

COLLECTIVE BARGAINING AGREEMENT



&

AMARILLO/LUBBOCK WEST TEXAS INDEPENDENT CONTRACTORS

JUNE 1, 2024

Through

May 31, 2028

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**STANDARD FORM OF UNION AGREEMENT
AMARILLO/LUBBOCK AND COUNTIES
SHEET METAL, ROOFING, VENTILATING & AIR CONDITIONING
CONTRACTING DIVISIONS OF THE CONSTRUCTION INDUSTRY**

PREFACE

Agreement entered into 1st day of June 2024, by and between the Amarillo/Lubbock-West Texas Independent Contractors hereinafter referred to as the Employer, and INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL AND TRANSPORTATION (SMART) LOCAL UNION NO. 49, hereinafter referred to as the Union; for Dallam, Sherman, Hansford, Ochiltrie, Lipscomb, Hartley, Moore, Hutchinson, Roberts, Hemphill, Oldham, Potter, Carson, Gray, Wheeler, Deaf Smith, Randall, Armstrong, Donley, Collingsworth, Parmer, Castro, Swisher, Briscoe, Hall, Childress, Bailey, Lamb, Hale, Floyd, Motley, Cottle, Cochran, Hockley, Lubbock, Crosby, Dickens, King, Yoakum, Terry, Lynn, Garza, Kent, Stonewall, Gaines, Dawson, Borden, Andrews, Martin, Howard, Loving, Winkler, Ector, Midland, Glasscock, Ward, Crane, Upton and Reagan Counties of Texas.

**ARTICLE I
JURISDICTION**

SECTION 1. SCOPE OF WORK

THIS agreement covers the rates of pay and conditions of employment of all employees of the Employer engaged in but not limited to:

- (a) the manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or non-ferrous metal work, whether architectural, heating, ventilating, air conditioning, and all other materials used in lieu thereof and of all HVAC systems, air conveyor systems, exhaust systems and air-handling systems, regardless of material used including the setting of all equipment and all reinforcements in connection therewith;
- (b) all lagging over insulation and all duct lining;
- (c) testing and balancing of all air-handling equipment and ductwork;
- (d) the preparation of all shop and field sketches whether manually drawn or computer assisted used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches;
- (e) metal roofing;
- (f) and all other work included in the jurisdictional claims of SMART.

**ARTICLE II
SUBCONTRACTING**

SECTION 1. SUBCONTRACTING

No Employer will 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 fails to agree in writing to comply with the conditions of employment contained herein including, without limitations, those relating to union security, rates of pay and working conditions, hiring and other matters covered hereby for the duration of the project.

SECTION 2. PREFABRICATION

Subject to other applicable provisions of the Agreement, the Employer agrees that when subcontracting for prefabrication of materials covered herein, such prefabrication will be subcontracted to fabricators who pay their employees engaged in such fabrication not less than the prevailing wage for comparable sheet fabrication, as established under provisions of the Agreement.

SECTION 3. PREVAILING WAGE RATES

Whenever prevailing wage rates and benefits are predetermined by Federal and State Agencies and have more favorable conditions than those set out in this agreement, then the Federal or State wage and benefit rate shall prevail.

**ARTICLE III
EMPLOYMENT / RATIOS**

SECTION 1. EMPLOYMENT

The Employer agrees that none but sheet metal journeymen, registered apprentice and pre-apprentice sheet metal workers (including Service & Controls technicians) will be employed on any work described in Article I and will be paid as such regardless of the type of work the employee is directed to do. Trust Fund contributions, deductions and conditions will be applicable to all hours for which the employee works, except travel time which occurs after the employee has accumulated eight (8) hours of work/travel in a day. Further, for the purpose of proving jurisdiction, the Employer agrees to provide the Union with written evidence of assignment on the Employer's letterhead for certain specified items of work to be performed at a job site prior to commencement of work at the site. A list of such specific items, which may be revised from time to time, as agreed to by Amarillo/Lubbock-West Texas Independent Contractors and SMART Local 49, will be provided to the Employer.

SECTION 2. QUALIFIED AND EXPERIENCED WORKERS

Maintaining a high level of skill and craftsmanship and providing a pool of qualified and experienced workers in the Sheet Metal Industry are among the two most important functions of the Union. It is recognized that the successful carrying out of those functions by the Union is beneficial to both the workers and the Employer in the industry. To that end, the Union agrees to exercise the utmost care in maintaining a high level of skill and craftsmanship among members. Continuing education will be encouraged for all Employees in order to address the needs of our rapidly changing Industry.

SECTION 3. LOCAL #49 AS THE SOURCE FOR OBTAINING EMPLOYEES

The Employer recognizes Local #49 as the source for obtaining employees who perform any of the duties described in Article I of this Agreement.

SECTION 4. JOB OPENINGS

In hiring employees, the Employer agrees to notify the Union of all job openings for positions covered by the Union's Jurisdiction at least seventy-two (72) hours before the workers are required. In return, the Union agrees to refer to the Employer qualified and experienced workers in so far as they are available, to be considered by the Employer in filling such positions.

SECTION 5. JOB APPLICANTS

It is agreed that the Employer may hire such job applicants who are qualified skilled crafters when the applicants are otherwise satisfactory to the Employer.

SECTION 6. JURISDICTION

The Employer agrees that none but journeyman sheet metal workers, registered apprentices and pre-apprentices will be employed on any work described in Article I.

**ARTICLE IV
OBLIGATION**

SECTION 1. OBLIGATION

The Union agrees to furnish, upon request by the Employer, duly qualified sheet metal journeymen, registered apprentices and pre-apprentices, in sufficient numbers as may be necessary to properly execute work contracted by the Employer in the manner and under the conditions specified in this Agreement. When the Union is unable to furnish sheet metal workers within two working days (Monday through Friday), the Employer may secure sheet metal workers from any source available.

SECTION 2. CERTIFICATION OF INSURANCE

All Employers shall furnish Local 49 certification of insurance covering public liability and worker's compensation and bonding.

**ARTICLE V
MEMBERSHIP (UNION) REQUIREMENT / HIRING PROCEDURE**

SECTION 1. CONDITIONS

The Employer agrees to require membership in the Union, as a condition of continued employment of all employees performing any of the work specified in Article I of this Agreement, within eight (8) days following the beginning of such employment or the effective date of this Agreement, whichever is the latter, provided the Employer has a reasonable ground for believing that membership is available to such employees on the same terms and conditions generally applicable to other members and that membership is not denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership.

SECTION 2. RECOGNITION

The Union may request recognition as the exclusive collective bargaining agent for all employees employed by the Employer in the classifications and geographic jurisdiction covered by this Agreement, whether or not they are members of the Union. In determining whether the union has the support of a majority of the Employer's

employees, such showing may be based upon either a majority of those employed at the time such recognition is requested, or, a majority of those eligible to vote under the National Labor Relations Board's Steiny-Daniel formula. No later than eight (8) days following the Union's request, the Employer shall review employees' authorization cards submitted by the Union in support of its claim to represent and have the support of a majority of such employees. If a majority of the employees has designated the Union as their exclusive collective bargaining representative, the Employer will recognize the Union as such majority representative of all employees in the classifications and geographic jurisdiction covered by this Agreement. The Employer shall not file or cause the filing of a petition for election or unfair labor practice charge with the National Labor Relations Board in connection with any demands for recognition provided for here. Article X of this Agreement shall be the sole and exclusive means of resolving any dispute concerning this provision.

If during the term of this Agreement, the Labor-Management Relations Act of 1947 shall be amended by Congress in such manner as to reduce the time within which an employee may be required to acquire Union membership, such reduced time limit shall become immediately effective instead of and without regard to the time limit specified in Section 1 of this Article.

The provisions of this Article shall be deemed to be of no force and effect in any state to the extent to which the making or enforcement of such provision is contrary to law. In any state where the making and enforcement of such provision is lawful only after compliance with certain conditions precedent, this Article shall be deemed to take effect as to involved employees immediately upon compliance with such conditions.

The Employer agrees to deduct the appropriate amount for dues, assessment or service fees (excluding fines and initiation fees) from each week's pay of those employees who have authorized such deductions in writing, irrespective of whether they are Union members. Not later than the 10th day of each month, the Employer shall remit to the designated financial officers of the International Association of Sheet Metal, Air, Rail and Transportation Workers' and the Local Union the amount of deductions made for the prior month, together with a list of employees and their social security numbers for whom such deductions have been made.

SECTION 3. HIRING PROCEDURE

The following provides for a system of recruiting applicants for employment on a nondiscriminatory basis.

A. Qualified Craftsman

For the purposes of these hiring procedures, the term "journeyman" shall refer to sheet metal worker journeymen. Employers shall employ only:

- Journeymen
- Registered apprentices and pre-apprentices

Journeymen shall be qualified for employment who (1) have successfully completed a sheet metal apprenticeship program registered with the United States Department of Labor, Bureau of Apprenticeship and Training or State Apprenticeship Council, or (2) have a current Certificate of Competence issued by a state or local government and at least four (4) years actual practical, working experience at the sheet metal trade, or (3) have successfully completed a skill identification examination demonstrating a sufficient degree of skill and training to be a Journeyman Sheet Metal Worker and have at least four (4) years actual practical working experience at the sheet metal trade.

B. Hiring

The Employer recognizes Local 49 as a source for obtaining employees who perform any of the duties described in Article I of this agreement and in return the Union agrees to provide the Employer a pool of registrants to be considered by the Employer in filling such positions. The Employer agrees to hire exclusively from the pool of registrants provided by the Union, without regard to the place of the individual applicants within the pool, provided qualified applicants as defined above are available. The Employer may refuse to hire from the provided pool of qualified registrants for good cause. In that event, the Employer shall notify the Union in writing of the reason why each available registrant is unacceptable, and the Employer's refusal to hire from the pool shall be subject to review and resolution pursuant to Article X of this Agreement.

1. (Employers requesting a list of registrants from the Union, shall specify:

- (a) Number of workmen required to man the job.
- (b) Location of project.
- (c) Nature and type of construction involved.
- (d) Work to be performed.
- (e) Whether a Journeyman's License is required by the Contractor
- (f) Any other specific requirements associated with the work

2. Applicants for employment shall register with the Union, provided however, that no registration shall be accepted from a person currently employed in the sheet metal trade.

3. Service Fee Provision:

All registration pool applicants must pay a monthly registration fee equal to the amount of three (3) times the Journeyman total hourly wage and benefit package. Service fees are due and payable before the first day of each month. Registrants who fail to pay their fees by the first day of the month will have their name removed from the registration pool. Members in good standing are excluded from the provisions of this paragraph.

C. Registration Facilities shall be available between the hours of 8:00 a.m. and 4:30 PM, Mountain Time, Monday through Friday, holidays excepted. Applicants will be registered in order as they appear for registration.

D. Discharge: Employers agree to provide a written notice of termination to every employee discharged. Termination slips shall be used and executed by an authorized Contractor Representative and a copy shall be provided to the Employee and the Local Union. Employers agree to discharge employees for just cause.

The Union and the Contractor shall post in places where notices to all employees and applicants for employment are customarily posted, all provisions relating to the functioning of the hiring provision of this Agreement.

E. Joint Hiring Committee

The Local Joint Adjustment Board, as provided for under Article X of this Agreement, shall serve as the Joint Hiring Committee and actions taken or deadlocked questions shall have the same recourse as provided for in the grievance procedures. The Joint Hiring Committee is empowered to:

- (1) Establish any and all rules and regulations from time to time that it deems advisable for the operation of the registration system.
- (2) Properly post the rules and regulations at the Union office or job site.
- (3) Establish an examination designed to evaluate the skills and training of sheet metal workers and certify examined registrants as qualified.
- (4) To hear and determine any and all disputes or grievances arising out of the registration system including, but not limited to, grievances arising from out-of-work registration, and the preparation of the registration pool.

Any applicant or registrant shall have the right to appeal any dispute or grievance arising out of and relating to the operation and functioning of the registration system to the Joint Hiring Committee. When any job applicant is aggrieved for any reason related to the operation of the registration system, the aggrieved may, within ten (10) days following the occurrence of the event constituting the basis for his grievance, file a written and specific statement of his grievance with (a) the Union representative in charge of the registration system against which he is complaining, and (b) any contractor signatory to this Agreement. Grievances shall thereafter proceed in accordance with Article X of this Agreement.

- (5) Determinations of the Joint Hiring Committee shall be made without regard to an applicant's membership or non-membership in the Union.

F. Apprentices and Pre-apprentices

Employment of apprentices and pre-apprentices shall be governed by the provisions of the Joint Apprenticeship and Training Committee as provided for in other provisions of this Agreement.

Apprentices and Pre-Apprentices will be referred under a closed hiring system, meaning first in and first out. Contractors will not be allowed to request apprentices or pre-apprentices by name. Apprentices or pre-apprentices may be recalled without regard to their position on the out of work list. Apprentices or pre-apprentices will retain their position on the list for up to 14 days after referral to allow a short call provision. If an apprentice refuses a call, their name will be placed at the bottom of the list and the situation reviewed by the Joint Apprenticeship and Training Committee.

G. Right to Inspection

The Joint Hiring Committee shall have the right at any time to inspect the records pertaining to the operation of the registration system and make any investigation necessary to satisfy the committee that the terms of this Article are being fully complied with. Any information contained in these records that is on file in the Union Hall shall be made available, in writing, to any signatory Contractor upon request.

H. Save Harmless

Should the Contractor or the Union violate or fail to comply with any of the terms or conditions of these Articles by discrimination or otherwise and thereby extend liability to the other, the non-complying party shall reimburse the other for and save it harmless from any and all costs, fees, wages or other charges incurred by reason of such activity.

I. Saving Clause

The above hiring provisions have been entered into in order to comply with provisions and procedures as set forth by the National Labor Relations Board. Upon any Board or Court decision or administrative ruling modifying or changing these provisions, either party to this Agreement shall have the right to reopen negotiations pertaining to the hiring provisions by giving the other party thirty (30) days written notice.

**ARTICLE VI
WORK DAY – OVERTIME – SHIFT WORK – NOTIFICATION – HOLIDAYS-PTO**

SECTION 1. WORKDAY

- (a) The regular Working day shall consist of eight (8) or ten (10) hours of labor in the shop or on the job between six (6) a.m. and six (6) p.m. and the regular working week shall consist of five (5) consecutive eight (8) or four (4) consecutive ten (10) hour days labor in the shop or on the job, beginning with Monday and ending with Friday each week. All hours worked from Monday through Friday, exclusive of designated holidays, shall be paid at regular time until the sum of such hours worked during the Employees' weekly pay period exceeds forty (40) hours. At the point of reaching forty (40) hours, all hours in excess of forty (40) shall be paid as overtime (1-1/2 times the base pay with regular fringes). The Employer agrees to endeavor to work the Employees during regular eight (8) or ten (10) hour workdays as much as is practical. Employees shall be at the shop or project site at scheduled starting time each day and shall remain until quitting time.
- (b) Up to ten (10) consecutive hours work (excluding lunch) may be performed at the straight time rate of pay on-existing, occupied buildings during any twenty-four (24) hour period; work beyond ten (10) hours per day or over forty (40) hours per week will be subject to overtime as stated in Section 2 of this Article.

SECTION 2. OVERTIME

Overtime will be paid after ten (10) hours per day on a 4-10 work schedule or after (8) eight hours on a 5-8 work schedule or forty (40) hours per pay period, and for any time worked on Saturday, at the rate of one and one-half (1-1/2) times the regular rate of pay, with the exception of Sundays and the named holidays listed in Section 5 of this Article, which will be paid at the rate of two (2) times the regular rate of pay. A 24-hour notice shall be given on all mandatory overtime and a worker cannot be penalized for not working Sundays or Holidays.

Note: Journey persons and registered apprentices will not be permitted to load or unload trucks before or after work unless they receive overtime pay for such work.

SECTION 3. SHIFT WORK

Shift work shall be all work started outside of the regular work day and shall be either seven (7) hours worked for eight (8) hours pay or 15% above the base wage rate, at the contractor's option. Energy Conservation-Retrofit work performed outside the regular workday in occupied buildings shall be performed under shift work conditions to be established by the local parties or by the National Joint Adjustment Board at the request of either party, if not locally provided.

SECTION 4. HIGH TIME

All sheet metal work performed above or below thirty (30) feet from ground level on temporary scaffolding, swing stage, or Boson's chair will call for the following rates:

30 FT to 60 FT – at the rate of 15% above Journeyman base rate. 60 FT and above or below, at the rate of 30% above Journeyman rate of pay. High time shall be exempt when a wall-to-wall temporary floor is used or when a floor that is equivalent to a wall-to wall floor is used.

SECTION 5. HAZARD PAY

A 10% safety premium will be added to the base rate of employees who are working at DOE facilities whose employees are covered under CFR 850 or are required the use of personal protective equipment (ppe) listed below, because of radiation or associated contamination, by the work permit, work plan, work package or to wear Anti-C clothing, respirators or full face masks. Also, if a time restriction is placed on an employee because of radiation, premium pay will be warranted.

The Company will allow for use on company time, shower facilities for all employees who are required, because of radiation or associated contamination, by the work permit, work plan, work package or to wear Anti-C clothing, respirators or full face masks.

SECTION 6. HOLIDAYS

- (a) New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day will be recognized as holidays. All work performed on Sundays and holidays shall be paid at two (2) times the base pay with regular fringes. If work is performed on a weekend holiday as well as the observed day, then the weekend holiday will not be treated as a holiday.

- (b) Only the six (6) named holidays above will be observed, and if any of the holidays fall on a Saturday, the preceding Friday will be observed; if any of the holidays fall on Sunday, the following Monday will be observed.

SECTION 7. NOTIFICATION BY EMPLOYER

It is agreed that all work performed outside of regular working hours during the regular workweek and on holidays shall be performed only upon notification by the Employer to the Local Union in advance of scheduling such work. Preference on overtime and holiday work shall be given to workers on the job on a rotation basis so as to equalize such work as nearly as possible.

SECTION 8. APPRENTICE AND DIRECT SUPERVISION

All apprentices and pre-apprentices shall work in accordance with all State and Federal laws.

SECTION 9. PAID TIME OFF (PTO) – SICK LEAVE & VACATION

June 1, 2024, to December 31, 2024, 20 hours PTO allotment for journeyman veteran workers (Working as journeyman status for over 1 year). Starting January 1, 2025 will have 40 hours PTO per calendar year through December 31, 2028 for all journeymen status employees having 1 year of service with current employer. New journeymen status employees must be employed with current employer for 1 calendar year from hire date, or status as a journeyman before the prorated PTO hours are available. Amount shall be prorated based on 40 hours. PTO will be paid out upon termination, unless terminated for cause. The PTO will not be rolled over to the next calendar year. PTO must be requested and scheduled 7 days in advance. The Company will approve the PTO as requested based on operational requirements. PTO taken by the employee is deducted from the employee's unused PTO until such PTO is exhausted. PTO may be taken in one (1) hour increments.

**ARTICLE VII
TRAVEL & ZONES**

SECTION 1. TRAVEL

- (a) When employed in a shop or on a job within the limits of counties specified in this agreement, employees shall be governed by the regular working hours specified herein and shall provide for themselves necessary transportation within the said limits from home to shop or job at starting time and from shop or job to home at quitting time, and the Employer shall provide, or pay for all necessary transportation during working hours.
- (b) When employed outside of the limits specified in Section 1 of this Article, and within jurisdiction of the Union, employees shall provide transportation for themselves which will assure their arrival at the limits specified in Section 1 of this Article at regular starting time, and the Employer shall provide or pay for all additional transportation for such jobs, including transportation from such jobs back to the limits specified in Section 1 of this Article, assuring arrival at such limits at quitting time. As an alternative to the foregoing method, travel expense may be paid by a zone or other method of payment. If this alternative method is used, it will be as provided in a written addendum attached hereto. The alternative agreed upon is outlined in the following sections 2-4. (As per SFUA ARTICLE VII pg-3)

SECTION 2. ZONE 1

Two zone centers are established under this contract. These are Potter County Courthouse and the Lubbock County Courthouse.

The following zone rates apply for jobs located within the jurisdiction of this contract. For each employee, mileage shall be determined by using the lesser of a) the distance along the closest paved roads from the job site to the zone center nearer the contractor's main office, or b) the distance along the closest paved roads from the job site to the zone center nearer to the employee's permanent residence.

| | |
|-----------------|-----------------|
| First 35 miles | Free |
| 36 to 50 miles | \$22.00 per day |
| 51 to 65 miles | \$30.00 per day |
| 66 to 90 miles | \$44.00 per day |
| 91 miles & over | \$62.00 per day |

Under this zone application, no travel time or mileage will be paid. Employees will be paid only for hours worked at the job site. Employees shall provide necessary transportation to and from the job site. However, the employer shall provide or pay for all necessary additional transportation during working hours.

Any worker who lives within a 35-mile radius of the job site will not be eligible to receive zone pay, travel time, or mileage.

SECTION 3. ZONE 2

(a) Industrial work will be defined as all new and retrofit work performed on the following types of facilities; Electrical generation plants, Co-generation plants fifty (50) megawatts and over, Refineries, Natural and LP Gas plants, Mills, Mines, Concentrators, and Nuclear weapons assembly and disassembly plants.

(b) The minimum rate of pay for all work described in (a) above will be paid at the closest industrial rate in SMART Local 49's jurisdiction.

SECTION 4. SUBSISTENCE

The parties intend travel pay to fairly compensate employees for travel, not to place contractors at a competitive disadvantage due to geographic location or to create artificial barriers against out-of-area contractors.

- a) If an overnight stay is required, \$100.00 subsistence will be paid for each day worked outside of the Employer's home zone.
- b) No subsistence is required should the employer decide to cover the room cost at a suitable location and no more than two (2) workers per room.

SECTION 5. MILEAGE / TRAVEL PAY

Mileage where the Employer and the employee agree that employees shall provide transportation from shop to job, or job to shop, each employee shall be paid fifty-six cents (\$0.56) per mile or the current IRS business mileage rate and traveling time.

Travel pay is not considered time worked and shall be 2/3 regular time pay and at 1 ½ time the 2/3 rate, outside regular working hours. Holidays, Sundays, and Saturdays will be paid at the prevailing hourly rate.

ARTICLE VIII WAGES, TRUST FUNDS, RATE ITEMS, NOTICES, PAY DAY

SECTION 1. WAGES

The minimum rate of wages for sheet metal workers covered by this Agreement when employed in a shop or on a job within the jurisdiction of the Union to perform any work specified in Article I of this Agreement will be set forth in the Wage Schedules included in this Agreement, unless otherwise stated within this Agreement and except as hereinafter specified in Section 2.

Note: All wages and fringe benefit changes will become effective on the first day of the employer's first full payroll period which begins on or after any dates given.

The wage increases effective June 1, 2024 and afterwards may only be applied to base wage, H&W, or 401-K except that if an assessment is required of all participants of the National Pension Fund without increasing the pension benefits, then that assessment shall come from the wage increases.

The National Pension Fund shall not be contributed on pre-apprentices until after 90 days of initial employment.

SECTION 2. HIGHER WAGE SCALE

On all work specified in Article I of this Agreement, fabricated and/or assembled by sheet metal journeymen, apprentices and pre-apprentices within the jurisdiction of this Union, or elsewhere, for erection and/or installation within the jurisdiction of any other Local Union affiliated with SMART whose established wage scale is higher than the wage scale specified in this Agreement, the higher wage scale of the job site will be paid to the employee performing such work in the home shop or sent to the job site. Besides wage equalization between Local Unions, wage equalization will be required between “collective bargaining areas”.

SECTION 3. MANUFACTURED ITEMS

The provisions of Section 2 of this Article, Section 2 of Article II and Section 1 of Article III will not be applicable to the manufacture for sale to the trade or purchase of the following items:

1. Ventilators
2. Louvers
3. Automatic and fire dampers
4. Radiator and air conditioning unit enclosures
5. Fabricated pipe and fittings for residential installations and light commercial work as defined in the locality.
6. Mixing (attenuation) boxes
7. Plastic skylights
8. Air diffusers, grilles, registers
9. Sound attenuators
10. Chutes
11. Double-wall panel plenums
12. Angle rings

In addition, the provisions of Section 2 of this Article will not be applicable to the manufacture of spiral pipe and fittings, except when such a provision is contained in the Local Union agreement or addendum to the SFUA.

SECTION 4. AIR POLLUTION CONTROL SYSTEMS

The provisions of Section 2 of this Article shall not be applicable to AIR POLLUTION CONTROL SYSTEMS fabricated for the purpose of removing air pollutants, excluding air conditioning, heating and ventilating systems.

SECTION 5. TERRITORIAL JURISDICTION

Except as provided in Section 2 of this Article, the Employer agrees that sheet metal journeyman, apprentice, and pre-apprentice workers hired outside of the territorial jurisdiction of this Agreement will receive the wage scale and working conditions of the local Agreement covering the territory where such work is performed or supervised.

SECTION 6. WORK OUTSIDE THIS JURISDICTION

When the Employer has any work specified in Article I of this Agreement to be performed outside of the area covered by this Agreement and within the area covered by another Agreement with another union affiliated with the SMART, and qualified sheet metal workers are available in such area, the Employer may send no more than two (2) sheet metal workers per job into such area to perform any work which the Employer deems necessary, both of whom shall be from the Employer's home jurisdiction. All additional sheet metal workers will come from the area in which the work is to be performed. Journeyman sheet metal workers covered by this Agreement who are sent outside of the area covered by this Agreement will be paid at least the established minimum wage scale specified in Section 1 of this Article, but in no case less than the established wage scale of the local Agreement covering the territory where such work is performed or supervised, plus all necessary transportation, travel time, board and expenses while employed in that area, and the Employer will otherwise be governed by the established working conditions of that Local Agreement. If employees are sent into an area where there is no Local Agreement of SMART covering the area, then the minimum conditions of the home Local Union will apply.

SECTION 7. CONTRACTUAL BENEFITS

In applying the provisions of Section 2, 5 and 6 of this Article, the term "wage scale" will include the value of all applicable hourly contractual benefits in addition to the hourly wage rate provided in said Sections.

SECTION 8. WELFARE BENEFITS

Welfare benefit contributions shall not be duplicated. When sheet metal workers are employed temporarily outside the jurisdiction of their home local union, the parties signatory to this Agreement agree to arrange through the SMWIA Local 49 Family Health Plan to transmit health and welfare contributions made on behalf of the employee to the Health and Welfare Fund in the employee's home Local Union. The parties to this Agreement agree to establish a system for continuing health and welfare coverage for employees working temporarily outside the jurisdiction of the Local Collective Bargaining Agreement when health and welfare contributions are transmitted on their behalf by trust funds by other areas.

When sheet metal workers are temporarily employed outside the jurisdiction of their home local union, the parties signatory to this agreement shall arrange to transmit any 401(k) contributions required to be made to a 401(k) plan where the work is performed to a 401(k) plan established for the employee's home local union, and/or to the National Supplemental Savings Fund.

This obligation is conditioned upon a suitable reciprocity arrangement being agreed to by the trustees of such plans.

SECTION 9. PAYMENT OF WAGES / ELECTRONIC TRANSFER

- (a) On payday of each week, employees shall receive separate itemized statements showing hours worked, amount of pay, withholding tax, social security, and all other deductions. Electronic transfer of funds or automatic deposit may be allowed at the discretion of the Employer and Employee, provided however, that if an employee is discharged, he will be paid in full at the time of discharge. No more than three (3) working days pay will be withheld; however, when employees are discharged employees will be paid in full.
- (b) Electronic transfer of funds or automatic deposit may be allowed at the discretion of the employee, provided however, that if an employee is discharged, he will be paid in full at the time of discharge.
- (c) If an employee is not paid by cash, electronic transfer or check by quitting time on the specified pay day, the employee will continue working until such time as he is paid, up to one and one half (1 ½) hours beyond the regular quitting time and shall be paid at the overtime rate of pay for such work.
- (d) In the event an employee in a situation as described in Paragraph (b) above has not been paid by 8:00 a.m. the following day, the employee will receive the regular rate of pay until such time as the employee is paid, for up to four (4) hours, such time period ending at 12:00 noon that day and each subsequent day until paid. The employee's presence at a job site or shop will not be a requirement of this provision.
- (e) In the event an employee is paid with a non-negotiable check, the employee will be entitled to the compensation as provided for in Paragraphs (b) and (c) of this section; however, the requirement that the employee work during the one and one-half (1-1/2) hours overtime period is not applicable to this Paragraph.
- (f) In the event of underpayment or over payment of wages or other compensation provided for in this Agreement, and payment or recovery has not been made, either party will have available to them the remedies provided for under Article X; however, all claims shall be made in writing to the party alleged to be in violation within thirty (30) days from the time of the alleged violation.
- (g) Employers shall use and retain a system of time cards and definitive voucher copies which lends itself to an easy cross reference with the books of record, government payroll reporting, trust fund contributions, withholding and/or other deductions.

SECTION 10. SHOW UP TIME

Sheet metal journeymen, apprentices and pre-apprentices, who report for work by direction of the Employer, and are not placed to work, shall be entitled to two (2) hours' pay at the established rate. This provision, however, shall not apply under conditions over which the Employer has no control, except for employees whose permanent residence is at least 60 miles away from both the contractors' main office and the jobsite. Employees who arrive physically unable to work, without proper tools or credentials, or who are not specifically qualified as requested will not be paid show up time

SECTION 11. TERMINATION OR DISCHARGE

In the event of the termination or discharge of any employee, the Employer will give to the employee either Two (2) hours' notice of such termination or discharge, or Two (2) hours pay in lieu thereof. Payment is to be made to the employee at the designated job site.

SECTION 12. INTERNATIONAL TRAINING INSTITUTE, NEMI, SMOHIT

The parties authorize the trustees of all National Funds (as defined below) to cooperatively establish uniform collection procedures to provide for efficient and effective operation of the various National Funds. The parties recognize that the National Funds can receive and process contribution reports and remittances electronically. The parties agree to encourage employers to utilize the electronic reporting and remittance system.

- (a) Effective as of the date of this Agreement, the Employers shall contribute to the International Training Institute for the Sheet Metal and Air Conditioning Industry (ITI) the hourly contribution rate established by the ITI Trustees. Such amount shall be contributed for each hour worked by each employee of the Employer covered by this Agreement. In the event that such hourly contribution rate is changed during the term of this Agreement, such change shall become effective during the next anniversary date of this Agreement. Payment shall be made on or before the 15th day of the succeeding month and shall be remitted as designated by the Trustees of the ITI, or, for purposes of collection and transmittal electronically or through The National Trust Fund Office.
- (b) Effective as of the date of this Agreement, the Employers will contribute to the Sheet Metal Occupational Health Institute Trust the hourly contribution rate established by the Institute's Trustees. Such amount shall be contributed for each hour worked by each employee of the Employer covered by this Agreement until the Institute Trustees determine that the Trust is financially self-sufficient. In the event that such hourly contribution rate is changed during the term of this Agreement, such change shall become effective during the next anniversary date of this Agreement. Payment shall be made on or before the 15th day of the succeeding month and shall be remitted as designated by the Trustees of the Institute, or, for purposes of collection and transmittal electronically or through The National Trust Fund Office.
- (c) The parties agree to be bound by, and act in accordance with, the respective Plan Documents, Agreements and Declarations of Trusts and/or Trust Documents establishing or governing the International Training Institute for the Sheet Metal and Air Conditioning Industry, the National Energy Management Institute Committee, the Sheet Metal Occupational Health Institute Trust, and the Industry Fund of the United States, and to the extent that this Agreement requires contributions to the following funds, the Sheet Metal Workers' National Pension Fund, National Stabilization Agreement of the Sheet Metal Industry Trust Fund, (collectively, "National Funds"), as applicable and the separate agreements and declarations of trusts of all other local or national programs and benefit plans to which it has been agreed that contributions will be made. In addition, the parties agree to be bound by any amendments to said trust or plan documents as may be made from time to time and hereby designate as their representatives on the Board of Trustees such trustees.

SECTION 13. PAYMENT OF TRUST FUNDS

Contributions and deductions will be paid monthly through the respective Trust Fund(s) Office(s). The Board of Trustees of the various funds will provide the Employer with the necessary forms for the transmittal of the monies. Information will be readily corroborative with the books of record.

SECTION 14. MONTHLY REPORTS

Monthly reports shall be mailed or electronically submitted to the applicable Trust Fund office (with a copy to the Local Union No. 49 office) with applicable remittance and shall cover through the last day of the regular pay week period occurring during the reportable month. The subsequent monthly report shall commence with the day following the last previous day reported.

SECTION 15. REPORT DUE DATES AND PENALTIES

- (a) Monthly reports and payments will be due in the Trust Fund Office on the 10th day of the month following the end of the reportable month.
- (b) Monthly reports and payments not received by the 10th day of the month following the end of the reportable month will be delinquent.
- (c) All delinquent reports and payments will incur fifteen percent (15%) per annum liquidated damages.
- (d) All delinquent reports and payments not submitted by the last day of the month in which they are due will be assessed interest at a rate to be set from time to time by the Board of Trustees from the 15th day of that month.
- (e) Any Employer who fails to submit a monthly report by the 10th day of the month will be assessed a \$10.00 per month late fee.
- (f) Any Employer that is delinquent in its submission of contributions and/or its monthly report will be assessed the cost of any audit that the Board of Trustees subsequently orders.
- (g) Any Employer that is delinquent in its submission of contributions and/or its monthly report will be assessed all attorney's fees incurred by the Board of Trustees, including the cost of pre-litigation legal fees and expenses.
- (h) The Board of Trustees has full authority to implement such collections and procedures it deems appropriate to enable it to meet its fiduciary obligations to collect delinquent contributions.
- (i) If reports and payments, including applicable penalties, have not been brought to a current condition by the 15th day of the following month, the Trustees of each respective Fund may pursue all remedies available, including litigation and/or instructions to the Local Union to withdraw all bargaining unit employees.
- (j) The Union will refer employees back to the Employer who is delinquent when delinquent reports and all assessments are received in the Trust Fund office.

SECTION 16. SECURITY REQUIREMENTS

- (a) Each Employer hiring employees covered under Article I of this Agreement will furnish a security for the payment for fringe benefit contributions in the minimum amount of ten- thousand dollars (\$10,000) Security may take the form of a bond, cash collateral, or other form of security acceptable to the Board of Trustees. The amount of the security will be based on the estimated amount of an Employer's fringe benefit obligation projection per month, equated to six (6) weeks. If an Employer's amounts on reports exceed its security for three (3) consecutive months, or by joint demand of the Board of Trustees of the various funds, it will increase its security to the next applicable five-thousand-dollar (\$5,000.00) increment. If a surety bond is furnished, such bond will be secured with a company and in such form as is satisfactory and payable to the Board of Trustees of the various funds under this Agreement.
- (b) This security is for the use and the benefit of the funds, guaranteeing and assuring payment of such moneys due in accordance with this Agreement and together with reasonable expenses incurred in the collection thereof.
- (c) Security documents will be placed in the Trust Fund Office prior to the referral of any employees by the Union to Employers. It will be the obligation and the duty of the officials of the Union to confirm the existence of effective security at the Trust Fund Office.

- (d) When an Employer terminates the last employee on whom benefits are being accrued and funds being paid to the Trust Fund Office, Employer will indicate on the final report form that such is the case. When the information is received by the Trust Fund Office, this information is to be immediately relayed to the office of the Union, followed by a confirmation (in writing) of such information.
- (e) Failure to furnish and maintain security in accordance with the requirements in the Agreement will constitute delinquency and will be subject to the conditions and penalties as set forth in Section 16 of this Article.

SECTION 17. SMWIA LOCAL 49 FAMILY HEALTH PLAN

The SMWIA Local 49 Family Health Plan and Declaration of Trust, established January 26, 1953, is hereby renewed without interruption and will be administered by a Joint Board of six (6) Trustees, composed of three (3) Trustees designated by the SMACCA of NM and three (3) Trustees designated by the Union. The Joint Board of Trustees will have full authority and power to administer the plan, decide upon its benefits and rule with respect to all technical questions, which arise.

- (a) The Employer will contribute the amount specified in the Wage Schedule for each hour worked by each employee covered by this Agreement to the SMWIA Local 49 Family Health Plan. Payment will be made on or before the 15th day of the succeeding month and will be paid by the Employer to the Trust Fund Office via the reporting system set forth in this Agreement.
- (b) The parties to this Agreement will have the right, upon recommendation of the Joint Board of Trustees of the SMWIA Local 49 Family Health Plan, to cancel the Agreement of any Employer found in violation of any provision of this Section and to take any other action it deems necessary, notwithstanding any other provision or section to this Agreement to the contrary.

SECTION 18. NATIONAL PENSION FUND

- (a) The Employer agrees to adopt the National Pension Fund Plan "A" as presently constituted and as the same may be amended from time to time, to be bound by all rules and regulations of the plan as adopted by the trustees, as presently existing and as the same may be amended from time to time.
- (b) Each Employer will contribute amounts per hour as set forth in the Wage Schedules attached to this Agreement. Payment will be made on or before the 10th day of the succeeding month and will be paid by the Employer to the Trust Fund Office via the reporting system set forth in this Agreement.
- (c) The parties to this Agreement will have the right, upon recommendation of the Joint Board of Trustees of the Sheet Metal Workers National Pension Fund, to cancel the Agreement of any Employer found in violation of any provision to this Article and to take any other action it deems necessary notwithstanding any provision or section of this Agreement to the contrary.
- (d) The Employer and the Union understand that, during the term of this Agreement, the Sheet Metal Workers' National Pension Fund ("NPF" or "Fund") has issued a Rehabilitation Plan under the Pension Protection Act of 2006 and may in the future issue a Funding Improvement Plan under the Act. In addition, the NPF's Rehabilitation Plan or Funding Improvement Plan may provide for schedules which must be adopted by new or existing parties to this Agreement.

- (e) The parties agree that the 2008 Alternative Schedule is adopted and that the Union will allocate a portion of the wage and fringe-benefit package to the schedule described above and be deemed to be adopted or where the agreement provides for an automatic allocation or reallocation of the wage and fringe-benefit package, that is sufficient to cover fully any increases in contribution rates to the pension fund that has issued that schedule
- (f) It is undesirable to pay a surcharge upon pension contributions or face other undesirable consequences for failure to adopt a schedule. Accordingly, in the absence of a reallocation as provided above, at such time as the pension fund(s) furnishes the Employer and the Union with schedules as provided above, either party may re-open this Agreement upon thirty days written notice to the other, for the purpose of reaching agreement upon the adoption of one of those schedules. During the negotiations, the parties shall give due recognition to the desirability of maintaining pension benefits in light of economic conditions in the local area.
- (g) The parties agree further that the schedule described above will become part of this agreement, and will be incorporated by reference herein, on the date the schedule is adopted or is deemed to have been adopted automatically in accordance with the terms above. The parties will not take any action or actions inconsistent with the NPF's Rehabilitation Plan or Funding Improvement Plan of which the schedules are a part, as modified or amended from time-to-time.

SECTION 19. DEFINED CONTRIBUTION PLAN 401(k) MOU Language (April)

The Employers will contribute the amount specified in the Wage Schedules for each hour worked by each employee covered by this Agreement to the Sheet Metal Workers' Local 49 Defined Contribution Plan. In addition to the Employers' contribution, the employees may elect to contribute up to the amount allowed by law per hour to the Defined Contribution Plan as long as these contributions do not violate the terms of the Trust Agreement, the Defined Contribution Plan, the Internal Revenue Code, Internal Revenue Service regulations, the Employee Retirement Income Security Act, or Department of Labor regulations. Also, any employee who becomes eligible for Family Health Plan coverage as an Active Employee may make elective contributions into the Defined Contribution Pension Plan, as long as the Board of Trustees of that Plan permit such contributions. The Local 49 Defined Contribution Plan Board of Trustees will determine contribution level options. Payment will be made on or before the 15th day of the succeeding month and will be paid by the Employer to the Trust Fund Office via the reporting system set forth in this Agreement.

The Sheet Metal Workers' Local Union No. 49 Defined Contribution Plan Document and Declaration of Trust, established October 1, 1994, is hereby renewed without interruption and will be administered by a Joint Board of six (6) Trustees, composed of three (3) Trustees designated by the SMACCA of NM, and three (3) Trustees designated by the Union. The Joint Board of Trustees will have full authority and power to administer the plan, decide upon its benefits and rule with respect to all technical questions, which arise.

The Parties to this Agreement will have the right, upon recommendation of the Joint Board of Trustees of the Sheet Metal Workers Local Union No. 49 Defined Contribution Plan to cancel the Agreement of any Employer found in violation of any provision of this Section and to take any other action it deems necessary, notwithstanding any other provisions of section to this Agreement.

SECTION 20. WORKING OWNERS

- (a) Provision is hereby made, excepting the provisions of Article III of this Agreement, for the privilege of allowing one (1) bona fide owner who is not a member of SMART Local Union No. 49 and who furnishes proof of at least ten percent (10%) bona fide ownership to perform work designated in Article I, Section 1.
- (b) Each Employer covered by this Agreement shall employ at least one (1) journeyman sheet metal worker who is not a member of the firm on all work specified in Article I of this Agreement. However, it will be permissible for an owner-member to be the journeyman sheet metal worker.

SECTION 21. TARGET JOBS

Sheet Metal Workers' Local 49 will, on written request from the employer, take into consideration what steps must be taken in order to obtain and recapture particular jobs, sometimes called Target Jobs. This will be done with the purpose of obtaining work for the sheet metal workers. Such terms will be confirmed in writing to the company and the bid results will be submitted to the Local Union.

**ARTICLE IX
REQUIRED TOOLS**

SECTION 1. HAND TOOLS TO JOURNEYPERSON AND APPRENTICES

Sheet metal journeypersons, apprentices, and pre-apprentices covered by this Agreement will provide for themselves necessary hand tools. The minimum required tool list is: **1- Tool Pouch, 1-Sheet Metal Hammer; 1-Pair Bulldog Snips; 1-Pair of M-1 and M-2 Aviation Snips; 1 Flathead Screwdriver; 1-Tape Measure (16 ft. minimum); 1-Tri Square; 1-Pair Tongs; 1-Pair Dividers; 1-Awl; 1-Plumb Bob; 1-Set of Allen Wrenches; 2-Pair Vise Grips; 1-Phillips Screwdriver; Ratcheting wrench or sockets, and Torpedo Level.**

Note: New 1st year apprentices and new pre-apprentices are required to have the tools shown in the **bold text** above upon initial employment. They will then be given six months to acquire the rest of the tools on the list.

Journey-persons and apprentices covered by this Agreement shall provide for themselves all necessary hand tools.

SECTION 2. Journeymen, apprentice, and pre-apprentice sheet metal workers covered by this Agreement shall not be permitted or required as a condition of employment to furnish the use of automobile or other conveyance to transport men, tools, equipment, or materials from shop to job, or from job to shop; facilities for such transportation are to be provided by the Employer. This provision shall not restrict the use of an automobile or other conveyance to transport its owner and personal tools from home to Shop or job at starting time or from shop or job to home at quitting time.

SECTION 3. Except as provided in Article IV, Section 1 of this Agreement, only qualified journey persons or enrolled apprentices and pre-apprentices shall be allowed to handle or work with the trade tools or perform any mechanical work either in the shop or on the job. Unskilled laborers that are employed by the sheet metal contractors shall not handle any sheet metal tools or work pertaining to sheet metal workers trade.

**ARTICLE X
GRIEVANCE PROCEDURES**

The Union and 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 UNION

Grievances of the Employer or the Union, arising out of interpretation or enforcement of this Agreement, will 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 SMACCA of NM 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 of the first knowledge of the facts pertinent to the grievance.

SECTION 2. GRIEVANCES NOT SETTLED IN SECTION 1.

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 will 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 and Local Joint Adjustment Board. The Board will consist of representatives of the Union and of the Local Employers' Association and both sides will cast an equal number of votes at each meeting. The Local Employers' Association, on its own initiative, may submit grievances for determination by the Board as provided in this Section. Except in the case of a deadlock, 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 a mutual agreement of the parties.

SECTION 3. GRIEVANCES NOT DISPOSED BECAUSE OF A DEADLOCK

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-Chairperson of the National Joint Adjustment Board and one (1) representative appointed by the Management Co-Chairperson 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.

*All correspondence to the National Joint Adjustment Board shall be sent to the following address:
National Joint Adjustment Board, P.O. Box 220956, Chantilly, VA 20153-0956
or 4201 Lafayette Center Drive, Chantilly, VA 20151-1219

In establishing the grievance procedure of the Standard Form of Union Agreement, it was the intent of SMART and the Sheet Metal and Air Conditioning Contractors' National Association, Inc. 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, and request a Panel hearing as set forth in Section 3 of this Article, providing such appeal is approved by the Co-

Chairperson 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 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, may 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

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. Appeal 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.)

SECTION 5. LOCAL JOINT ADJUSTMENT BOARD

A Local Joint Adjustment Board and Panel, and the National Joint Adjustment Board are empowered to render such decisions and grant such relief to either party as they deem necessary and proper, including awards of damages or other compensation.

SECTION 6. NON-COMPLIANCE

In the event of non-compliance within thirty (30) calendar days following the mailing of a decision of a Local Joint Adjustment Board or Panel, or the National Joint Adjustment Board, a local party may enforce the award by any means including proceedings in a court or competent jurisdiction in accord with applicable state and federal law. If the party seeking to enforce the award prevails in litigation, such party shall be entitled to its costs and attorney's fees in addition to such other relief as is directed by the courts.

SECTION 7. FAILURE TO EXERCISE THE RIGHT OF APPEAL

Failure to exercise the right of appeal at any step thereof within the time limit provided thereof shall void any right of appeal applicable to the facts and remedies of the grievances involved. There shall be no cessation of work by strike or lockout while the procedures provided for are pending in this Article. Except in the case of deadlock, the decision of the National Joint Adjustment Board shall be final and binding.

SECTION 8. EMPLOYER NOT CONTRIBUTING TO THE INDUSTRY FUND

Any Employer not contributing to the Industry Fund of the United States (IFUS) will be assessed a fee to be determined periodically by the Administrator of the National Joint Adjustment Board. Proceeds will be used to reimburse IFUS for costs of arbitration under the provisions of Article X.

SECTION 9. SERVICES OF THE NATIONAL JOINT ADJUSTMENT BOARD

In addition to the settlement of disputes provided in Sections 1 through 7 of this Article, either party may invoke the services of the National Joint Adjustment Board to resolve disputes over the initial establishment of terms for specialty addenda, if the provisions of Article X have been adopted in their entirety, and without modification.

Such a dispute may be submitted upon the request of either party any time that local negotiations for such an agreement have been unsuccessful. Such a dispute shall be submitted to the National Joint Adjustment Board pursuant to the rules as established and modified from time to time by the Board. The unanimous decision of said Board shall be final and binding upon the parties. There shall be no strike or lockout over such a dispute.

SECTION 10. CONDUCTING DISPUTE RESOLUTION ACTIVITIES

In administering and conducting dispute resolution activities under the arbitration procedures of the Standard Form of Union Agreement, the National Joint Adjustment Board, the SMART, the Sheet Metal and Air Conditioning Contractors' National Association, Inc., and their representatives, are functioning as arbitrators and not as the representative of any entity that is party to such dispute. Therefore, they shall enjoy all of the rights, privileges, and immunities afforded to arbitrators under applicable law.

**ARTICLE XI
APPRENTICE PROGRAM**

SECTION 1. JOINT APPRENTICE AND TRAINING

- (a) To meet the needs and requirements of the trade, all duly qualified apprentice and pre-apprentice sheet metal workers and apprentice and pre-apprentice Service & Controls technicians will be under the supervision and control of a Joint Apprenticeship and Training Committee composed of eight (8) members, four (4) of whom will be selected by the NMSMCA and four (4) by the Union. Said Joint Apprenticeship and Training Committee will formulate and make operative such rules and regulations as they may deem necessary and which do not conflict with the specific terms of this Agreement to govern eligibility, registration, education, transfer, wages, hours and working conditions of duly qualified apprentices and preapprentices. Said rules and regulations, when formulated and adopted by the parties hereto, will be recognized as part of this Agreement.
- (b) The Joint Apprenticeship and Training Committee designated herein shall serve for the life of this Agreement with exception to vacancies in said Joint Apprenticeship and Training Committee caused by resignation or otherwise, that may be filled hereto by either party. It is hereby mutually agreed by both parties hereto, that they will individually and collectively cooperate to the extent that duly qualified apprentices be given every opportunity to secure proper technical and practical education experience in the trade, under the supervision of the Joint Apprenticeship and Training Committee.
 1. The parties will review the needs for specialized and skills-upgrade training and cooperate to establish necessary programs, which will then be supervised by the Joint Apprenticeship Training Committee

- (c) It is the understanding of the parties to this Agreement that the funds contributed by signatory Employers to the International Training Institute (ITI) and any Local Apprenticeship and Training Fund (Local JATC) will not be used to train apprentices or journeymen who will be employed by Employers in the Sheet Metal Industry not signatory to a Collective Bargaining Agreement providing for contributions to the ITI and a Local JATC. Therefore the trustees of the ITI and Local JATC will adopt and implement an Educational Loan Agreement (ELA) Program which will require apprentices and journeymen employed by signatory Employers to repay the cost of training either by service following training within the union sector of the industry or by actual repayment of the cost of training if the individual goes to work for a non-signatory Employer in the Sheet Metal Industry. The cost of training will include the reasonable value of all ITI and Local JATC materials, facilities and personnel utilized in training. If a Local JATC does not implement the Educational Loan Agreement, the Local JATC will be prohibited from utilizing Fund materials and programs.

SECTION 2. RATIOS AND CONCENTRATED TRAINING

It is hereby agreed that the Employer may apply to the Joint Apprenticeship and Training Committee (JATC) and the JATC shall grant pre-apprentices on the basis of one (1) pre-apprentice per two (2) apprentices employed by the Employer. Provided, however, that an Employer who employs one (1) or more apprentices and at least two (2) sheet metal journey persons shall be entitled to at least one (1) pre-apprentice. Any apprentice of the Employer on layoff at the effective date of this Agreement must be rehired before said Employer is entitled to any pre-apprentices. Thereafter, the same conditions and wage scale apply.

In the event the Employer is entitled to employ a pre-apprentice and the Union fails to comply with the Employer's written request to furnish a Pre-Apprentice within forty-eight (48) hours, the Employer may hire such employees and refer them to the Joint Apprenticeship and Training Committee for enrollment.

Pre-apprentices shall be enrolled as applicants for future openings in the apprenticeship program. The Joint Apprenticeship and Training Committee shall evaluate the qualifications of pre-apprentices for such openings during the first year of employment. No pre-apprentice shall be retained beyond one year unless he has been found to be qualified as an applicant.

The wage scale and fringes for pre-apprentices shall be as shown on the wage schedules.

- (a) All applicants for apprenticeship will serve a term of apprenticeship as established by the Joint Apprenticeship and Training Committee.
- (b) The parties agree that concentrated apprenticeship training is preferable to night-schooling and urge the Joint Apprenticeship and Training Committee to implement concentrated training during the term of this Agreement.
1. The parties recognize that previous experience in the industry can be considered when evaluating and placing sheet metal workers into the apprenticeship program and the JATC shall work cooperatively with the parties in establishing standards for placing employees into the program.
- (c) The parties agree that career-long skill upgrade training is necessary for an effective workforce and agree to undertake those measures available to them to encourage continuing training for sheet metal journeymen.
- (d) A graduated scale for apprentices will be established and maintained based on increments described in Wages Schedule. Advancement of apprentices will be governed by the provisions of the Joint Apprentices

and Training Committee.

- (e) Contractor will pay \$200.00-week subsistence to apprentices who complete the 40 hours of concentrated training and fulfills all Obligations. Local 49 training coordinator will notify the contractors by email of the apprentices that are to receive subsistence, and payment will be made at next regular payroll.

SECTION 3. PREAPPRENTICES

Preapprentices may be recruited by any source available and can pursue entry into the apprentice program by completing the requirements set forth by the Joint Apprenticeship and Training Committee. The Joint Apprenticeship and Training Committee will evaluate the qualifications of preapprentices for such openings during the first year of employment. The wage scale for preapprentices will be as described in the Wage Schedule. All preapprentices must meet the membership requirements of Article V.

SECTION 4. STANDARDS OF APPRENTICESHIP AND TRAINING

This program has as its purpose the establishment of high standards of apprenticeship training whereby the apprentice, pre-apprentice, their Employer and the Union will have before them a definite program to enable the apprentice, pre-apprentice to acquire the necessary manual skill and the required technical knowledge for mastery of the trade to which they are indentured. The following standards for the development of sheet metal apprentices/preapprentices have been prepared by the NMSMCA and Sheet Metal Workers' Local Union No. 49.

(a) Purpose

The purpose of these apprenticeship standards is to encourage more careful selection of young people coming into the trade; also to assist in providing training that will equip them for profitable employment and citizenship, and to further the assurance to Employers of proficient workmen to the end that the public may receive the best possible service.

(b) Contributions

It is agreed that a contribution by the Employer of the amount as specified in the Wage Schedule will be paid to the Sheet Metal Workers' Joint Apprenticeship and Training Committee for each hour worked.

(c) Administration

This is to be used to administer an adequate Joint Apprenticeship Training Program and for all supplies and other expenditures necessary and incidental to the Apprenticeship Training Program, all by establishment and approval of the Joint Apprenticeship and Training Committee.

(d) Standards

The Standards of Apprenticeship formulated by the Sheet Metal Workers' Joint Apprenticeship and Training Committee are hereby incorporated by reference, the same as if it were expressly set forth and became a part of this Agreement. These standards may be modified or altered by that Joint Committee.

(e) Trust

The Trust Agreement negotiated by and between the SMACCA of NM and International Association of Sheet Metal, Air, Rail and Transportation Workers' (SMART) Local Union No. 49 and all amendments thereto during the terms hereof will become binding on all parties bound by this Collective Bargaining Agreement. In this connection, said Trust Agreement will be deemed incorporated herein by reference the same as if it were expressly set forth.

**ARTICLE XII
APPOINTMENT OF SHOP OR JOB STEWARDS**

SECTION 1. Agreements, National in scope, between INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL AND TRANSPORTATION WORKERS' (SMART) LOCAL UNION NO. 49, covering work jurisdiction and the assignment, allocation and division of work among employees represented for the purpose of collective bargaining by such labor organizations, shall be respected and applied by the Employer, provided such Agreements have been consummated with the knowledge of and without objection from Sheet Metal and Air Conditioning Contractors'-Association of New Mexico.

SECTION 2. The Union shall give the Employer eight (8) hours notice of the appointment of shop or job stewards and the Employer shall give the Union eight (8) hours notice of termination of a job or shop steward. No job or shop steward shall be discharged for reason of any Union activity.

SECTION 3. No Journeyman sheet metal worker or registered apprentice will be required to take orders directly from members of another craft. On such jobs, one Journeyman sheet metal worker will be designated foreman and shall receive foreman's wage scale.

SECTION 4. A Sheet Metal Union Label may be applied to sheet metal work manufactured, assembled, and fabricated by members in good standing of this Local Union or of any of the Sheet Metal Workers' International Association.

**ARTICLE XIII
SAFETY COMMITTEE**

SECTION 1. A safety committee shall be appointed by the Employers signatory to this Agreement and by the Local Union with equal representation thereon to formulate rules and regulations for a safety program in the Sheet Metal Industry in this area. Such rules and regulations when formulated by this Committee shall become a part of this Agreement and shall be adhered to by both parties hereto. No employee shall be required to work on any job he considers unsafe. When such conditions arise, he shall notify the Employer promptly.

SECTION 2. All Committee and/or Boards required by the terms of this Agreement shall hold regular and/or special meetings in order to perform their designated responsibilities.

Within thirty (30) days after the effective date of this Agreement, the Union will submit to the Employers the names of members appointed to serve on such Committees and/or Boards and the Employers are required to notify the union in the same way. Immediate arrangements shall then be made for the performance of these joint responsibilities.

ARTICLE XIV SUBSTANCE ABUSE POLICY

SECTION 1. SUBSTANCE ABUSE POLICY

All employees covered under this Agreement shall be subject to the conditions of a company-wide substance abuse policy, provided such policy is given to and signed by all employees at the time of hiring or at the time the policy is implemented.

All employees covered by this Agreement shall be given a drug test at the time they are employed or re-employed by the contractor, unless the Contractor tested them within the previous twelve (12) months.

ARTICLE XV DEFECTIVE AND/OR INFERIOR WORK

SECTION 1. Any defective and/or inferior work installed through the fault or neglect of the journeyman will be corrected by the journeyman at no labor cost to the Employer, provided, plans and specifications or a working sketch has been furnished to the journeyman or the work was installed contrary to the applicable codes. Corrections will be made as soon as possible in order not to delay the progress of the job. This determination and the final decision will be made by the Union.

ARTICLE XVI LIGHT COMMERCIAL

Light Commercial - Notwithstanding other provisions of this Agreement to the contrary, this Agreement allows all signatory contractors to request from the Union first-year apprentices to be employed on light commercial and residential work. Second through Fourth year apprentices may also be used at the Contractor's discretion.

1. **DEFINITION:** Light Commercial shall be defined as any project where the Sheet Metal Work exclusive of equipment, which is normally performed by sheet metal contractors, including all labor, material, fabrication, equipment, etc., does not exceed three hundred thousand dollars (\$300,000.00)
2. **RATIOS:** Ratio of journey person to apprentice to pre-apprentice on light commercial and in the shop will be one to one to one (1-1-1).
3. **RECRUITMENT:** All apprentices and pre-apprentices will be recruited through the same selection procedure as described in Article XI except that special needs of employees and contractors located in smaller localities be considered. In the event that first and second year apprentices are not available, the

Joint Apprenticeship and Training Committee (JATC) shall recruit applicants for these two grades to satisfy the job demands.

4. **MODIFICATIONS:** This Agreement is subject to modification from time to time by mutual agreement of the Sheet Metal Local No. 49 and the Amarillo, Lubbock, and West Texas Independent Contractors.
5. **SHIFT WORK:** Premium pay for shift work will not apply when labor is performed on an existing, occupied building, or for labor performed in the shop.

ARTICLE XVII EFFECTIVE AND EXPIRATION DATES

SECTION 1. TERM

This Agreement will become effective on the 1st day of June 2024 and remain in full force and effect until the 31st day of May 2028 and will 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 will continue in force and effect until conferences relating thereto have been terminated by either party,

SECTION 2. LEGALITY

If, pursuant to federal or state law, any provision of this Agreement will be found by a court of competent jurisdiction to be void or unenforceable, all of the other provisions of this Agreement will remain in full force and effect.

In applying the terms of this Agreement and in fulfilling their obligations there under, neither the Employer nor the Union will discriminate in any manner prohibited by law.

SECTION 3. REOPENING

Notwithstanding any other provision of this Article or any other Article of this Agreement, whenever an amendment to the Standard Form of Union Agreement will be adopted by the National Joint Labor Relations Adjustment Committee, any party to this Agreement, upon the service of notice to all other parties hereto, will have this Agreement reopened thirty (30) days thereafter for the sole and only purpose of attempting to negotiate such amendment or amendments into this Agreement for the duration of the term hereof. There will be no strike or lockout over this issue.

SECTION 4. AUTHORIZATION

The Standard Form of Union Agreement is a recommended contract form that is revised from time to time by SMART and the Sheet Metal and Air Conditioning Contractors' National Association, Inc. In establishing such a recommended contract form, neither SMART, nor the Sheet Metal and Air Conditioning Contractors' National Association Inc. has acted as the bargaining representative of any entity that may adopt all or part of the language of the Standard Form of Union Agreement. Furthermore, neither SMART nor the Sheet Metal and Air Conditioning Contractors' National Association, Inc., shall be deemed to be a party to any such collective bargaining agreement including such language.

In witness whereof, the parties hereto affix their signatures and seal this 31st Day of May 2024

Independent Contractors

**International Association of Sheet Metal, Air, Rail
& Transportation Workers Local Union No. 49**



John Anthony, President
Anthony Mechanical, Inc.
P. O. Box 3886
Lubbock, TX 79452
525 East 40th Street [79404]
Phone: (806) 747-4151
Fax: (806) 747-7733
E-mail: john@anthonymechanical.com



Isaiah Zemke, Business Manager/FST
SMART Local 49
2300 Buena Vista SE
Suite 110
Albuquerque, NM 87106
Phone: (505) 266-5878
Fax: (505) 266-5879
E-Mail: izemke@smwlu49.org

Lance Howard, Owner
Howard's Mechanical, Inc.
P. O. Box 7603
Amarillo, TX 79114
6334 Canyon Drive [79109]
Phone: (806) 358-7798
Fax: (806) 358-8243
E-mail: lance@hmimc.com



Shawn Smith, Business Representative
SMART Local 49
Chairman of Negotiations



Gayle Callahan, Owner
Plains Plumbing
P. O. Box 3580
Amarillo, TX 79116
1301 West 7th Avenue [79101]
Phone: (806) 376-6375
Fax: (806) 379-8014
E-mail: gayle@plainsplumbing.com



Justin Colon
SMART Local 49
Negotiation Committee Member



Cristian Botello
SMART Local 49
Negotiation Committee Member

Independent Employer

In witness whereof, the parties hereto affix their signatures and seal this _____ day of _____ 20 _____

_____ Date: _____ **Independent Employer** _____ Date: _____ **SMART LU#49 Business Manager**

The Standard Form of Union Agreement is a recommended contract form that is revised from time to time by the SMART and the Amarillo/Lubbock West Texas Independent Contractors. In establishing such a recommended contract form, neither the Sheet Metal Workers' International Association, nor the Amarillo/Lubbock West Texas Independent Contractors has acted as the bargaining representative of any entity that may adopt all or part of the language of the Standard Form of Union Agreement. Furthermore, neither the SMART nor the Amarillo/Lubbock West Texas Independent Contractors shall be deemed to be a party to any such collective bargaining agreement including such language.

Contractor Name: _____

Contact Name(s): _____

Physical Address: _____
Street Address City State Zip

Code
Phone: _____ Fax: _____ E-mail _____

SHEET METAL - WAGE SCHEDULES
AMARILLO/LUBBOCK/WEST TEXAS
June 1, 2024 - May 31, 2025



| | | Pre-App | Apprentices | | | | | | | | |
|--------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|--|
| | | 50% | 55% | 60% | 65% | 70% | 75% | 80% | 85% | 90% | |
| Journeyman: | | | 1.0 | 1.5 | 2.0 | 2.5 | 3.0 | 3.5 | 4.0 | 4.5 | |
| Base | \$ 27.94 | \$ 13.97 | \$ 15.37 | \$ 16.76 | \$ 18.16 | \$ 19.56 | \$ 20.96 | \$ 22.35 | \$ 23.75 | \$ 25.15 | |
| H&W | \$ 5.17 | \$ 5.17 | \$ 5.17 | \$ 5.17 | \$ 5.17 | \$ 5.17 | \$ 5.17 | \$ 5.17 | \$ 5.17 | \$ 5.17 | |
| Natl Pens* | \$ 5.67 | \$ 0.28 | \$ 3.12 | \$ 3.40 | \$ 3.69 | \$ 3.97 | \$ 4.25 | \$ 4.54 | \$ 4.82 | \$ 5.10 | |
| 401(K) | \$ 0.50 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| Lcl Appr | \$ 0.97 | \$ 0.97 | \$ 0.97 | \$ 0.97 | \$ 0.97 | \$ 0.97 | \$ 0.97 | \$ 0.97 | \$ 0.97 | \$ 0.97 | |
| ITI | \$ 0.12 | \$ 0.12 | \$ 0.12 | \$ 0.12 | \$ 0.12 | \$ 0.12 | \$ 0.12 | \$ 0.12 | \$ 0.12 | \$ 0.12 | |
| SMOHI | \$ 0.02 | \$ 0.02 | \$ 0.02 | \$ 0.02 | \$ 0.02 | \$ 0.02 | \$ 0.02 | \$ 0.02 | \$ 0.02 | \$ 0.02 | |
| NEMI | \$ 0.03 | \$ 0.03 | \$ 0.03 | \$ 0.03 | \$ 0.03 | \$ 0.03 | \$ 0.03 | \$ 0.03 | \$ 0.03 | \$ 0.03 | |
| Total | \$ 40.42 | \$ 20.56 | \$ 24.80 | \$ 26.47 | \$ 28.16 | \$ 29.84 | \$ 31.52 | \$ 33.20 | \$ 34.88 | \$ 36.56 | |

Union Check off

| | | | | | | | | | |
|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| \$ 1.49 | \$ 0.86 | \$ 0.92 | \$ 0.98 | \$ 1.05 | \$ 1.11 | \$ 1.17 | \$ 1.24 | \$ 1.30 | \$ 1.36 |
|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|

Foreman Rates

| | |
|--|-----------------------------|
| Foreman (6 or fewer Journeymen) | \$2.75 additional base rate |
| General Foreman (7 or more Journeymen) | \$3.25 additional base rate |
| Shop Foreman | same as General Foreman |

***Member Note:** If Family Health Plan Trustees determine it is necessary in order to maintain the FHP, \$0.50 may be moved back from the wage to the FHP contribution rate.

Hazard Premium

Per Article VI, Section 5 10% of base rate of pay

SHEET METAL - WAGE SCHEDULES
AMARILLO/LUBBOCK/WEST TEXAS
June 1, 2024 - May 31, 2025



ZONE 2

| | | Pre-App | Apprentices | | | | | | | |
|--------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| | | 50% | 55% | 60% | 65% | 70% | 75% | 80% | 85% | 90% |
| Journeyman: | | | 1.0 | 1.5 | 2.0 | 2.5 | 3.0 | 3.5 | 4.0 | 4.5 |
| Base | \$ 38.50 | \$ 19.25 | \$ 21.18 | \$ 23.10 | \$ 25.03 | \$ 26.95 | \$ 28.88 | \$ 30.80 | \$ 32.73 | \$ 34.65 |
| H&W | \$ 5.17 | \$ 5.17 | \$ 5.17 | \$ 5.17 | \$ 5.17 | \$ 5.17 | \$ 5.17 | \$ 5.17 | \$ 5.17 | \$ 5.17 |
| Natl Pens* | \$ 5.67 | \$ 0.28 | \$ 3.12 | \$ 3.40 | \$ 3.69 | \$ 3.97 | \$ 4.25 | \$ 4.54 | \$ 4.82 | \$ 5.10 |
| 401(K) | \$ 0.50 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lcl Appr | \$ 0.97 | \$ 0.97 | \$ 0.97 | \$ 0.97 | \$ 0.97 | \$ 0.97 | \$ 0.97 | \$ 0.97 | \$ 0.97 | \$ 0.97 |
| ITI | \$ 0.12 | \$ 0.12 | \$ 0.12 | \$ 0.12 | \$ 0.12 | \$ 0.12 | \$ 0.12 | \$ 0.12 | \$ 0.12 | \$ 0.12 |
| SMOHI | \$ 0.02 | \$ 0.02 | \$ 0.02 | \$ 0.02 | \$ 0.02 | \$ 0.02 | \$ 0.02 | \$ 0.02 | \$ 0.02 | \$ 0.02 |
| NEMI | \$ 0.03 | \$ 0.03 | \$ 0.03 | \$ 0.03 | \$ 0.03 | \$ 0.03 | \$ 0.03 | \$ 0.03 | \$ 0.03 | \$ 0.03 |
| Total | \$ 50.98 | \$ 25.84 | \$ 30.61 | \$ 32.81 | \$ 35.03 | \$ 37.23 | \$ 39.44 | \$ 41.65 | \$ 43.86 | \$ 46.06 |

Union Check off

| | | | | | | | | | |
|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| \$ 1.96 | \$ 1.10 | \$ 1.18 | \$ 1.27 | \$ 1.36 | \$ 1.44 | \$ 1.53 | \$ 1.62 | \$ 1.70 | \$ 1.79 |
|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|

Foreman Rates

| | |
|--|-----------------------------|
| Foreman (6 or fewer Journeymen) | \$2.75 additional base rate |
| General Foreman (7 or more Journeymen) | \$3.25 additional base rate |
| Shop Foreman | same as General Foreman |

***Member Note:** If Family Health Plan Trustees determine it is necessary in order to maintain the FHP, \$0.50 may be moved

Hazard Premium

Per Article VI, Section 5 10% of base rate of pay

SHEET METAL - WAGE SCHEDULES
AMARILLO/LUBBOCK/WEST TEXAS
June 1, 2025 - May 31, 2026



| | | Pre-App | Apprentices | | | | | | | | |
|--------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|--|
| | | 50% | 55% | 60% | 65% | 70% | 75% | 80% | 85% | 90% | |
| Journeyman: | | | 1.0 | 1.5 | 2.0 | 2.5 | 3.0 | 3.5 | 4.0 | 4.5 | |
| Base | \$ 28.58 | \$ 14.29 | \$ 15.72 | \$ 17.15 | \$ 18.58 | \$ 20.01 | \$ 21.44 | \$ 22.86 | \$ 24.29 | \$ 25.72 | |
| H&W | \$ 5.17 | \$ 5.17 | \$ 5.17 | \$ 5.17 | \$ 5.17 | \$ 5.17 | \$ 5.17 | \$ 5.17 | \$ 5.17 | \$ 5.17 | |
| Natl Pens* | \$ 5.78 | \$ 0.29 | \$ 3.18 | \$ 3.47 | \$ 3.76 | \$ 4.05 | \$ 4.34 | \$ 4.62 | \$ 4.91 | \$ 5.20 | |
| 401(K) | \$ 0.50 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| Lcl Appr | \$ 1.06 | \$ 1.06 | \$ 1.06 | \$ 1.06 | \$ 1.06 | \$ 1.06 | \$ 1.06 | \$ 1.06 | \$ 1.06 | \$ 1.06 | |
| ITI | \$ 0.12 | \$ 0.12 | \$ 0.12 | \$ 0.12 | \$ 0.12 | \$ 0.12 | \$ 0.12 | \$ 0.12 | \$ 0.12 | \$ 0.12 | |
| SMOHI | \$ 0.02 | \$ 0.02 | \$ 0.02 | \$ 0.02 | \$ 0.02 | \$ 0.02 | \$ 0.02 | \$ 0.02 | \$ 0.02 | \$ 0.02 | |
| NEMI | \$ 0.03 | \$ 0.03 | \$ 0.03 | \$ 0.03 | \$ 0.03 | \$ 0.03 | \$ 0.03 | \$ 0.03 | \$ 0.03 | \$ 0.03 | |
| Total | \$ 41.26 | \$ 20.98 | \$ 25.30 | \$ 27.02 | \$ 28.73 | \$ 30.45 | \$ 32.17 | \$ 33.89 | \$ 35.61 | \$ 37.32 | |

Union Check off

| | | | | | | | | | |
|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| \$ 1.52 | \$ 0.87 | \$ 0.94 | \$ 1.00 | \$ 1.07 | \$ 1.13 | \$ 1.19 | \$ 1.26 | \$ 1.32 | \$ 1.39 |
|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|

Foreman Rates

Foreman (6 or fewer Journeymen) \$2.75 additional base rate
 General Foreman (7 or more Journeymen) \$3.25 additional base rate
 Shop Foreman same as General Foreman

***Member Note:** If Family Health Plan Trustees determine it is necessary in order to maintain the FHP, \$0.50 may be moved back from the wage to the FHP contribution rate.

Hazard Premium

Per Article VI, Section 5 10% of base rate of pay

SHEET METAL - WAGE SCHEDULES
AMARILLO/LUBBOCK/WEST TEXAS
June 1, 2025 - May 31, 2026



ZONE 2

| | | Pre-App | Apprentices | | | | | | | |
|--------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| | | 50% | 55% | 60% | 65% | 70% | 75% | 80% | 85% | 90% |
| Journeyman: | | | 1.0 | 1.5 | 2.0 | 2.5 | 3.0 | 3.5 | 4.0 | 4.5 |
| Base | \$ 40.13 | \$ 20.07 | \$ 22.07 | \$ 24.08 | \$ 26.08 | \$ 28.09 | \$ 30.10 | \$ 32.10 | \$ 34.11 | \$ 36.12 |
| H&W | \$ 5.17 | \$ 5.17 | \$ 5.17 | \$ 5.17 | \$ 5.17 | \$ 5.17 | \$ 5.17 | \$ 5.17 | \$ 5.17 | \$ 5.17 |
| Natl Pens* | \$ 5.78 | \$ 0.29 | \$ 3.18 | \$ 3.47 | \$ 3.76 | \$ 4.05 | \$ 4.34 | \$ 4.62 | \$ 4.91 | \$ 5.20 |
| 401(K) | \$ 0.50 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lcl Appr | \$ 1.06 | \$ 1.06 | \$ 1.06 | \$ 1.06 | \$ 1.06 | \$ 1.06 | \$ 1.06 | \$ 1.06 | \$ 1.06 | \$ 1.06 |
| ITI | \$ 0.12 | \$ 0.12 | \$ 0.12 | \$ 0.12 | \$ 0.12 | \$ 0.12 | \$ 0.12 | \$ 0.12 | \$ 0.12 | \$ 0.12 |
| SMOHI | \$ 0.02 | \$ 0.02 | \$ 0.02 | \$ 0.02 | \$ 0.02 | \$ 0.02 | \$ 0.02 | \$ 0.02 | \$ 0.02 | \$ 0.02 |
| NEMI | \$ 0.03 | \$ 0.03 | \$ 0.03 | \$ 0.03 | \$ 0.03 | \$ 0.03 | \$ 0.03 | \$ 0.03 | \$ 0.03 | \$ 0.03 |
| Total | \$ 52.81 | \$ 26.76 | \$ 25.30 | \$ 33.95 | \$ 36.24 | \$ 38.54 | \$ 40.83 | \$ 43.13 | \$ 45.42 | \$ 47.72 |

Union Check off

| | | | | | | | | | |
|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| \$ 2.04 | \$ 1.13 | \$ 1.22 | \$ 1.31 | \$ 1.40 | \$ 1.49 | \$ 1.58 | \$ 1.67 | \$ 1.76 | \$ 1.86 |
|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|

Foreman Rates

| | |
|--|-----------------------------|
| Foreman (6 or fewer Journeymen) | \$2.75 additional base rate |
| General Foreman (7 or more Journeymen) | \$3.25 additional base rate |
| Shop Foreman | same as General Foreman |

***Member Note:** If Family Health Plan Trustees determine it is necessary in order to maintain the FHP, \$0.50 may be moved back

Hazard Premium

Per Article VI, Section 5 10% of base rate of pay

SHEET METAL - WAGE SCHEDULES
AMARILLO/LUBBOCK/WEST TEXAS
June 1, 2026 - May 31, 2027



| | | Pre-App | Apprentices | | | | | | | | |
|--------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|--|
| | | 50% | 55% | 60% | 65% | 70% | 75% | 80% | 85% | 90% | |
| Journeyman: | | | 1.0 | 1.5 | 2.0 | 2.5 | 3.0 | 3.5 | 4.0 | 4.5 | |
| Base | \$ 29.21 | \$ 14.61 | \$ 16.07 | \$ 17.53 | \$ 18.99 | \$ 20.45 | \$ 21.91 | \$ 23.37 | \$ 24.83 | \$ 26.29 | |
| H&W* | \$ 5.17 | \$ 5.17 | \$ 5.17 | \$ 5.17 | \$ 5.17 | \$ 5.17 | \$ 5.17 | \$ 5.17 | \$ 5.17 | \$ 5.17 | |
| Natl Pens | \$ 5.90 | \$ 0.30 | \$ 3.25 | \$ 3.54 | \$ 3.84 | \$ 4.13 | \$ 4.43 | \$ 4.72 | \$ 5.02 | \$ 5.31 | |
| 401(K) | \$ 0.50 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| Lcl Appr | \$ 1.17 | \$ 1.17 | \$ 1.17 | \$ 1.17 | \$ 1.17 | \$ 1.17 | \$ 1.17 | \$ 1.17 | \$ 1.17 | \$ 1.17 | |
| ITI | \$ 0.12 | \$ 0.12 | \$ 0.12 | \$ 0.12 | \$ 0.12 | \$ 0.12 | \$ 0.12 | \$ 0.12 | \$ 0.12 | \$ 0.12 | |
| SMOHI | \$ 0.02 | \$ 0.02 | \$ 0.02 | \$ 0.02 | \$ 0.02 | \$ 0.02 | \$ 0.02 | \$ 0.02 | \$ 0.02 | \$ 0.02 | |
| NEMI | \$ 0.03 | \$ 0.03 | \$ 0.03 | \$ 0.03 | \$ 0.03 | \$ 0.03 | \$ 0.03 | \$ 0.03 | \$ 0.03 | \$ 0.03 | |
| Total | \$ 42.12 | \$ 21.42 | \$ 25.82 | \$ 27.58 | \$ 29.33 | \$ 31.09 | \$ 32.84 | \$ 34.60 | \$ 36.35 | \$ 38.11 | |

Union Check off

| | | | | | | | | | |
|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| \$ 1.54 | \$ 0.89 | \$ 0.95 | \$ 1.02 | \$ 1.08 | \$ 1.15 | \$ 1.22 | \$ 1.28 | \$ 1.35 | \$ 1.41 |
|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|

Foreman Rates

| | |
|--|-----------------------------|
| Foreman (6 or fewer Journeymen) | \$2.75 additional base rate |
| General Foreman (7 or more Journeymen) | \$3.25 additional base rate |
| Shop Foreman | same as General Foreman |

***Member Note:** If Family Health Plan Trustees determine it is necessary in order to maintain the FHP, \$0.50 may be moved back from the wage to the FHP contribution rate.

Hazard Premium

Per Article VI, Section 5 10% of base rate of pay

SHEET METAL - WAGE SCHEDULES
AMARILLO/LUBBOCK/WEST TEXAS
June 1, 2026 - May 31, 2027



ZONE 2

| | | Pre-App | Apprentices | | | | | | | |
|--------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| | | 50% | 55% | 60% | 65% | 70% | 75% | 80% | 85% | 90% |
| Journeyman: | | | 1.0 | 1.5 | 2.0 | 2.5 | 3.0 | 3.5 | 4.0 | 4.5 |
| Base | \$ 41.64 | \$ 20.82 | \$ 22.90 | \$ 24.98 | \$ 27.07 | \$ 29.15 | \$ 31.23 | \$ 33.31 | \$ 35.39 | \$ 37.48 |
| H&W* | \$ 5.17 | \$ 5.17 | \$ 5.17 | \$ 5.17 | \$ 5.17 | \$ 5.17 | \$ 5.17 | \$ 5.17 | \$ 5.17 | \$ 5.17 |
| Natl Pens | \$ 5.90 | \$ 0.30 | \$ 3.25 | \$ 3.54 | \$ 3.84 | \$ 4.13 | \$ 4.43 | \$ 4.72 | \$ 5.02 | \$ 5.31 |
| 401(K) | \$ 0.50 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lcl Appr | \$ 1.17 | \$ 1.17 | \$ 1.17 | \$ 1.17 | \$ 1.17 | \$ 1.17 | \$ 1.17 | \$ 1.17 | \$ 1.17 | \$ 1.17 |
| ITI | \$ 0.12 | \$ 0.12 | \$ 0.12 | \$ 0.12 | \$ 0.12 | \$ 0.12 | \$ 0.12 | \$ 0.12 | \$ 0.12 | \$ 0.12 |
| SMOHI | \$ 0.02 | \$ 0.02 | \$ 0.02 | \$ 0.02 | \$ 0.02 | \$ 0.02 | \$ 0.02 | \$ 0.02 | \$ 0.02 | \$ 0.02 |
| NEMI | \$ 0.03 | \$ 0.03 | \$ 0.03 | \$ 0.03 | \$ 0.03 | \$ 0.03 | \$ 0.03 | \$ 0.03 | \$ 0.03 | \$ 0.03 |
| Total | \$ 54.55 | \$ 27.63 | \$ 32.66 | \$ 35.03 | \$ 37.41 | \$ 39.79 | \$ 42.17 | \$ 44.54 | \$ 46.92 | \$ 49.30 |

Union Check off

| | | | | | | | | | |
|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| \$ 2.10 | \$ 1.17 | \$ 1.26 | \$ 1.35 | \$ 1.45 | \$ 1.54 | \$ 1.64 | \$ 1.73 | \$ 1.82 | \$ 1.92 |
|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|

Foreman Rates

| | |
|--|-----------------------------|
| Foreman (6 or fewer Journeymen) | \$2.75 additional base rate |
| General Foreman (7 or more Journeymen) | \$3.25 additional base rate |
| Shop Foreman | same as General Foreman |

***Member Note:** If Family Health Plan Trustees determine it is necessary in order to maintain the FHP, \$0.50 may be moved back from the wage to the FHP contribution rate.

Hazard Premium

Per Article VI, Section 5 10% of base rate of pay

SHEET METAL - WAGE SCHEDULES
AMARILLO/LUBBOCK/WEST TEXAS
June 1, 2027 - May 31, 2028



| | | Pre-App | Apprentices | | | | | | | | |
|--------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|--|
| | | 50% | 55% | 60% | 65% | 70% | 75% | 80% | 85% | 90% | |
| Journeyman: | | | 1.0 | 1.5 | 2.0 | 2.5 | 3.0 | 3.5 | 4.0 | 4.5 | |
| Base | \$ 29.88 | \$ 14.94 | \$ 16.43 | \$ 17.93 | \$ 19.42 | \$ 20.92 | \$ 22.41 | \$ 23.90 | \$ 25.40 | \$ 26.89 | |
| H&W* | \$ 5.17 | \$ 5.17 | \$ 5.17 | \$ 5.17 | \$ 5.17 | \$ 5.17 | \$ 5.17 | \$ 5.17 | \$ 5.17 | \$ 5.17 | |
| Natl Pens | \$ 5.90 | \$ 0.30 | \$ 3.25 | \$ 3.54 | \$ 3.84 | \$ 4.13 | \$ 4.43 | \$ 4.72 | \$ 5.02 | \$ 5.31 | |
| 401(K) | \$ 0.50 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| Lcl Appr | \$ 1.38 | \$ 1.38 | \$ 1.38 | \$ 1.38 | \$ 1.38 | \$ 1.38 | \$ 1.38 | \$ 1.38 | \$ 1.38 | \$ 1.38 | |
| ITI | \$ 0.12 | \$ 0.12 | \$ 0.12 | \$ 0.12 | \$ 0.12 | \$ 0.12 | \$ 0.12 | \$ 0.12 | \$ 0.12 | \$ 0.12 | |
| SMOHI | \$ 0.02 | \$ 0.02 | \$ 0.02 | \$ 0.02 | \$ 0.02 | \$ 0.02 | \$ 0.02 | \$ 0.02 | \$ 0.02 | \$ 0.02 | |
| NEMI | \$ 0.03 | \$ 0.03 | \$ 0.03 | \$ 0.03 | \$ 0.03 | \$ 0.03 | \$ 0.03 | \$ 0.03 | \$ 0.03 | \$ 0.03 | |
| Total | \$ 43.00 | \$ 21.96 | \$ 26.40 | \$ 28.19 | \$ 29.98 | \$ 31.77 | \$ 33.56 | \$ 35.34 | \$ 37.13 | \$ 38.92 | |

Union Check off

| | | | | | | | | | |
|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| \$ 1.57 | \$ 0.90 | \$ 0.97 | \$ 1.04 | \$ 1.10 | \$ 1.17 | \$ 1.24 | \$ 1.31 | \$ 1.37 | \$ 1.44 |
|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|

Foreman Rates

| | |
|--|-----------------------------|
| Foreman (6 or fewer Journeymen) | \$2.75 additional base rate |
| General Foreman (7 or more Journeymen) | \$3.25 additional base rate |
| Shop Foreman | same as General Foreman |

***Member Note: If Family Health Plan Trustees determine it is necessary in order to maintain the FHP, \$0.50 may be moved back from the wage to the FHP contribution rate.**

Hazard Premium

Per Article VI, Section 5 10% of base rate of pay

SHEET METAL - WAGE SCHEDULES
AMARILLO/LUBBOCK/WEST TEXAS
June 1, 2027 - May 31, 2028



ZONE 2

| | | Pre-App | Apprentices | | | | | | | | |
|--------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|--|
| | | 50% | 55% | 60% | 65% | 70% | 75% | 80% | 85% | 90% | |
| Journeyman: | | | 1.0 | 1.5 | 2.0 | 2.5 | 3.0 | 3.5 | 4.0 | 4.5 | |
| Base | \$ 41.64 | \$ 20.82 | \$ 22.90 | \$ 24.98 | \$ 27.07 | \$ 29.15 | \$ 31.23 | \$ 33.31 | \$ 35.39 | \$ 37.48 | |
| H&W* | \$ 5.17 | \$ 5.17 | \$ 5.17 | \$ 5.17 | \$ 5.17 | \$ 5.17 | \$ 5.17 | \$ 5.17 | \$ 5.17 | \$ 5.17 | |
| Natl Pens | \$ 5.90 | \$ 0.30 | \$ 3.25 | \$ 3.54 | \$ 3.84 | \$ 4.13 | \$ 4.43 | \$ 4.72 | \$ 5.02 | \$ 5.31 | |
| 401(K) | \$ 0.50 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| Lcl Appr | \$ 1.38 | \$ 1.38 | \$ 1.38 | \$ 1.38 | \$ 1.38 | \$ 1.38 | \$ 1.38 | \$ 1.38 | \$ 1.38 | \$ 1.38 | |
| ITI | \$ 0.12 | \$ 0.12 | \$ 0.12 | \$ 0.12 | \$ 0.12 | \$ 0.12 | \$ 0.12 | \$ 0.12 | \$ 0.12 | \$ 0.12 | |
| SMOHI | \$ 0.02 | \$ 0.02 | \$ 0.02 | \$ 0.02 | \$ 0.02 | \$ 0.02 | \$ 0.02 | \$ 0.02 | \$ 0.02 | \$ 0.02 | |
| NEMI | \$ 0.03 | \$ 0.03 | \$ 0.03 | \$ 0.03 | \$ 0.03 | \$ 0.03 | \$ 0.03 | \$ 0.03 | \$ 0.03 | \$ 0.03 | |
| Total | \$ 54.76 | \$ 27.84 | \$ 32.87 | \$ 35.24 | \$ 37.62 | \$ 40.00 | \$ 42.38 | \$ 44.75 | \$ 47.13 | \$ 49.51 | |

Union Check off

| | | | | | | | | | |
|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| \$ 2.10 | \$ 1.17 | \$ 1.26 | \$ 1.35 | \$ 1.45 | \$ 1.54 | \$ 1.64 | \$ 1.73 | \$ 1.82 | \$ 1.92 |
|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|

Foreman Rates

| | |
|--|-----------------------------|
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