

## **RESIDENTIAL COLLECTIVE BARGAINING AGREEMENT**

Agreement entered into this 20<sup>th</sup> day of April 2004 by and between Florida SMACNA, Inc. and each business establishment individually, whether represented by a contractor association or not, hereinafter referred to as the Employer, and Local Unions No. 15, 32, 435, and 441 of Sheet Metal Workers' International Association, hereinafter referred to as the Union for the State of Florida.

### **Article I**

**Section 1.** Scope. This Agreement covers the rates of pay, rules and working conditions of all employees of the employer engaged in the fabrication, erection, installation, repairing, replacing, and servicing of all residential heating and air conditioning systems and the architectural sheet metal work on such structures.

**Section 2.** Definitions.

(a) **RESIDENTIAL.** Residential is defined as applying to work on single family dwellings, multiple family housing units, apartments, condominium homes, and that section of hotels and motels containing sleeping units. When working on condominiums, apartments, and hotel units, incentive rates may be used for the individual units but where riser ducts are installed and exhaust fans are installed on roofs, the hourly wage rate of the commercial agreement will be used. Work on any other portion of the common areas of the building will be performed at the hourly wage rate of the commercial agreement. Neither this contract nor the incentive rate will apply to condominiums constructed with funding from Union pension funding real estate investment as those projects are required to be union only. Thus, on those projects, the commercial building trades rates will apply.

(a) **RESIDENTIAL AGREEMENT.** The terms set forth in this Residential Agreement constitutes the entire Collective Bargaining Agreement between the parties governing residential work.

### **Article II**

**Section 1.** Employees.  
The Employer agrees that none but residential journeymen, residential trainees, and residential shop fabricators shall be employed on any work described in this Agreement except other building trades members may be voluntarily employed and paid residential wage rates while performing such work.

**Section 2.** The Residential Journeyman shall decide if he wants to work alone or with a Residential Trainee. Both the Residential Journeyman and the Residential Trainee are employees of the Employer. If the Residential Journeyman wants to work with a Trainee, the total incentive rate shall be split between the Journeyman and Trainee. Journeyman: 75%; Trainee: 25%.

**Section 3.** When warranty work is involved, if the installation is damaged, the Employer will cover the cost of repair/replacement. If the system is incorrectly installed, the employee who installed it will be responsible for making the installation correct.

### **Article III**

**Section 1.** The Union agrees to furnish upon request duly qualified residential journeymen, residential trainee and residential shop fabricators 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. Hiring is to be performed in accordance with the hiring procedure existing in the area. The Employer shall have the right to reject any applicant for employment. Should the Union be unable to furnish applicants for employment within 48 hours after receiving written notice from the Employer, then the Employer may hire employees elsewhere. The Employer must also notify the Local Union Office in writing of any such employee hired along with their name, hire date, social security number, classification and wage rate. The Employer will send the new Employee to the Union office to fill out all the required paper work.

### **Article IV**

#### **Section 1.**

##### **Wage Rates**

Wage rates and pay under this standardized incentive system shall be used throughout the state of Florida. Installation of this work will be performed either under the hourly rates listed below or under the following standardized incentive system:

#### **Section 2. Incentive system**

<b>Job Description</b>	<b>Installation Cost</b>	
<b>New Equipment with New Prefabricated Duct Work</b>		
Install Equipment, Ref Lines and up to 5 Supply Ducts	\$480.00	(Rough In: \$305.00) (Start Up: \$175.00)
Additional Ducts, each (per run)	\$ 25.00	

**Removal Charges**

Removal of Existing Equipment	\$ 40.00
Removal of Existing Duct Work:	
Removal of Fiberglass & Flex, per Duct (each run out)	\$ 7.00
Removal of Metal Duct Work (each run out)	\$ 10.00

**New Duct Work Only**

Installation of Rectangular Sheet Metal	
Duct per linear foot (excluding plenum)	\$ 7.00
Installation of Rectangular Fiberglass Duct per linear foot (excluding plenum)	\$ 7.00
Installation of Flex Duct per linear foot	\$ 1.00
Per grill	\$ 5.00
Round Pipe per linear foot	\$ 5.00
Up to 8' of Flex to grill box	\$ 25.00

Fiberglass and Flex, per Duct per run	\$ 25.00
Fire Dampers with duct access door	\$ 50.00

Note: When installing a unit and a plenum, the plenum is part of the unit. When there is no unit installation, the plenum is part of the duct system (i.e. cost per liner foot)

**New Equipment (air handler; condenser)**

1.5 ton through 3 ton	\$140.00
3.5 ton through 5 ton	\$200.00

**Replacement of Split Systems**

1.5 ton through 3 ton	\$180.00
3.5 ton through 5 ton	\$240.00
Horizontal additional cost	\$100.00

**Upgrade Split Systems**

1.5 ton through 3 ton	\$280.00
3.5 ton through 5 ton	\$340.00
Horizontal additional cost	\$100.00

**Air Handler Replacement**

1.5 ton through 3 ton	\$100.00
3.5 ton through 5 ton	\$120.00
Coil only vertical	\$ 40.00
Coil only horizontal	\$ 60.00

**Condensing Unit Replacement**

1.5 ton through 3 ton	\$ 60.00
3.5 ton through 5 ton	\$ 90.00

**Additional Charged**

Gas Furnace	\$ 75.00
Ref lines up to 50 feet	\$ 30.00
1 1/8" Lines up to 50'	\$ 40.00
New base for A/H	\$ 30.00
New Condensate Pump	\$ 20.00
Condensing Unit on Roof (contractor sets unit)	\$ 25.00
Smoke Detector	\$ 10.00
Heat Recovery Unit	\$ 50.00
Exhaust Fans	\$ 25.00
Ultraviolet Lights	\$ 10.00
Electrostatic Cleaners	\$ 25.00
Exhaust Duct (10' max.)	\$ 25.00
Exhaust Vents	\$ 25.00

**Package Units**

1.5 ton through 3 ton	\$150.00
3.5 ton through 5 ton	\$180.00
Wall Mount (Bard-type)	\$220.00
Extended Slab or New Slab	\$ 30.00
Duct Conversion	\$ 75.00
Metal Stand on Wall or Roof	\$ 75.00

**All installations include hook up of thermostat, condensate drain, clear drain line, replacement of condensate pump, electric from disconnect to unit, Freon recovery, vacuum system, filters when necessary.**

**Note: Grill Installation optional at \$5.00 per grill**

**Trip charge at \$20.00 per trip**

**Section 3. (a)** As an alternative to the standardized incentive system, Employees may be paid by a minimum hourly rate as follows:

**Residential Journeyman**

Base Wage \$14.50

**Residential Shop Fabricator.** Any shop pre-assembly/fabrication will be performed by a residential shop fabricator.

Base Wage \$11.50

**Residential Trainee**

Base Wage \$ 8.50

- (b) When paying an hourly rate, no overtime will be paid until forty (40) hours have been worked. A rate of one-and-one-half times the hourly wage rate will be paid after forty hours have been worked.

**Section 4.** Wages at the established rates specified herein shall be paid weekly in the shop or on the job at or before quitting time on any day Monday through Friday of each week, and no more than seven (7) calendar days pay will be withheld. Alternative payroll procedures, i.e. electronic and/or automatic deposit may be negotiated locally. However, employees when discharged shall be paid in full.

**Section 5.** Paid Holidays and Vacation. Paid holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas day. After one year of employment, the employee will receive one week of paid vacation.  
Base wage rate only will be paid for vacation pay.

**Article V**

**Section 1.** Fringe Benefits. The Employers agree to contribute the amounts per hours worked set forth herein to the following funds:

- (a) Remittance of fringe benefits under the incentive program shall be based on a percentage of the cost of the piece.

Journeyman: 17%;  
Trainee: 26%

(Example: Installation of equipment, refrigeration lines and up to 5 supply ducts: Installation cost: \$480

If the journeyman is working alone, the fringes would be: \$81.60 split among the various funds.

If the journeyman is working with a trainee, the fringes, like the wages, are split 75% for the journeyman; 25% for the trainee thus:

Installation cost: \$480. Journeyman pay: 75% x \$480.00 = \$360.00  
Trainee pay: 25% x \$480.00 = \$120.00

Journeyman fringes: 17% x \$360.00 = \$61.20  
Trainee fringes: 26% x \$120.00 = \$31.20)

- (a) Remittance of fringe benefits under the hourly system: as follows

**Residential Journeyman**

Base Wage	\$14.50
Medical Fund*	1.50
NPF	1.00
NSSP (voluntary)	
JATC	.10
ITI	.12
NEMI	.03
SMOHI	.02
Industry Fund	.23

**Total Contractual Expense** **\$17.50**

**Residential Shop Fabricator**

Base Wage	\$11.50
Medical Fund*	1.50
NPF	1.00
NSSP (voluntary)	
JATC	.10
ITI	.12
NEMI	.03
SMOHI	.02
Industry Fund	.23

**Total Contractual Expense** **\$14.50**

**Residential Trainee**

Base Wage	\$8.50
Medical Fund*	1.50
NPF	1.00
NSSP (voluntary)	
JATC	.10
ITI	.12
NEMI	.03
SMOHI	.02
Industry Fund	.23

**Total Contractual Expense** **\$11.50**

\* Coverage to be provided on a single only basis unless there are sufficient dollars in the  
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participants' medical fund dollar bank to obtain family coverage. The amount of dollars in order to obtain either single or family coverage will be established by the Board of Trustees of the Medical Fund.

**Section 2.** Work assessment. Upon receipt of a signed individual authorization from any employee covered under this agreement who is a Union Member or applicant for Union membership, the Employer shall deduct from such employee's earnings, payment for Union dues, including such portion of membership dues as are classified as working assessments, i.e. a fixed percentage or a fixed hourly rate as may be specified in the individuals authorization.

Subject to applicable law, such authorization shall be irrevocable for a period of one year or until the termination of this Agreement, whichever is sooner. To revoke, an individual must send notice simultaneously, by registered or certified mail, to the Employer and to the Union, said letter being postmarked between ten (10) and twenty (20) days prior to either the anniversary date of this Agreement or the anniversary date of the individual's authorization, whichever occurs sooner.

Deductions from base wage rate:

Work Assessment check-off..... 2% of gross wages

**Section 3.** (a) Employers shall contribute the amounts set forth herein and make payments to the following funds for purposes of collection and transmittal through the designated agency: Medical Fund, National Pension Fund, Sheet Metal Workers' National Supplemental Savings Plan, the International Training Institute, National Energy Management Institute Committee, Sheet Metal Occupational Health Institute Trust, Local Joint Apprenticeship and Training Trust Fund, Florida SMACNA Sheet Metal Industry Fund, the Industry Fund for the United States, and work assessment check-off.

(b) The parties to this Agreement, and all employers covered thereby, agree to be bound by all of the terms of the Trust Agreements governing the establishment, administration and operation of the Trust Funds referred to in this Agreement as amended from time to time, and further agree to be bound by all of the actions, rules, and regulations heretofore and hereafter adopted by the Trustees in accordance with the Trust Agreements. The parties to this Agreement and all employers covered thereby, hereby accept as trustees, the Trustees appointed under and in accordance

with each such trust agreement, and all succeeding trustees as shall have

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been or will be appointed under and in accordance with each such trust agreement.

(b) The trustees or administrators of the several funds (to which payments are required to be made by Employers under this Agreement) may, for the purpose of collecting any payments required to be made to such funds, including damages and costs, and for the purpose of enforcing rules of the Trustees concerning the inspection and audit of payroll records, seek any appropriate legal, equitable and administrative relief. They shall not be required to invoke or resort to any grievance or arbitration procedure which may otherwise be provided for in the Agreement.

(b) The Employer shall pay all Fund Contributions and Check-off and submit a remittance report to the designated depository of the respective Trustees or Administrators by the 20<sup>th</sup> of the month following the month when covered employment was performed. Failure to file that report shall constitute a delinquency in violation of the Employers obligation under this Agreement.

## **Article VI**

**Section 1.** Employees covered under this agreement shall provide for themselves all necessary tools. The Union and the Employer shall establish a standardized tool list, which shall be set forth as follows:

### **Tool**

RH Aviation Snips	Hack Saw
Sheet Metal Hammer	Chalk Box
Bull Snips	12" Adjustable Wrench
Hand Seamers	Drift Pin
Tri-square	Torpedo Level
Tape Measure	C-Clamp Vice Grips
Scratch Awl	3/8" Socket Set
Plum Bob	Side Cutters
Straight Vice Grips	Duct Knives
End Wrenches	Panduit Gun
Tool Pouch	Sawzall
LH Aviation Snips	Drill
Whitney Punch	Staple Gun
Dividers	Pipe Crimping Tool
Knife	PVC Cutter

Screw Drivers  
10' Ladder

Set of Torches  
Gauges

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Allen Wrenches  
De-Coring Tool  
Electrical Meter (Amp Probe)  
Copper Tubing Cutter  
Wire Strippers  
Nut Drivers

Swaging tool  
Rope and Pulley System  
Wire Snake  
Thermometer (digital or electrical)  
Scale  
Vacuum Pump

**Section 2.** Employers will furnish the following equipment:

**Item**

Refrigerant Recovery System  
Ladders above 10'  
Scaffolding  
Lift Equipment  
Rental Equipment  
Concrete Removal Equipment  
Drill Bits  
Screw Chucks

**Article VIII**

**Section 1.** The Employer has the right to establish work schedules for the performance of this work. Such schedules may be posted by the Employer and changed as necessary.

**Section 2.** When working on single family houses, multi-family houses, condominiums, apartments, hotel units, Employers may use laborers or material handlers to deliver materials to the individual units. After the materials are delivered to the unit, the incentive rate begins to be paid with their installation.

**Section 3.** Employees have the obligation to perform the work as outlined in this agreement.

**Article IX**

**Section 1.** Employees covered by this Agreement shall be required, as a condition of employment, to furnish the use of a vehicle or other conveyance to transport men, tools, equipment or materials from shop to job, from job to job, or from job to shop. Employees may be required to pick up materials with his own vehicle. Employees are required to be legally entitled to operate a vehicle. They will possess a valid driver's license, a satisfactory

driving record and required insurance on their vehicle. When the Employee uses his own vehicle for deliveries, he will be paid \$20.00 per trip.

## **Article X**

### **Grievance Procedure**

The Union and the Employer, whether party to this Agreement independently or as a member of a multi-employer bargaining unit, agree to utilize and be bound by this Article.

**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. Both parties may participate in conferences through representatives of their choice. The local Employers' Association or the Local Union, on its own initiative, may submit grievances for determination by the Board as provided in this Section. The grievance procedure set forth in this Article applies only to labor-management disputes.

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 the 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 where the work was performed or in the jurisdiction of the Employer's home local 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 or Local Joint Adjustment Board. The Board shall consist of representatives of the Union and of the local Employers' Association and both sides shall cast an equal number of votes at each meeting. 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 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

\*All correspondence to the National Joint Adjustment Board shall be sent to the following address:

al Joint Adjustment Board, P.O. Box 22056, Chantilly, VA 20153-0956 or 4201  
ette Center Drive, Chantilly, VA 20151-1209

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Management Co-Chairman of the National Joint Adjustment Board. Appeals shall be mailed to the National Joint Adjustment Board.\* Notice of appeal to the Panel shall be given within thirty (30) 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.

In establishing the grievance procedure of this Agreement, it was the intent of the Union and the Association to establish a method for resolving grievances permitting appeals for out-of-area Employers from the grievance arbitration procedures established for the territory in which work is performed. An Employer 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 from that area, including a unanimous decision, as well as a decision of any alternative arbitration tribunal established for that area, 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. Such a right of appeal shall exist despite any contrary provision in the agreement covering the area in which the work is performed.

For the purposes of this Section, an Employer who is party to the Labor Agreement of the area in which the work in dispute is performed, but has no permanent shop within the area served by the Local Joint Adjustment Board that rendered the unanimous decision, shall also be entitled to appeal a deadlocked or unanimous Local Joint adjustment Board decision, and request a Panel hearing.

**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. The Procedural Rules of the National Joint Adjustment Board are incorporated in this Agreement as though set out in their entirety.  
(Copies of the procedures may be obtained from the National Joint Adjustment Board.\*)

**Article XI.****Travel**

The Employer may take as many workers as needed to perform the job when performing work out of the local area.

**Article XII**

- Section 1.** This Agreement shall become effective on the 20th day of April, 2004 and remain in full force and effect until the 28th day of February, 2007 and continue in 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 conferences relating thereto have been terminated by either party by written notice.
- Section 2.** Each Employer hereby waives any right it may have to repudiate this Agreement during the term of this Agreement, or during the term of any extension, modification or amendment to this Agreement.
- Section 3.** By execution of this Agreement the Employer authorizes Florida SMACNA, Inc. to act as its collective bargaining representative for all matters relating to this Agreement. The parties agree that the Employer will hereafter be a member of the multi-employer bargaining unit represented by said Association unless this authorization is withdrawn by written notice to the Association and the Union at least one hundred and fifty (150) days prior to the then current expiration date of this Agreement. In witness whereof, the parties hereto affix their signatures and seal this 20th day of April 2004.
- Section 4.** The parties to this Agreement will continually monitor the effectiveness of this Agreement and will endeavor to modify, where necessary, contract terms that become non-competitive to either party during the term of this Agreement. Labor-Management meetings will be held upon request and by mutual consent.

Florida SMACNA, Inc.

SMWIA Local Unions No. 15, 32, 435,  
and 441

By:

By:

\_\_\_\_\_  
Ernie Tammaro, President

\_\_\_\_\_  
Michael J. Jeske Business Manager,  
Local #15

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Larry Stewart, Business Manager, Local  
#32

\_\_\_\_\_  
(Signature & Title of Officer  
or Representative)

\_\_\_\_\_  
John C. Parker, Business Manager,  
Local #435

\_\_\_\_\_  
Robert Payne, Business Manager, Local  
#441

