

**AGREEMENT  
AMARILLO/LUBBOCK AND COUNTIES**

**SHEET METAL WORKERS'  
LOCAL UNION NO. 49**



**AMARILLO/LUBBOCK WEST TEXAS  
INDEPENDENT CONTRACTORS**

**JUNE 1, 2008  
Through  
May 31, 2012**

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

Agreement entered into 1<sup>st</sup> day of June, 2008 by and between the Amarillo/Lubbock-West Texas Independent Contractors hereinafter referred to as the Employer, and Local Union No. 49 of Sheet Metal Workers' International Association, hereinafter referred to as the Union; for Dallam, Sherman, Hansford, Ochiltree, 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

**SECTION 1.** This agreement covers the rates of pay and conditions of employment of all employees of the Employer engaged in but not limited to the (a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustments, alteration, repairing and servicing of all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all air-veyor systems and air handling systems regardless of material use 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 duct work; (d) the preparation of all shop and field sketches used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches; and (e) all other work included in the jurisdictional claims of Sheet Metal Workers' International Association.

**SECTION 2.** Item (c) of above section shall not apply when the job contract calls for an Independent Test & Air Balance contractor.

## ARTICLE II

**SECTION 1.** No Employer shall subcontract or assign any of the work described herein which is to be performed at a job site to any contractor, subcontractor, or other person or party who 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.** Subject to other applicable provisions of the Agreement, the Employer agrees that when subcontracting for prefabrication of materials covered herein, such prefabrication shall 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.** 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

**SECTION 1.** The Employer agrees that none but journey persons, apprentice and pre-apprentice sheet metal workers shall be employed on any work described in Article I and, further, for the purpose of proving jurisdiction, 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 agree to by SMACNA and SMWIA, shall be provided to the Employer.

**SECTION 2.** 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.** 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.** In hiring employees, the Employer agrees to notify the Union of all job openings for positions covered by the Union's Jurisdiction at least forty-eight (48) 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.** 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.** The Employer agrees that none but journeyman sheet metal workers, registered apprentices and pre-apprentices shall be employed on any work described in Article I.

## **ARTICLE IV**

### **Section 1. OBLIGATION**

The Union agrees to furnish, upon request by the Employer, duly qualified sheet metal journeymen, registered apprentices, and preapprentices, 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.** All Employers shall furnish Local #49 certification of insurance covering public liability and worker's compensation and bonding.

## **ARTICLE V**

### **MEMBERSHIP (UNION) REQUIREMENT**

#### **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 ten (10) 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.

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(a) 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.

#### **SECTION 2. 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

Journeyman 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 five (5) 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 five (5) 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:
  - (I) Number of workmen required to man the job.
  - (II) Location of project.
  - (III) Nature and type of construction involved.
  - (IV) Work to be performed.
  - (V) Whether a Journeyman's License is required by the Contractor
  - (VI) 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 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 Registration Facilities shall be available between the hours of 8:00 a.m. and 12:00 noon and 1:00 PM and 5:00 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:

- (1) To 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 for up to 200 days. 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. Record Information

1. In addition to the application forms and registration list provided for herein, the Union shall maintain an employment record showing for each applicant registered hereunder, for each of his employments during the year immediately prior to his first registration and for each of his subsequent employments, whether or not they be with a contractor signatory to this Agreement, the following data:
  - I. Date and Places of employment
  - II. Reasons for termination of employment
  - III. Record of LU No. 49 journeymen training courses successfully completed
  - IV. Right-to-Know Certification
2. The contractor shall submit information on status changes, if any, to the registration system on any termination and the reasons therefore.

#### H. 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.

#### I. 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.

#### J. 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

**SECTION 1.** 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.

**SECTION 2.** New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, shall be recognized as holidays. If a holiday falls on Saturday, the preceding Friday will be observed. If a holiday falls on Sunday, the following Monday will be observed. All work performed on Sundays and holidays shall be paid at 1-1/2 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. If work is performed on a weekend holiday, but not on the observed day, then the weekend holiday will be treated as a holiday.

**SECTION 3.** 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 4.** 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 5.** 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. Check stubs or pay vouchers must be distributed in the same manner as cash and/or check as outlined in this section.

**SECTION 6.** 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 7.** 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 60FT – 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 8.** No apprentice shall work on any job without a journeyman in direct supervision.

## **ARTICLE VII**

**SECTION 1.** 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.

**SECTION 2.** 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.

### **SECTION 3. ZONES**

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	\$16.00 per day
51 to 65 miles	\$24.00 per day
66 to 90 miles	\$40.00 per day
91 miles & over	\$56.00 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 25-mile radius of the job site will not be eligible to receive zone pay, travel time, or mileage.

**SECTION 4.** 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 forty two (42) cents per mile and traveling time. Travel pay 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**

**SECTION 1.** The minimum rates for Journeyman, apprentice and pre-apprentice 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 are as follows:

**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, 2008 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.

At any time during the term of this contract, if the Employer is assessed any monetary liability for under funding in the NPF, then the Employer shall have the option to terminate the contract with 30 days notice.

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

### **Section 2. 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 NMSMCA 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 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 10th day of the succeeding month and will be remitted by the Employer to the Trust Fund Office via the reporting system set forth in this Agreement.

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 3 NATIONAL PENSION FUND**

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.

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 remitted by the Employer to the Trust Fund Office via the reporting system set forth in this Agreement.

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.

The Employer and the Union recognize that, during the term of this Agreement, the Sheet Metal Workers' National Pension Fund (NPF) will notify the parties of the Fund's status under the Pension Protection Act of 2006. It is anticipated that the Fund will be in critical status. Consequently, the Employer and the Union further recognize that a surcharge may be imposed upon contributions to the Fund, and that the Fund may adopt a rehabilitation plan, incorporating alternative schedules of benefits and contributions, during the term of this Agreement.

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 NPF under that schedule

It is undesirable to pay a surcharge upon pension contributions, with no resulting improvement in pension benefits. Accordingly, in the absence of a reallocation as provided above, at such time as the Trustees of the Fund furnish the Employer and the Union with alternative 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.

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 schedule is a part, as modified or amended from time-to-time.

### **SECTION 4. TRUST FUND PAYMENT PROCEDURES:**

The Employer shall contribute to the Local No. 49 Health and Welfare Fund, Local Training Fund, National Pension Fund, International Training Institute, National Energy Management Institute, Sheet Metal Workers Occupational Institute, Local 49 Defined Contribution Pension and any other parties or Funds in accordance with this Agreement.

The Employer shall deduct from the net pay of each employee amounts as specified in Section 1 of this Article.

The Employer will make fringe benefit contributions for each hour worked by employees covered by this Labor Agreement.

**PAYMENT OF TRUST FUNDS:** Contributions and deductions shall be paid monthly through the respective Trust Fund(s) Office(s). The Board of Trustees of the various funds shall provide the Employer with the necessary forms for the transmittal of the moneys. Information there from shall be readily corroborative with the books of record.

**MONTHLY REPORTS:** Monthly reports shall be mailed to the Local 49 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.

**REPORT DUE DATES AND PENALTIES:**

Monthly reports and remittances shall be due in the Trust Fund Office on the 15<sup>th</sup> day of the month following the end of the reportable month.

Monthly reports and remittances not received by the 20<sup>th</sup> day of the month following the end of the reportable month shall be delinquent.

Any Employer who is delinquent in its submission of contributions and/or monthly report shall be assessed the cost of any audit that the Board of Trustees subsequently orders.

Any Employer who is delinquent over thirty (30) days in its submission of contributions and/or its monthly report shall be assessed all attorney's fees incurred by the Board of Trustees, including the cost of demand letters and other pre-litigation legal fees and expenses. Normally any Employer whose name appears on the monthly delinquency list will receive a demand letter from the Fund's attorney and will be assessed the cost of that letter.

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.

If reports and remittances have not been brought to current condition by the 20<sup>th</sup> day of the month, the Trustees of each respective Fund may pursue all remedies available, including litigation.

The Union shall refer all employees back to the Employer who is delinquent when delinquent reports and all assessments are received in the Trust Fund Office.

**SECURITY REQUIREMENTS:**

1. Each Employer hiring employees covered under Article I of this Agreement shall furnish a security for the payment for fringe benefit contributions and dues withholdings in the minimum amount of ten thousand dollars (\$10,000.00). Security may take the form of a bond, cash collateral, or other form of security acceptable by the Board of Trustees. The amount of the security shall 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 amount on reports exceed its security for three (3) consecutive months, or by joint demand of the Board of Trustees of the various funds, it shall increase its security to the next applicable five thousand dollar (\$5,000.00) increment. If a surety bond is furnished, such bond shall be in a company and in such form as is satisfactory and payable to the Board of Trustees of the various funds under this Agreement.

2. This security is for the use and 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.

3. Security documents will be placed in the Trust Fund Office prior to the referral of any employees by the Union to Employers. It shall be the obligation and the duty of the officials of the Union to confirm the existence of effective security at the Trust Fund Office.

4. At such time as any Employer terminates the last employee on whom benefits are being accrued and funds being remitted to the Trust Fund Office, such Employer shall indicate on the Final report form that such is the case. When the Trust Fund Officer receives such information, it is to be immediately relayed to the office of the Union, followed by confirmation of such information in writing.

5. Failure to furnish and maintain security in accordance with the requirements in this Agreement shall constitute delinquency, and shall be subject to the conditions and penalties as set forth above in this Article.

## **SECTION 5. DEFINED CONTRIBUTION PENSION PLAN**

The employer will contribute amounts specified in the wage schedules contained herein for each hour worked by each employee covered by this Agreement to the Sheet Metal Workers' Local 49 Defined Contribution Pension Plan. The employees may also elect to have additional amounts deferred from their hourly base pay to the Plan.

Additional contributions will be allowed as long as they do not violate the terms of the Trust Agreement, the Defined Contribution Pension Plan, the Internal Revenue Service regulations, the Employee Retirement Income Security Act, or Department of Labor regulations.

The Board of Trustees may determine contribution level options.

The Sheet Metal Workers' Local Union Number 49 Defined Contribution Pension Plan Document and Declaration of Trust, established October 1, 1994, is hereby renewed without interruption and shall be administered by a joint board of six (6) Trustees, composed of three (3) Trustees designated by the New Mexico Sheet Metal Contractors' Association, Inc., and three (3) designated by the Union. The Joint Board of Trustees shall 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 shall have the right, upon recommendation of the Joint Board of Trustees of the Sheet Metal Workers' Local Union Number 49 Defined Contribution Pension 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 or section to this Agreement to the contrary.

**SECTION 6.** On all work specified in Article I of this Agreement, fabricated and/or assembled by journey person sheet metal workers, apprentices and/or 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 Sheet Metal Workers' International Association, whose established wage scale is higher than the wage scale specified in this Agreement, the higher wage scale of the job site Union shall be paid to the employees employed on such work in the home shop or sent to the job site.

**SECTION 7.** The provisions of Section 4 of this Article, Section 2 of Article II, and Section 1 of Article III shall not be applicable to the manufacture for sale to the trade or purchase of the following items:

1. Ventilators
2. Louver
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

**SECTION 8.** The provisions of Section 5. 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 ventilation.

In addition, the provisions of Section 4 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 9.** Except as provided in Section 5. of this Article, the Employer agrees that journeyman, apprentice, and pre-apprentice sheet metal 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 10.** When the Employer has any work specified in specified 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 Sheet Metal Workers' International Association, and qualified sheet metal workers are available in such area, no more than two (2) sheet metal workers per job are to be sent 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 shall 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 shall 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 in which such work is performed or supervised, plus all necessary transportation, travel time, board, and expenses while employed in the area, and the Employer shall be otherwise governed by the established Working conditions of that local Agreement. If employees are sent into an area where there is no local Agreement of the Sheet Metal Workers' International Association covering the area then the minimum conditions of the home local union shall apply.

**SECTION 11.** In applying the provisions of Section 2, 7, and 8 of this Article, the term "wage scale" shall include the value of all applicable hourly contractual benefits in addition to the hourly wage rate provided in said Sections.

**SECTION 12.** 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 Health & Welfare Trust Fund 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 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 from other areas.

### **SECTION 13. Established wages rates**

Wages at the established rates specified herein shall be paid weekly in the Shop or on the job, at or before quitting time on the specified payday, except in the event the specified payday is a holiday, in which case on the weekday preceding the holiday at or before quitting time. Employers may change the specified payday by providing written notice to the Local Union at least thirty (30) days prior to implementing the change. No more than two (2) day's will be withheld. However, discharged employees shall be paid in full.

If an employee is not paid by cash or check by quitting time on the specified pay day, he shall 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.

In the event an employee in a situation as described above has not been paid by starting time the following day, he shall receive two (2) hours straight time rate as a penalty.

In the event an employee is paid with a non-negotiable check he shall be entitled to receive all expenses levied against his personal checking account and/or by establishments where non-sufficient fund check fees are levied against the employee. In addition, the Employee shall receive two (2) hours straight time rate as a penalty.

In the event of under payment or over payment of wages or other compensation provided for in this Agreement, and payment or recovery has not been made, either party shall 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.

Employers shall use and retain a system of time cards and a definitive voucher copy 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 14. Show Up Time**

Journeyman sheet metal workers 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.

#### **SECTION 15. Working non member**

Each Employer covered by this Agreement shall employ at least on (1) journeyman sheet metal worker who is not a member of the firm on all work specified in Article I of this Agreement.

#### **SECTION 16. International Training Institute**

Effective as of the date of this Agreement, the Employers will contribute to the International Training Institute, amounts specified in the wage schedules of this agreement. Payment shall be made on or before the 20<sup>th</sup> day of the succeeding month and shall be remitted as designated by the Trustees of the Fund, in accordance with Section 3 of this Article.

Effective as the date of this Agreement, the Employers will contribute to the Sheet Metal Occupational Health Institute Trust two cents (\$0.02) per hour for each hour worked by each employee of the Employer covered by this Agreement. Payment shall be made on or before the 20<sup>th</sup> day of the succeeding month and shall be remitted as designated by the trustees of the Trust, in accordance with Section 3 of this Article.

Effective as the date of this Agreement, the Employers will contribute to the National Energy Management Institute Committee three cents (\$0.03) per hour for each hour worked by each employee of the Employer covered by this Agreement. Payment shall be made on or before the 20<sup>th</sup> day of the succeeding month and shall be remitted as designated by the trustees of the Trust, in accordance with Section 3 of this Article.

The parties agree to be bound by the separate Agreements and Declarations of Trusts establishing the International Training Institute, the Sheet Metal Occupational Health Institute Trust, The National Energy Management Institute Committee, The Sheet Metal Workers National Pension Fund and the separate agreements and declarations of trust of all other local or National programs 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

agreements as may be made from time to time and hereby designate as their representatives on the Board of Trustees such Trustees as are named together with any successors who may be appointed pursuant to said agreement.

The parties authorize the trustees of all National funds to cooperatively establish uniform collection procedures to provide for efficient and effective operation of the various national trusts.

### **SECTION 17. Target Jobs**

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.

## **ARTICLE IX**

**SECTION 1.** Contractors shall furnish any needed hand tools to pre-apprentices and to first year apprentices, provided these workers agree to be held accountable for the cost of such tools if they are not returned. These tools are to be turned in to the contractor when the worker is either terminated or promoted beyond the first year apprentice level. Journey-persons and all second through fourth year 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 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 3 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**

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 the Union, arising out of interpretation or enforcement of this Agreement, shall be settled between the Employer directly involved and the duly authorized representative of the Union, if possible. Both parties may participate in conferences through representatives of their choice. To be valid, grievances must be raised within thirty (30) calendar days of the first knowledge of the facts pertinent to the grievance.

**SECTION 2.** Grievances not settled as provided in Section 1 of this Article may be appealed by either party to the Local Joint Adjustment Board where the work was performed or in the jurisdiction of the Employer's home local, and such Board shall meet promptly on a date mutually agreeable to the members of the Board, but in no case more than fourteen (14) calendar days following the request for its services, unless the time is extended by mutual agreement of the parties or Local Joint Adjustment Board. The Board shall consist of representatives of the Union and of the local Employers' Association and both sides shall cast an equal number of votes at each meeting. 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 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. Notwithstanding the provisions of Paragraph 1 of this Section, an Employer who was not a party to the labor agreement of the area in which the work in dispute is performed may appeal the decision of the Local Joint Adjustment Board from that area, including a unanimous decision, and request a Panel hearing as set forth in Section 3 of this Article, providing such appeal is approved by the Co-Chairpersons of the National Joint Adjustment board.

**SECTION 4.** Grievances not settled as provided in Section 3 of this Article may be appealed jointly or by either party to the National Joint Adjustment Board. Submissions shall be made and decisions rendered under such procedures as may be prescribed by such Board. 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.** 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.** 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 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.

All correspondence to the National Joint Adjustment Board shall be sent to the following address: National Joint Adjustment Board, Box 220956, Chantilly, VA 20153-0956 or 4201 Lafayette Center Drive, Chantilly, VA 20151-1209.

## ARTICLE XI

**SECTION 1.** All duly qualified apprentices shall be under the supervision and control of a Joint Apprenticeship and Training Committee composed of six (6) members, three (3) of whom shall be selected by the Employer, and three (3) by the Union. Said Joint Apprenticeship and Training Committee shall 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 the operation of an adequate apprentice system to meet the need and requirements of the trade. Said rules and regulations when formulated and adopted by the parties hereto shall be recognized as part of this Agreement.

**SECTION 2.** 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.

**SECTION 3.** It is hereby that the Employer shall apply to the Joint Apprenticeship and Training Committee to grant apprentices on the basis of one (1) apprentice for each two (2) Journey persons regularly employed throughout the year. Provided, however, and Employer will not be entitled to a new apprentice if the Employer has an apprentice on layoff for lack of work.

**SECTION 4.** All applicants for apprenticeship shall comply with the age limits as specified in the Standards of Apprenticeship for Sheet Metal Workers Apprentices West Texas Area, and each apprentice shall serve an apprenticeship of four (4) years and such apprentices shall not be in charge of work on any job and shall work under supervision of a Journeyman until apprenticeship terms have been completed and they have qualified as journeymen.

**SECTION 5.** A graduated wage scale with six month increases for apprentices shall be established and maintained. The graduated wage scale is indicated in the wage schedule of Article VIII, Section 1.

## **ARTICLE XII**

**SECTION 1.** 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"

## **ARTICLE XIII**

**SECTION 1.** This Agreement and Agenda attached hereto shall become effective on the 1<sup>st</sup> day of June 2008 and remain in full force and effect until the 31<sup>st</sup> day of May, 2012, and shall continue in force from year to year thereafter unless written notice of reopening is given not less than ninety (90) days prior to the expiration date. In the event such notice of reopening is served, this Agreement shall continue in force and effect until conferences relating thereto have been terminated by either party by written notice; however, if this agreement contains Article X, Section 8, it shall continue in full force and effect until modified by order of the National Joint Adjustment Board or until the procedures under this Agreement have been otherwise completed.

**SECTION 2.** If, pursuant to federal or state law, any provision of this Agreement should be found by a court of competent jurisdiction to be void or unenforceable, all other provisions of this Agreement shall remain in full force and effect. The parties agree to meet and negotiate a substitute provision. If negotiations are unsuccessful, either party pursuant to Article X of this Agreement may submit the issue for resolution.

**SECTION 3.** Notwithstanding any other provisions of this Article or any other Article in this Agreement, whenever an amendment to the Standard Form of Union Agreement shall be adopted by the sponsoring National associations, any party of this Agreement, upon the service of notice to all other parties hereto, shall have the 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 shall be no strike or lockout over this issue.

**SECTION 4.** Each Employer hereby waives any right to repudiate this Agreement during the term of the Agreement, or during the term of any extension, modification, or amendment to this Agreement.

## **ARTICLE XIV**

**SECTION 1.** Agreements, National in scope, between Sheet Metal Workers' International Association and other International Unions, 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' National Association, Inc.

**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 others 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 XV**

**SECTION 1.** A safety committee shall be appointed by the Employers signatory to this Agreement and by the Local Union with equal representation thereon 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 XVI

**SECTION 1.** 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 XVII

**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 XVIII

**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 XIX

**SECTION 1.** It being the intention of both parties to this Agreement to abide by all applicable State and Federal Labor Laws, the provisions of this Agreement are made subject to such laws and shall be interpreted so as to conform therewith. Any unlawful provisions shall be null void but shall not invalidate the remainder of this Agreement.

In witness whereof, the parties hereto affix their signatures and seal this 1<sup>st</sup> day of June, 2008

**AMARILLO / LUBBOCK  
WEST TEXAS  
INDEPENDENT CONTRACTORS**

  
Committee Co-Chairman **Will Anthony**

  
Committee Member **Simi Callahan**

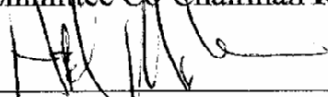
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Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_  
Zip Code \_\_\_\_\_

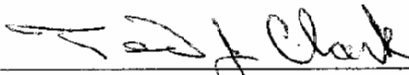
Signature

Date

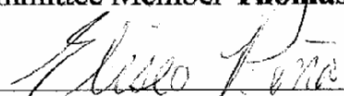
**SHEET METAL WORKERS  
INTERNATIONAL  
ASSOCIATION LOCAL UNION NO.  
49**

  
Committee Co-Chairman **Ray Diaz**

  
Committee Member **Abel Billy Martinez**

  
Committee Member **Ted Clark**

  
Committee Member **Thomas W McKay**

  
Committee Member **Eliseo Pena**

Business Manager: \_\_\_\_\_  
Sheet Metal Workers Local Union #49  
2300 Buena Vista SE  
Albuquerque New Mexico  
87109

Signature

Date

**SHEET METAL - WAGE SCHEDULES**  
**AMARILLO OILBUCK WEST TEXAS**

**06/10/2008 ~ 05/31/2009**

	<b>Pre App</b>		<b>Apprentices</b>										
	<b>45%</b>	<b>50%</b>	<b>55%</b>	<b>60%</b>	<b>65%</b>	<b>70%</b>	<b>75%</b>	<b>80%</b>	<b>85%</b>				
<b>Journeyman:</b>		<b>1.0</b>	<b>1.5</b>	<b>2.0</b>	<b>2.5</b>	<b>3.0</b>	<b>3.5</b>	<b>4.0</b>	<b>4.5</b>				
Base	\$ 19.33	\$ 8.70	\$ 9.67	\$ 10.63	\$ 11.60	\$ 12.56	\$ 13.53	\$ 14.50	\$ 15.46	\$ 16.43			
H&W	\$ 4.79	\$ -	\$ -	\$ 4.79	\$ 4.79	\$ 4.79	\$ 4.79	\$ 4.79	\$ 4.79	\$ 4.79			
Natl Pens	\$ 2.97	\$ 0.15	\$ 1.49	\$ 1.63	\$ 1.78	\$ 1.93	\$ 2.08	\$ 2.23	\$ 2.38	\$ 2.52			
401(K)	\$ 0.50		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Lcl Appr	\$ 0.40		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
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
<b>Total</b>	<b>\$ 28.16</b>	<b>\$ 8.85</b>	<b>\$ 11.33</b>	<b>\$ 17.22</b>	<b>\$ 18.34</b>	<b>\$ 19.45</b>	<b>\$ 20.57</b>	<b>\$ 21.69</b>	<b>\$ 22.80</b>	<b>\$ 23.91</b>			
<b>Union Check off</b>													
	\$ 0.90	\$ 0.42	\$ 0.46	\$ 0.51	\$ 0.55	\$ 0.60	\$ 0.64	\$ 0.68	\$ 0.73	\$ 0.77			
<b>Foreman Rates</b>													
<b>Foreman</b>	<b>(6 or fewer Journeyman)</b>										<b>\$1.50 additional base rate</b>		
<b>General Foreman</b>	<b>(7 or more Journeyman)</b>										<b>\$2.00 additional base rate</b>		
<b>Shop Foreman</b>						<b>same as General Foreman</b>							

**SHEET METAL - WAGE SCHEDULES**  
**AMARILLO LUBBOCK/WEST TEXAS**

**06/01/2009 ~ 05/31/2010**

	<b>Pre App</b>		<b>Apprentices</b>										
	<b>45%</b>	<b>50%</b>	<b>55%</b>	<b>60%</b>	<b>65%</b>	<b>70%</b>	<b>75%</b>	<b>80%</b>	<b>85%</b>				
<b>Journeyman:</b>		<b>1.0</b>	<b>1.5</b>	<b>2.0</b>	<b>2.5</b>	<b>3.0</b>	<b>3.5</b>	<b>4.0</b>	<b>4.5</b>				
Base	\$ 20.25	\$ 9.11	\$ 10.13	\$ 11.14	\$ 12.15	\$ 13.16	\$ 14.18	\$ 15.19	\$ 16.20	\$ 17.21			
H&W	\$ 4.79	\$ -	\$ -	\$ 4.79	\$ 4.79	\$ 4.79	\$ 4.79	\$ 4.79	\$ 4.79	\$ 4.79			
Natl Pens	\$ 3.18	\$ 0.16	\$ 1.59	\$ 1.74	\$ 1.90	\$ 2.07	\$ 2.23	\$ 2.39	\$ 2.55	\$ 2.70			
401(K)	\$ 0.50		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Lcl Appr	\$ 0.40		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
ITI	\$ 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			
NEMI	\$ 0.03		\$ 0.03	\$ 0.03	\$ 0.03	\$ 0.03	\$ 0.03	\$ 0.03	\$ 0.03	\$ 0.03			
<b>Total</b>	<b>\$ 29.29</b>	<b>\$ 9.27</b>	<b>\$ 11.89</b>	<b>\$ 17.84</b>	<b>\$ 19.01</b>	<b>\$ 20.19</b>	<b>\$ 21.37</b>	<b>\$ 22.54</b>	<b>\$ 23.71</b>	<b>\$ 24.87</b>			
<b>Union Check off</b>													
<b>Foreman Rates</b>	<b>\$ 0.94</b>	<b>\$ 0.44</b>	<b>\$ 0.49</b>	<b>\$ 0.53</b>	<b>\$ 0.58</b>	<b>\$ 0.62</b>	<b>\$ 0.67</b>	<b>\$ 0.71</b>	<b>\$ 0.76</b>	<b>\$ 0.80</b>			
<b>Foreman</b>	<b>(6 or fewer Journeyman)</b>										<b>\$1.50 additional base rate</b>		
<b>General Foreman</b>	<b>(7 or more Journeyman)</b>										<b>\$2.00 additional base rate</b>		
<b>Shop Foreman</b>										<b>same as General Foreman</b>			