March 19, 2020

Ratification Meeting Changed to Electronic Voting

- By order of the Governor of New Mexico, the in-person Ratification Meeting scheduled for this Saturday, March 21, 2020, at the Union Hall has been canceled.

- Voting will be open by electronic link on Saturday, March 21, between 10:00 a.m. and 12:00 noon.

- A text message with the voting link will be sent at 10:00 a.m. on Saturday.

- A link will also be placed on the website: www.smwlu49.org

- The presentation slides outlining the contract changes start on the next page.

- The presentation is also available on the Local 49 website: www.smwlu49.org

- If you have any questions or would like to discuss the changes, please contact Vince Alvarado (ext. 3) or Isaiah Zemke (ext. 4) at (505) 266-5878.
New Mexico Building Trades
2020 Contract Ratification

Summary of Changes

**** Deleted Language in Red / Deleted Text ****

**** New Language in Blue / Added Text ****
This Agreement entered into this 1st day of April, 2017, 2020 by and between INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL AND TRANSPORTATION (SMART) LOCAL UNION NO. 49, hereinafter referred to as the Union, and SHEET METAL AND AIR CONDITIONING CONTRACTORS’ ASSOCIATION OF NEW MEXICO (SMACCA SMACNA of NM) for the entire state of New Mexico and these Counties in Texas: Brewster, Culberson, El Paso, Hudspeth, Jeff Davis, Pecos, Presidio, Reeves, and Terrell.
ARTICLE VI
WORK DAY – OVERTIME – SHIFT WORK – NOTIFICATION - HOLIDAYS

SECTION 1. WORK DAY

(a) Occupied building will be defined as a building or work area currently in use that work must be scheduled around due to noise or dust or safety or owner’s direction. Work beyond Hours worked after ten (10) hours per day will be subject to overtime as stated in Section 2 of this Article, or Hours worked over forty (40) hours per week will be subject to overtime as stated in Section 2 of this Article and in compliance with state or federal law.

(b) The regular work day will consist of eight (8) to ten (10) consecutive hours labor in the shop or on the job between six (6) a.m. and six (6) p.m. The regular work week will consist of consecutive workdays totaling forty (40) hours labor in the shop or on the job, beginning with Monday and ending with Friday of each week. All full-time or part-time labor performed during such hours will be recognized as regular working hours and be paid for at the regular rate. Except as otherwise provided pursuant to Section 1.b and Sections 2 and 3 of this Article, all work performed outside of regular working hours and regular work week will be paid subject to Section 2 of this Article.
ARTICLE VI
WORK DAY – OVERTIME – SHIFT WORK – NOTIFICATION - HOLIDAYS

SECTION 2. OVERTIME

Overtime will be paid on hours worked after ten (10) hours per day. or Hours worked over forty (40) hours per pay period, and for any time worked on Saturday, will be subject to overtime at the rate of one and one-half (1-1/2) times the regular rate of pay, with the exception of Sundays and the nine 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. Worker cannot be penalized for not working Sundays and Holidays.
SECTION 3. SHIFT WORK

(b) Employee shall receive their regular daytime rate of pay between the hours of 6:00am and 6:00pm. They shall receive five-tenths percent (510%) shift premium pay for all hours worked between 6:00pm and 1:00am. They shall receive ten-fifteen percent (1015%) premium pay for all hours worked between 1:00am and 6:00am.
SECTION 2. 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) Subsistence will be paid in any area outside the Employer's home zone, as described in Section 3 of this Article, unless the jobsite is within ninety (90) miles (by most direct regularly traveled route) of an employee's principle place of residence, in which case the Employer will not be required to pay subsistence to that employee while working on that jobsite.

b) If an overnight stay is required, $60.00 80.00 subsistence will be paid for each day worked outside of the Employer’s home zone as described in Section 3 and 2(a) of this Article.
ARTICLE VIII

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

SECTION 15. INTERNATIONAL TRAINING INSTITUTE, NEMIC®, fStT SMOHIT
ARTICLE VIII
WAGES, TRUST FUNDS, RATE ITEMS, NOTICES, PAY DAY

SECTION 17. PAYMENT OF TRUST FUNDS

Contributions and deductions will be paid monthly (weekly for DCP elective employee contributions) 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.

Unless otherwise agreed, such contributions and remittance data shall be transmitted electronically via the National Benefit Funds’ secure online Internet Payment System (IPS), accessible at www.smwnbf.org (IPS Support Team can be reached via email: ips@smwnbf.org or by calling 800-231-4622.)

Should the Plan fail to receive the requisite contributions by the due date, the Employer will be delinquent and will be subject to all damages, interest and other charges applicable under the Trust Agreement, the Collections Procedures of the Board of Trustees, Document and federal law.

Local fund obligations shall be transmitted through the same secure online system; so long as the NPF and Local 49 Funds are party to a service agreement whereby contractors are able to directly transmit remittance data and payment to Local 49 Funds through the NBF Internet Payment system.
ARTICLE VIII
WAGES, TRUST FUNDS, RATE ITEMS, NOTICES, PAY DAY

SECTION 18.  WEEKLY AND MONTHLY REPORTS

(a) Weekly Contributions. Employers will report and remit all DCP employee elective contributions weekly, at the earliest date on which the employer can reasonably segregate them from the employer’s general assets, but no later than **seven (7)** business days after the specified payday.

(b) Monthly Contributions. Employers will report and remit all other fringe benefit contributions monthly, as specified in Section 19 below and elsewhere in this Agreement. Employers may submit all contributions weekly, but are not required to do so.

(c) A copy of the monthly reports submitted per Section 17 of this Article will be provided to the SMACCA SMACNA of NM office and Local Union No. 49 office, and applicable remittance will cover through the last day of the regular pay week period occurring during the reportable month. The subsequent monthly report will commence with the day following the last previous day reported.
ARTICLE VIII
WAGES, TRUST FUNDS, RATE ITEMS, NOTICES, PAY DAY

SECTION 19. REPORT DUE DATES AND PENALTIES

(a) Weekly reports and payments for employee elective contributions into the Defined Contribution Plan are due at the earliest date on which the employer can reasonably segregate them from the employer’s general assets, but no later than **seven (7)** business days after the specified payday. Weekly reports and payments not received by this date will be delinquent.

(b) Monthly reports and payments for all other fringe benefit contributions will be due in the Trust Fund Office on the 10th day of the month following the end of the reportable month.

(c) Monthly reports and payments not received by the 10th day of the month following the end of the reportable month will be delinquent.

(d) All delinquent reports and payments will incur fifteen percent (15%) per annum liquidated damages. Employers who are delinquent in their payments of employee elective contributions into the Defined Contribution Plan will also be responsible for each employee’s lost investment earnings on his or her elective contributions during the period of delinquency.

(e) 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 10th day of that month. All delinquent weekly reports for the payment of employee elective contributions into the Defined Contribution Plan will be assessed interest in an amount set by the Trustees from the date of delinquency.

(f) 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. Any Employer who fails to submit a timely weekly report for employee elective contributions will also be assessed a $10 per weekly report late fee.

(g) Any Employer that is delinquent in its submission of contributions, weekly report, and/or its monthly report will be assessed the cost of any audit that the Board of Trustees subsequently orders.
SECTION 23. VACATION SAVINGS DEDUCTION (Voluntary)

The Employer will deduct and withhold up to the hourly amounts shown in the Wage Schedules. Each employee will designate the hourly amount they wish to have withheld from their paycheck. 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.
ARTICLE VIII
WAGES, TRUST FUNDS, RATE ITEMS, NOTICES, PAY DAY

SECTION 24. DEFINED CONTRIBUTION PENSION PLAN 401(k)

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 Pension 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 Pension 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. The Local 49 Defined Contribution Plan Board of Trustees will determine contribution level options. The employer will transmit employee elective contributions weekly at the earliest date on which they can reasonably be segregated from the employer’s general assets, but no later than **seven (7)** business days after the specified payday. Payment will be made on or before the 10th day of the succeeding month and will be paid by. The Employer will report and pay them to the Trust Fund Office via the reporting system set forth in this Agreement.
ARTICLE IX
REQUIRED TOOLS

Sheet metal journeymen, intermediate journeymen, apprentices, preapprentices and classified workers 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 25 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, Crimpers, and Torpedo Level.
SECTION 3. STANDARDS OF APPRENTICESHIP AND TRAINING

(f) JATC Apprentice Policy Manual
ARTICLE XIII
FOREMEN

SECTION 2. PREMIUM PAY

Working foreman will receive premium pay above the minimum rates for journeymen as set forth in the Wage Schedule of this Agreement as follows:

(a) Working (Low) foreman with five (5) or fewer workers working under him.
(b) Working (High) foreman with six (6) or more workers working under him.
(c) General Foreman
(d) Apprentice with NM JSM license working alone shall receive Journeymen wages per the wage schedule.
(e) Apprentice with NM JSM running work shall receive foreman pay under Article XIII Section 2. Premium Pay (a), (b), or (c).
ARTICLE XXVIII
EFFECTIVE AND EXPIRATION DATES

SECTION 1. TERM

This Agreement will become effective on the 1st day of April 2017, and remain in full force and effect until the 31st day of March 2020, 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, provided, however, that the contract expiration date contained in this Section will not be effective in the event proceedings under Article X, Section 8, are not completed prior to that date. In that event, this Agreement will continue in full force and effect until modified by order of the National Joint Adjustment Board, or until the procedures under Article X, Section 8, have been otherwise completed.

In the event Federal Davis-Bacon or state predetermined wage scale should be discontinued, this Agreement will be reopened for purposes of wage adjustment.
### Proposed Wages 2020-2023

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<th></th>
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<th>Increase</th>
<th>2020</th>
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<th>Total Increase</th>
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<td>$1.24  4.00%</td>
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MEMORANDUM OF UNDERSTANDING
FOR HVAC SERVICE & MAINTENANCE

This Memorandum of Understanding (MOU) entered into on this ____ day of __________, 2017 2020, by and between Sheet Metal & Air Conditioning Contractors’ Association of New Mexico, hereinafter referred to as the Association and the International Association of Sheet Metal, Air, Rail and Transportation (SMART) Sheet Metal Workers Local 49 is effective April 1, 2017 2020 through March-December 31, 2020 2023.
**SERVICE MOU**

**SECTION 3: WAGE RATES; ECONOMIC PACKATE**

Per attached wage schedule

**SECTION 4: WORK SCHEDULE, OVERTIME and HOLIDAYS:**

The regular workweek will consist of five (5) consecutive days – Monday or Tuesday through Friday or Saturday. Hours worked before 5:00 a.m. or after 8:00 p.m. shall be paid at one and one half (1 ½) times the regular rate. Hours worked, not including travel time, over ten (10) hours per day will be subject to overtime as stated in Article VI, Section 1 (b). Work over forty (40) hours per week will be subject to overtime as stated in Article VI, Section 1 (b) in compliance with state or federal law and shall be paid at the one and one half (1 ½) times hourly rate.
SECTION 5: ON-CALL TIME
On-call “stand-by” time is not mandatory, but when scheduled, shall be paid at the rate of $100.00-$125.00 per week. This is to be considered a fee paid to the worker and not a substitute for hours worked and will be paid in addition to any actual work hours. However, if dispatched to perform work under the scope of work, those hours shall be considered part of the work week and eligible for overtime rates.
SECTION 7: SERVICE TOOLS

Employer provided tools shall be serviceable and in safe working order. Each employee shall sign-out for the Employer-provided tools and instruments and shall be fully responsible for their return to the Employer when not in use. Employees must provide the tools on the following list. All other tools required to perform the covered scopes of work will be provided by the Employer.

1. Nut driver - 5/16”
2. Nut driver - 1/4”
3. Screwdriver-flathead
4. Screwdriver-phillips
5. 1-4 may be in a 10 in 1 Tool
6. Crescent - 6”
7. Inspection mirror
8. 16’-25’ tape measure
9. Wire Strippers
10. Allen wrenches (small set)
11. Service valve wrench
12. Wrench set ¼”-1”
13. Torpedo level
14. Pocket thermometer
15. Needle nose pliers
16. Flare tool block
17. Lineman/dikes
18. Red & green snips
19. Valve core tool (EPA only)
20. Utility knife
21. Flashlight
22. Crimper
SECTION 9: ACKNOWLEDGEMENTS
This Memorandum of Understanding (MOU) shall be subject to change or supplement at any time by mutual consent of the parties hereto. By signing this MOU the employer is signatory to the local building trades agreement. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and shall become part of this MOU.
This Memorandum of Understanding signed this ______ day of ____________, 2017 2020.

Sheet Metal and Air Conditioning Contractors’ Association of New Mexico

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

_______________________________                            ______________________________
Committee Chairman / Kevin Yearout                            Business Manager / Vince Alvarado
## Proposed Wages 2020-2023

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</table>
For any questions please contact:

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