

Sheet Metal Workers' International Association Local Union 83 AFL-CIO

718 Third Street Albany, New York 12206

June 1, 2016

Bolding denotes changes

Dear Building Trades Member:

Contract Changes 6/1/2016

On Thursday, May 31, 2016 the body (31 members present) voted to accept the recommendation and approve what the negotiating committee had accepted. They then allocated the \$1.40 rate increase due June 1st. Listed below are the new rates.

WAGE RATES 6/1/16 - 5/31/17

Wage Nat'l Pension ITI/NEMI/SMOHIT	\$33.27 \$12.14 \$.17	(+\$0.92) (+\$0.79)	
Health & Welfare Apprenticeship (Building Funding) National Industry Fund Local Industry Fund	\$ 9.38 \$.72 \$.12 \$.47	(- \$1.00) (+\$0.15)	
Annuity Trust Fund	<u>\$ 4.51</u>	(+\$0.50)	
SASMI ## TOTAL PACKAGE	<u>\$ 1.78</u> \$ 62.56	(+ \$0.04)	
IVIAL PACIMOL	4 02.00		

* Deduct After Taxes!!!

*Youth to Youth \$.20 *PAL \$.04 *Equality \$.47

*WORKING ASSESSMENT -- Local 83 <u>Journeymen</u>

Total Package (\$62.56) x number of hours worked x 1.7% + \$.16 per hour

OR \$1.22 per hour

*WORKING ASSESSMENT - Local 83 1^{st} thru 5^{th} year Apprentices

Total Package (Varies – see spreadsheet) x hours worked x 1.3% + \$.16 per hour

NOTE- Actual SASMI rate is 3% of the base hourly rate plus contributions to all pension, annuity and health & welfare funds.

The increase for 6/1/2017 is \$1.50p/h.

The increase for 6/1/2018 is \$1.60 p/h.

Other information your payroll dept. should be aware of:

Shift differential is 10% above the normal hourly rate.

APPRENTICE GRADUATED WAGE SCALE

 1^{st} , 2^{nd} , 3^{rd} and 4^{th} term apprentices do not participate in our annuity program. The $\frac{$4.51}{p/h}$ contribution into the Annuity is added to the base wage before the wage percentage is applied, therefore, their percentages are based on $\frac{$37.78 p/h}{p}$.

 1^{st} term – 49%; 2^{nd} term – 53%; 3^{rd} term – 55%; 4^{th} term – 57% (see paragraph above for the correct calculation)

 5^{th} term - 62%; 6^{th} term - 65%; 7^{th} term - 70%; 8^{th} term - 75%; 9^{th} term - 80%; 10^{th} term - 85%. (based on \$33.27 p/h)

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Page 2

Other changes:

Carfare – Mileage is adjusted to the **2016 IRS Allowance**, listed at **\$0.54 p/m** - **Effective 6/1/16)**. The free zone is to remain at 30 miles each way as in the previous contract.

Room and Board is to remain as in previous contract (\$81.00 per night).

Light Commercial raise A working B- To be updated later. New Rates will be provided upon request.

Foreman scale Remains as noted below:

No. of Men on Job	No. of Foremen		New
0-2	1*	\$1.50	*After 80 hours
3-4	1	\$2.25	Atter 60 Hours
5-13	1	\$3.00	
14-20	1 Foreman	\$3.25	
	1 Gen. Foreman	\$4.00	
Shop	1	\$2.20	Regardless of No. of men working
Drafting	1	\$1.90	l l l l l l l l l l l l l l l l l l l

Two (2) man foreman rule to apply to any field work lasting longer than eighty (80) hours of installation at one (1) job site, even in multiplex situations (buildings) with multiple jobs. With work lasting over eighty (80) hours, foreman rate will be paid retroactive for the entire hours worked.

When working on a task that requires Haswoper training the Member will receive a \$1.00 p/h premium.

SHOP STEWARD

- (a) There shall be a Union Steward on all jobs as well as in the shop, during all working hours where two (2) or more employees are employed; the Steward may not be transferred without notice and approval of the Business Manager.
- (b) The Employer, or duly authorized representative, shall notify the Union Business Office and Steward seventy-two (72) hours in advance (excluding weekends and holidays) of laying off a duly appointed Steward.

If a dispute arises as to the proper performance of a Steward's duties, the Steward will remain on the job until a Local Joint Adjustment Board hearing takes place, within seventy-two (72) hours whenever possible, excluding Saturdays, Sundays, and Holidays. Unless the dispute is promptly resolved, it shall be resolved in accordance with Article X of this Agreement.

If either party fails to meet, such party shall be liable for one day's pay to the employee for each working day lost and another meeting shall be scheduled within twenty-four (24) hours; above mentioned penalty to be imposed upon the party not showing up for the meeting. This procedure shall be followed until the meeting is held.

The Steward shall be the second from the last man on the job or in the shop. In the event of a temporary shutdown, if the Steward is not the second man rehired on the job or in the shop, the Union shall have recourse to a grievance hearing under Article X; such hearings shall be held seventy-two (72) hours (exclusive of weekends and holidays) of the time the Steward is not rehired, and the same penalty as above shall apply. Steward shall be notified by the Employer when overtime work is necessary and given the name of the employees working overtime. The steward will be given first refusal for participation in any overtime.

Other items now in contract:

Members are required to sign up for classes on a yearly basis.

If a members shows up on a jobsite or shop without the proper tools the employer has a right to send them home without any compensation.