the remedy imposed by the Joint Board, the Union may, in its sole discretion, void this agreement with respect to the employer found to be in violation of it.

SECTION 6 any disputes arising over the interpretation of this agreement shall be referred to and the parties be bound by Article X of the basic local agreement.

SECTION 7

All other terms and conditions not specifically addressed in this agreement shall be governed by the basic agreement.

Rationale and implementation of the proposed agreement

This agreement is a good faith effort by the Union, on a trial basis, to secure work for our Members and Contractors and should not be misused. If a contractor is found to be out of compliance, the Union will file a grievance. If the grievance reaches the Joint Board under the grievance procedure set forth in the basic agreement, the Joint Board, upon a finding that an employer has paid applied this agreement to work not approved by the Business Manager or his designee, must apply the remedies set forth in this agreement. In addition to the remedy imposed by the Joint Board, the Union may, in its sole discretion, void this agreement with respect to the employer found to be in violation of it. RE: SECTION IX

It is further noted to try and create man hours, attempt to recapture the lost market in this area, obtain at least some form of income and retain benefits, (Pension at the full rate & The Health & Welfare benefit) for our members that choose to work under this agreement. The Union has been asked repeatedly by out of work members over the years if the Union could come up with something like this.

No member can be forced, threatened, intimidated or pressured, by the employer to work under this agreement. It is solely at the discretion of the employee if they decide they want to work under this agreement. If it is found that the employer coerced an employee into working under the agreement, the Union may pursue a grievance under the procedures discussed above.

Even though this agreement is governed by the current "basic local Agreement" it is a standalone agreement and is not part of the Collective bargaining agreement. It will be determined solely by the Business Manager or his duly appointed Representative if the projects are to fall under the guidelines of the intention of this agreement.

The Contractor must contact the Union to get permission to apply this agreement to a particular project on job by job basis.

There will be another box added to check on the "out of work list sign in sheet" to indicate if a member would want to work under this agreement.

If a member agrees to work under this agreement and have indicated so by checking the appropriate box (L.C.A.) on the "out of work list sign in sheet" and is called for a job under this agreement and refuses the job offer. He / She shall receive a turn down, per the current hiring procedure. If a member accepts employment under this agreement the same hiring procedure will apply as to how works now. (If you acquire 80 hours of employment you fall off or lose your spot on "the out of work list."

This agreement is upheld and justified by The Constitution and Ritual of The Sheet Metal Workers International Association under Resolution #78 Adopted and passed at the 36th General Convection in New York City on Friday, September 3, 1982 (page 134 in the current Constitution and Ritual)