FOOD SERVICE AND/OR BEVERAGE DISPENSING EQUIPMENT - KITCHEN HOOD ADDENDUM

TO THE STANDARD FORM OF UNION AGREEMENT

SECTION I. This Addendum covers the rates of pay, rules and working conditions of all employees of the Employer engaged in the manufacture, fabrication, assembly, handling, erection, installation, dismantling, reconditioning, adjustment, alteration, repairing, servicing, and all shop and field sketches used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches, and all other work in connection with or incidental to food service and/or beverage dispensing equipment and kitchen hoods included in the jurisdictional claims of Sheet Metal Workers' International Association.

SECTION II. The Employer agrees to be signatory and abide by all terms and conditions of the SMWIA local building trades collective bargaining agreement (CBA) for the local union having jurisdiction where the Employer's home office is located, unless specifically modified by this Addendum.

SECTION III. Employers who are signatory to this Addendum will not be required to equalize wages on any custom or catalog kitchen equipment items.

SECTION IV. In the case of work being performed on new construction or existing and occupied buildings in a local union's jurisdiction, other than the Employer's home jurisdiction, the Employer may employ up to a total of four (4) Building Trades Journeymen / Classified Workers not to exceed a ratio of one (1) Journeymen to one (1) Classified Worker, from outside the local union's jurisdiction where the equipment is to be 'installed.

SECTION V. This Addendum, at the sole discretion of the General President may be terminated at anytime for failure of the Employer to make timely fringe benefit contributions to any trust fund required under the terms of the home area or jobsite CBA and related addenda.

SECTION VI. This Addendum in no way relieves any individual member of his/her obligation of reporting in to the jobsite local union. This is in accordance with Article 16, Section 10(a) of the Constitution and Ritual of the Sheet Metal Worker's International Association as amended August, 2009.

SECTION VII. This Addendum signed the _____ day of ______, 20___, shall remain in full force and effect for one year and shall continue in full force and effect from year to year thereafter so long as the Employer is bound to the local CBA, or until the Union gives the Employer at least thirty (30) days notice in writing that it is terminating this Addendum for cause, or by mutual agreement of the parties in writing to terminate this Addendum.