

Draft 10/21/2009

SIDING AND DECKING AGREEMENT

Special Condition to the

COLLECTIVE BARGAINING AGREEMENT BETWEEN

SMWIA LOCAL #2 AND SMACNA-KC

ARTICLE I

SECTION 1.

This Agreement covers the rates of pay and conditions of employees engaged in job site fabrication, handling, erection, installation, dismantling, conditioning, adjustment, alterations, repairing and servicing of all ferrous or nonferrous metal work and all other material used in lieu thereof of those items set forth in Section 2 of this Article. The provisions of this contract shall govern the performance of such work in the jurisdiction of Local 2.

The Employer further agrees that the operating of any equipment or new technology which has as its essential purpose replacing or changing those jobs or procedures traditionally performed by sheet metal workers, and all other sheet metal work, will be covered by this Agreement and considered to be the jurisdictional claims of the Sheet Metal Workers' International Association.

SECTION 2.

- (a) Exterior application of manufactured and/or job site fabricated metal decking, siding and exterior appurtenances thereto, including all roofs
- (b) The erection of pre-engineered metal buildings, pre-manufactured gas stations and or any canopies
- (c) The erection and/or job site fabrication of draft or fire curtains and appurtenances thereto.
- (d) Fabrication and installation of all exterior Residential Architectural work including but not limited to: siding, fascia, gutters, down spouts, dormers, louvers, and cupola.

SECTION 3. Any work not specifically covered under the terms and conditions of this Agreement shall be performed under the terms and conditions of the current Local 2 Building Trades Collective Bargaining Agreement (Local Agreement).

SECTION 4.

- (a) The Employer agrees to notify the Business Manager of the job site location and verification of the competition bidding said work, any work outlined in Article I, Section 2, which the Employer is going to bid, prior to bid.
- (b) If the Business Manager objects to the use of this Agreement, based on the historical practice and the competition of said work, the contractor will perform said work under the building trades contract noted in the scope of work in Article I, Section 2, is performed in accordance with the building trades area wages and standards,

SECTION 5. This is a separate stand-alone agreement, and shall govern the performance of any work described in Article I of this Agreement.

SECTION 6.

- (b) The Business Manager of Local 2 may grant Resolution 78 status in order for contractors to be more competitive on work within the jurisdiction of the Local Union.

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 is not signatory to Sheet Metal Local Union #2.

SECTION 2. Integrity Clause: A "bad-faith employer" for purposes of this Agreement is an Employer that itself, or through a person or persons subject to an owner's control, has ownership interests (other than a non-controlling interest in a corporation whose stock is publicly traded) in any business entity that engages in work within the scope of Article I hereinabove using employees whose wage package, hours and working conditions are inferior to those prescribed in this Agreement, or has ownership interest (other than a non-controlling interest in a corporation whose stock is publicly traded) in any business entity that engages in work within the scope of the Standard Form of Union Agreement (SFUA) using employees whose wage package, hours and working conditions are inferior to those prescribed in the appropriate SFUA.

An Employer is also a "bad-faith employer" when it is owned by another business entity as its direct subsidiary or as a subsidiary of any other subsidiary within the corporate structure thereof through a parent-subsidiary and/or holding-company relationship, and any other business entity within such corporate structure is engaging in work within the scope of Article I of this Agreement or of the appropriate SFUA using employees whose wage package, hours and working conditions are inferior to those prescribed in this Agreement or in the appropriate SFUA.

Any Employer that signs this Agreement or is covered thereby by virtue of being a member of a multi-employer bargaining unit expressly represents to the Union that it is not a "bad-faith employer" as such term is defined in Section 2(a) hereinabove and, further, agrees to advise the Union promptly if at any time during the life of this Agreement said Employer changes its mode of

operation and becomes a "bad-faith employer." Failure to give timely notice of being or becoming a "bad-faith employer" shall be viewed as fraudulent conduct on the part of such Employer.

In the event any Employer signatory to or bound by this agreement shall be guilty of fraudulent conduct as defined above, such Employer shall be liable to the Union for liquidated damages at the rate of \$500.00 per calendar day from the date of failure to notify the Union until the date on which the Employer gives notice to the Union. The claim for liquidated damages shall be processed as a grievance in accordance with, and within the time limits prescribed by, the provisions of Article X.

ARTICLE III

SECTION 1. Each Employer working under this Agreement shall employ journeyman sheet metal workers on a job to job basis specified in Article I of this Agreement at the rate of pay and full benefits outlined in this contract.

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 "Siding & Decking Agreement" by checking the appropriate box on the "out of work sign in sheet" RE:" S. D. A." is checked**

The Union has the right to organize and or recruit non bargaining workers to work under this agreement per Resolution 78, of the Sheet Metal Workers Constitution and Ritual.

ARTICLE IV

Work Hours - Overtime

Refer to Article 11 of the current Collective Bargaining Agreement. All other terms and conditions not specifically addressed in this agreement shall be governed by the basic agreement.

ARTICLE V

Wage Rates & Fringes

SECTION 1. The hourly wage rate and fringe benefits for Journeyman/and or Resolution 78 Workers 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

*** Allocations subject to change by Mo-Kan Trustee's recommendation at a Special Order of Business Meeting, prior to contractual increase.**

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

The employer shall withhold from the employees earnings, payment for initiation fees, union dues and other obligations at a rate established by the Financial Secretary of Local 2, until an amount specified by the Union has been paid in full.

All work performed outside the regular working hours during the regular work-week and on Saturdays shall be compensated for at 1½ times the basic hourly wage rate.

All other work performed on Sundays and Holidays shall be compensated for at 2 times the basic hourly wage rate.

ARTICLE VI

SECTION 1. 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.

All other terms and conditions not specifically addressed in this Decking & Siding agreement shall be governed by the basic Building Trades agreement.



SDA Consent Form

I _____ a member of Sheet Metal Workers Local Union No. 2.

I have voluntarily given my consent to work under this agreement.

This consent form is only valid for the following job, and is a tool to monitor the activity and progress of this addendum. A copy of this form when used shall be forwarded to Local #2. Failure to provide this information to Local #2 will be considered a violation of this addendum.

Location of Work

Job Number

Date

SMWIA Local #2 Member

I have explained to the above member that he has no obligation to accept work under the Siding & Decking Agreement to the Collective Bargaining Agreement.

Contractor