

**A-08-11**

**STANDARD FORM OF  
UNION AGREEMENT AND  
ADDENDA THERETO BETWEEN**

**INTERNATIONAL ASSOCIATION OF SHEET  
METAL, AIR, RAIL AND TRANSPORTATION  
WORKERS LOCAL UNION 88**

**AND**

**SMACNA OF SOUTHERN NEVADA**

**JULY 1, 2019 – JUNE 30, 2024**

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\* An Employer signatory to the Standard Form Union Agreement (SFUA) is not automatically signatory to the Addendums herein. A signatory Employer that desires to perform work under one of the Addendums must do the following:

- (1) **Procure a signature page for the desired Addendum(s) from SMART Local 88.**
- (2) **Submit a signed copy of the signature page(s) to both SMART Local 88 and SMACNA of Southern Nevada.**

## **Form A-08-11**

### **STANDARD FORM OF UNION AGREEMENT**

#### **SHEET METAL, ROOFING, VENTILATING AND AIR CONDITIONING CONTRACTING DIVISIONS OF THE CONSTRUCTION INDUSTRY**

Agreement entered into this 1st day of July 2019, by and between SMACNA of Southern Nevada, and each business establishment individually, whether represented by a contractor association or not, hereinafter referred to as the Employer, and SMART Local 88 of the International Association of Sheet Metal, Air, Rail and Transportation Workers, hereinafter referred to as the Union for Clark, Lincoln, Nye, White Pine and Esmeralda counties.

#### **SECTION 1 – WORK PRESERVATION AND SECTOR EXPANSION**

The parties hereto may at their discretion, and where local conditions warrant such action, mutually agree to expand this Agreement to cover other segments of work not presently controlled by the parties.

The Employer may make a Resolution 78 or Industry Stabilization Program request to SMART Local 88 to enable them to perform work on a specific, individual project under the terms of this Agreement. This request shall be made within the policies and procedures set forth by SMART Local 88.

#### **ARTICLE 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, the: (a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all HVAC systems, air veyor 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 duct work; (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 and underlayment regardless of material used; (f) any and all auditing, commissioning and testing, of all HVAC in connection with a building rating methods; detailing, shop fabrication, field installation and performance oriented tasks and (g) all other work included in the jurisdictional claims of International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART).

## **ARTICLE 2 – SUBCONTRACTOR CLAUSE**

### **SECTION 1**

No Employer shall subcontract or assign any of the work described herein which is to be performed at a jobsite 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 this 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 metal fabrication, as established under provisions of this Agreement.

## **ARTICLE 3 – LETTER OF ASSIGNMENT**

The Employer agrees that none but journeyman, apprentice and pre-apprentice sheet metal workers shall be employed on any work described in Article 1 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 jobsite prior to commencement of work at the site. List of such specific items, which may be revised from time-to-time, as agreed to by and between SMACNA and SMART, shall be provided to the Employer.

## **ARTICLE 4 – DULY QUALIFIED EMPLOYEES**

The Union agrees to furnish upon request by the Employer duly qualified journeyman, apprentice and pre-apprentice sheet metal workers 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.

## **ARTICLE 5 – UNION REPRESENTATION**

### **SECTION 1**

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 1 of this Agreement, within eight (8) days following the beginning of such employment or the effective date of this Agreement, whichever occurs later, provided the Employer has reasonable grounds 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**

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.

## **SECTION 3**

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 4**

The Employer agrees to deduct union 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 fifteenth (15<sup>th</sup>) day of each month, the Employer shall remit to the designated financial officer of the 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 5**

The Union may request recognition as the exclusive collective bargaining agent for employees in the classifications and geographic jurisdiction covered by this Agreement. The methods by which such recognition may be obtained are set forth in Article 16.

# **ARTICLE 6 – WORKING HOURS, STARTING TIMES, HOLIDAYS, OT/DT**

## **SECTION 1 – STARTING TIME AND WORKING HOURS**

The regular working day shall consist of eight (8) hours labor in the shop or on the job between 6:00 a.m. and 4:30 p.m., except for the months of May 15 through September 15 in which 5:00 a.m. may be the start time. Other starting times must be approved by the SMART Local 88 Business Manager. The regular working week shall consist of five (5) consecutive eight (8) hour days, beginning with Monday and ending with Friday of each week. All full-time or part-time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. Except as otherwise provided pursuant to Section 4 of this Article, all work performed outside the regular working hours and performed during the regular work week shall be at one and one-half (1½) times the straight time rate of pay. Where conditions warrant, the regular workday may consist of ten (10) hours labor on the job and the regular work week of four (4) ten (10) hour days between Monday and Friday when mutually agreed between the SMART Local 88 Business Manager and the Employer.

Employees shall be at the shop or at the Employer-designated reporting points on the project site at scheduled starting time each day and shall remain until quitting time.

## **SECTION 2 – STARTING TIME EXCEPTION**

Where the Employer and a majority of the employees working for an Employer agree to start work prior to the regular starting time, the Employer shall notify the Union in writing of this fact, and such agreement shall be verified by the Union Steward. Such notification shall specify the agreed upon starting time and closing time of the eight (8) hour day and a lunch period not to exceed one (1) hour. Upon such notification and verification, the changed workday shall become effective and shall remain in full force and effect until the Union is similarly notified of any other change. Where in accordance with provisions of this Section, the starting time is changed, the work before or after the changed workday shall be compensated at the contractual overtime rates.

## **SECTION 3 – HOLIDAYS**

New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Eve Day, Christmas Day, or days locally observed as such, and Sunday shall be recognized as holidays. If a holiday falls on Saturday, the Friday preceding shall be a recognized holiday. If a holiday falls on Sunday, the Monday following shall be a recognized holiday. All work performed on holidays, Sundays, and as specified in Section 4 of this Article, shall be paid at double (2 times) the straight time rate of pay.

## **SECTION 4 – OVERTIME RULES, REST PERIODS AND PERMITS**

It is agreed that all work performed outside of regular working hours during the regular work week and on holidays shall be performed only upon notification by the Employer to SMART Local 88 in advance of scheduling such work. Preference on overtime and holiday work shall be given to employees on the job, on a rotation basis, to equalize such work as nearly as possible. Employees must have an eight (8) hour rest period between shifts. If employees report back to work without an eight (8) hour break, the employees will be paid at double (2 times) the straight time rate of pay.

It will be the Employer's responsibility to call SMART Local 88 and inform them of any overtime work, job location, number of employee(s) per classification working, and the duration of the overtime work (number of hours, days, etc.) to the best of their ability. The Union will then give the Employer a permit number for such overtime work which will be posted at the job site during the overtime working hours. It shall be the responsibility of the Union to furnish all Employers with permit numbers and any additional paperwork pertinent to securing these permits.

## **SECTION 5 – REMODEL AND RENOVATION RULES**

For remodel or renovation work in an occupied building, an Employer may institute a standard work week of three (3) consecutive days, Monday through Friday, at the straight time rate of pay. An Employer may choose to start a shift at any hour and may have more than one (1) crew starting at different times within a twenty-four (24) hour period at the straight time rate of pay, when mutually agreed upon by the Employer and the SMART Local 88 Business Manager.

## **ARTICLE 7 – TRANSPORTATION AND VEHICLES**

### **SECTION 1 – EMPLOYER-PROVIDED TRANSPORTATION**

When employed in a shop or on a job within the limits of SMART Local Union 88 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 additional transportation during working hours.

### **SECTION 2 – EMPLOYER-PROVIDED VEHICLE IDENTIFICATION**

The Employer agrees that the commercial vehicles owned and operated by the Employer in conjunction with the performance of the work covered in this Agreement shall bear the company name of the Employer in letters painted not less than two (2) inches high, on both sides of said vehicle as per Nevada Revised Statutes (NRS) 624.3011. Signs shall be permanently affixed and remain as such. An exception shall be that where the Employer or firm operates more than one (1) vehicle, one (1) pick-up truck for the use of the Employer shall be exempt from this provision.

No employee covered by this Agreement shall be required or permitted to operate commercial vehicles lacking the identification required herein.

### **SECTION 3 – EMPLOYEE-PROVIDED TRANSPORTATION**

When employed outside of the limits specified in Section 1 of this Article, and within the 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 job back to the limits specified in Section 1 of this Article which will assure 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 provided in Article 20 of this Agreement. If an Employer sends an employee to perform work outside of the territorial jurisdiction of the United States of America or Canada, travel pay and/or subsistence arrangements shall be negotiated locally.

### **SECTION 4 – EMPLOYEE VEHICLE PROTECTIONS**

Journeyman, 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 workers, tools, equipment or materials from shop to job, from job 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.

## **ARTICLE 8 – WAGES AND WAGE RULES**

### **SECTION 1 – WAGES**

The minimum rate of wages per hour for a sheet metal worker 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 1 of this Agreement shall be paid in accordance with Articles 17, except hereinafter specified in Section 2 of this Article. The term wage scale as used in this Agreement shall include the value of all applicable hourly contractual benefits in addition to the hourly wage rate, also known as the total wage package.

### **SECTION 2 – WAGE EQUALIZATION**

- a) On all work specified in Article 1 of this Agreement, fabricated and/or assembled by journeypersons, apprentices and pre-apprentices within the jurisdiction of this Union, or elsewhere, for erection and/or installation within the jurisdiction of any other collective bargaining areas or local union affiliated with the International Association of Sheet Metal, Air, Rail and Transportation Workers, whose established wage scale is higher than the wage scale specified in this Agreement, the higher wage scale of the jobsite Union shall be paid to the employees employed on such work in the home shop or sent to the jobsite.
- b) For all work covered by this section that is fabricated and/or assembled within the jurisdiction of the Union by a non-signatory employer, or fabricated and/or assembled outside the Union's jurisdiction, the Employer shall disclose to the Union all the following information: the subcontractor's unit material cost and unit labor cost for each item; the date(s) when each item was fabricated and/or assembled and the transportation cost to the jobsite for each item and the total of all transportation costs to the jobsite for all items fabricated and/or assembled by the subcontractor. Every purchase order to a subcontractor shall be accompanied by a notice to the subcontractor that the subcontractor must supply the foregoing information directly to the Union as a condition to the purchase order. The subcontractor must agree as a further condition to the purchase order that the Union as a third-party beneficiary may enforce the requirements of this section directly against the subcontractor.
- c) For any violation of this section, the subcontractor shall pay liquidated damages to the Joint Apprenticeship and Training Fund equal to the difference between the wage scale that should have been paid and the wage scale that was actually paid. For the second violation by a subcontractor during the term of this Agreement, the subcontractor shall pay the foregoing liquidated damages and the entirety of the Union's costs, including staff time and attorney's fees, if any, incurred in detecting the violation and enforcing the terms of this Agreement. For the third violation by a subcontractor during the term of this agreement, the Employer may not subcontract fabrication and/or assembly of the components covered by this section to the subcontractor for a period of one (1) year measured from the date of the violation or the date of a final decision under Article 10 that a violation has occurred, whichever is later. Subcontractors shall be primarily liable for the damages required by this subsection, but the Employer shall be liable if a subcontractor cannot or will not pay damages assessed against it, provided that nothing in this subsection limits the Employer's recourse against a subcontractor responsible for a

violation. All claims of violation of this section shall be addressed through the grievance procedure set forth in Article 10 of this Agreement.

### **SECTION 3 – PRODUCT EXEMPTIONS**

The provisions of Section 2 of this Article, Section 2 of Article 2 and Article 3 shall not be applicable to the manufacture for sale to the trade or purchase of the following items:

- Ventilators
- Louvers
- Automatic and fire dampers
- Radiator and air conditioning unit enclosures
- Fabricated pipe and fittings for residential installations and light commercial work as defined in the locality
- Mixing (attenuation) boxes
- Plastic skylights
- Air diffusers, grilles, registers
- Sound attenuators
- Chutes
- Double-wall panel plenums
- Angle rings

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. 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 this Agreement, please see Article 22, Section 2.

### **SECTION 4 – WAGES FOR TRAVELERS**

Except as provided in Sections 2 and 5 of this Article, the Employer agrees that journeyperson and pre-apprentice sheet metal workers hired outside the territorial jurisdiction of this Agreement shall receive the wage scale and working conditions of the local Agreement covering the territory in which such work is performed or supervised.

### **SECTION 5 – TWO-MAN RULE**

When the Employer has any work specified in Article 1 of this Agreement to be performed outside of the area covered by this Agreement and within the area covered by another Agreement with another local union affiliated with the International Association of Sheet Metal, Air, Rail and Transportation Workers, 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 shall come from the area in which the work is to be performed.

Journeyperson 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, lodging and expenses while employed in that area, and the

Employer shall be otherwise governed by the established working conditions of the local agreement. If employees are sent into an area where there is no local agreement of the International Association of Sheet Metal, Air, Rail and Transportation Workers covering the area then the minimum conditions of the home local union shall apply.

#### **SECTION 6 – HEALTH AND WELFARE AND 401(k) RECIPROCITY**

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 and Welfare Trust Fund to transmit health and welfare contributions made on behalf of the employee to the Health and Welfare Trust 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 from 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 7 – PAYROLL RULES**

Wages at the established rates, specified herein, shall be paid weekly in the shop or on the jobsite at or before quitting time on Friday or the last scheduled workday of each week, and no more than three (3) days' pay will be withheld. Alternative payroll procedures, i.e. electronic and/or direct deposit, may be negotiated locally. Employees shall be paid in full at the time of discharge.

#### **SECTION 8 – SHOW-UP PAY**

Journeyman, apprentice and pre-apprentice 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' show-up pay. This provision, however, shall not apply under conditions over which the Employer has no control.

#### **SECTION 9 – JOURNEYPerson EMPLOYMENT REQUIREMENT**

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 1 of this Agreement. However, it will be permissible for an owner-member to be the journeyman sheet metal worker, please see Article 34, Section 9.

## **ARTICLE 9 – BENEFIT PLANS AND ALLOCATIONS**

### **SECTION 1 – INDUSTRY STABILIZATION PROGRAM (ISP)**

The Employer shall deduct from the base wage **one dollar and eighteen cents (\$1.18) per hour** worked by each employee covered by this Agreement for the local SMART Industry Stabilization Program. The activities of this Industry Stabilization Program that deal with organizing and other traditional union activities shall be funded by this checkoff in compliance with the provisions of Section 302(c) of the Labor-Management Relations Act of 1947. **Payment shall be made on or before the fifteenth (15th) day of the succeeding month. \***

### **SECTION 2 – INTERNATIONAL ASSOCIATION PER CAPITA (IA Per Capita)**

The Employer shall deduct from the base wage **seventeen cents (\$0.17) per hour** for each hour worked by each employee covered by this Agreement for the SMART International Per Capita Dues. The amount of this deduction is determined solely by SMART International in accordance with its Constitution and Ritual. **Payment shall be made on or before the fifteenth (15th) day of the succeeding month. \***

### **SECTION 3 – UNION DUES**

The Employer shall deduct from the base wage the SMART Local 88 hourly dues assessment of **1.65% of Building Trades Journeyman total package, per hour** worked for the purpose of calculating these dues, all hours worked, including overtime, will be calculated at the straight time rate of pay. Foreman and general foreman, dues payments will also be set at this rate. All other classifications (i.e. apprentice, pre-apprentice, etc.) will be calculated at 1.65% of their total packages. The activities of this dues assessment that deal with organizing and other traditional union activities shall be funded by this checkoff in compliance with the provisions of Section 302(c) of the Labor-Management Relations Act of 1947. **Payment shall be made on or before the fifteenth (15th) day of the succeeding month. \***

### **SECTION 4 – TRI-STATE HEALTH PLAN**

The Employer shall contribute **ten dollars and thirty-five cents (\$10.35) per hour** worked by each employee covered by this Agreement to the Sheet Metal Workers' Health Plan of Southern California, Arizona and Nevada, unless modified as provided in Article 17, Section 4. **Payment shall be made on or before the fifteenth (15th) day of the succeeding month. \***

### **SECTION 5 – RETIREE HEALTH REIMBURSEMENT**

The Employer shall contribute **one dollar and twenty-six cents (\$1.26), per hour** worked by each employee covered by this Agreement to the Retiree Health Plan, unless modified as provided in Article 17, Section 4. **Payment shall be remitted on or before the fifteenth (15th) of the succeeding month. \***

### **SECTION 6 – TRI-STATE PENSION PLAN**

The Employer shall contribute **twelve dollars (\$12.00) per hour** worked by each employee covered by this Agreement to the Sheet Metal Workers' Pension Plan of Southern California, Nevada and Arizona, unless modified as provided in Article 17, Section 4. **Payment shall be made on or before the fifteenth (15th) day of the succeeding month. \***

## **SECTION 7 – LOCAL 401(k) PLAN**

The Employer shall make base contributions in the amount of **twenty-five cents (\$0.25) per hour** worked or guaranteed for each journeyman and apprentice sheet metal worker to the Sheet Metal Workers Local No. 88 401(k) Plan Trust Fund subject to the requirements of the Labor Management Relations Act, 1947, as amended, 29 U.S.C. Sections 150-87.

With trust approval a journeyman or apprentice sheet metal worker may, elect to enter into a written wage reduction agreement with the Employer which will be applicable to all payroll periods within the Plan year. The wage reduction agreement shall provide that the employee agrees to accept a reduction in wages or salary from his or her Employer, not to exceed an amount in accordance with the Internal Revenue Code. The election to defer may be made only with respect to amounts the employee otherwise could elect to receive in cash.

Not less than twice per year, an employee may revoke his or her wage reduction agreement or amend such agreement to increase or decrease the amount of such employee's compensation which is subject to the wage reduction agreement.

All amounts with respect to any employee's wage reduction agreement will be one hundred percent (100%) vested and non-forfeitable at all times. **Payment shall be made on or before the fifteenth (15th) day of the succeeding month. \***

## **SECTION 8 – NATIONAL PENSION FUND (NPF)**

The Employer shall contribute **three dollars and seven cents (\$3.07) per hour** worked by each employee covered by this Agreement to the National Pension Fund, unless modified as provided in Article 17, Section 4. **Payment shall be made on or before the fifteenth (15th) day of the succeeding month. \***

- (a) For the duration of this Agreement and any renewals or extensions thereof, the Employer will contribute to the NPF the negotiated rate per this Agreement and as required by the Alternative Schedule, for each hour or part of an hour for which an employee covered by this Agreement receives the basic hourly wage rate. Contributions for those hours paid at time and one half or double time rates will be made to the Fund at one and one-half (1½), or two (2) times the hourly contribution rate respectively, unless contributions for all other funds in this Agreement are limited to straight time contributions for all hours worked. Contributions are required for vacation time, sickness, absences and other hours for which payment is made to the employees under this Agreement unless no funds under this Agreement require payment for hours for which a covered employee is paid but does not perform services.
- (b) Contributions shall be paid starting with the employee's first day of covered employment as defined in the Plan Document.
- (c) All contributions shall be made at such time and in such manner, as required by this agreement. The Trustees have the authority to audit the Employer's financial, payroll, wage, job or project records for determining the accuracy of contributions due to the Fund and the Employer's ability to meet its contribution obligations. If the audit reveals that inaccurate contributions or insufficient contributions have been made, the Employer

agrees to pay all auditors' fees incurred in making the audit and all legal fees and costs incurred in collecting audit fees if judicial enforcement of this provision is necessary.

- (d) Employers shall submit a remittance report and the required contributions to Sheet Metal, Air, Rail and Transportation Workers Local 88 by the fifteenth (15th) of the month following the month when covered employment was performed. The Trustees may take whatever steps they deem necessary, including legal action and termination of the Employer, to collect such delinquent payments, any provisions of this collective bargaining agreement to the contrary notwithstanding.

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 any schedule described above will be deemed to be adopted automatically if, in accordance with this Agreement, the Union allocates or reallocates a portion of the wage and fringe-benefit package, 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 9 – SHEET METAL LOCAL 88 JOINT APPRENTICESHIP AND TRAINING FUND**

The Employer shall contribute **one dollar and sixty-nine cents (\$1.69) per hour** worked by each employee covered by this Agreement to the Sheet Metal Local 88 Joint Apprenticeship and Training Fund. This contribution amount may only be reduced by the Negotiating Committee to this Agreement and may be increased by the membership of SMART Local 88.

These funds shall be used solely for educational purposes for apprenticeship and journeyman training, and other such necessary costs as approved by a majority of the Board of Trustees on the Joint Apprenticeship and Training Committee (JATC). **Payment shall be made on or before the fifteenth (15th) day of the succeeding month. \***

## **SECTION 10 – INTERNATIONAL TRAINING INSTITUTE (ITI)**

The Employer shall contribute **twelve cents (\$.12) per hour** worked by each employee covered by this Agreement to the International Training Institute for the Sheet Metal and Air Conditioning Industry. **Payment shall be made on or before the fifteenth (15<sup>th</sup>) day of the succeeding month. \***

## **SECTION 11 – NATIONAL ENERGY MANAGEMENT INSTITUTE COMMITTEE (NEMIC)**

The Employer shall contribute **three cents (\$0.03) per hour** for each hour worked by each employee covered by this Agreement to the National Energy Management Institute Committee, a jointly administered trust fund. **Payment shall be made on or before the fifteenth (15<sup>th</sup>) day of the succeeding month. \***

## **SECTION 12 – SHEET METAL OCCUPATIONAL HEALTH INSTITUTE TRUST (SMOHIT)**

The Employer shall contribute **two cents (\$0.02) per hour** worked by each employee covered by this Agreement to the Sheet Metal Occupational Health Institute Trust, until the Institute Trustees determine that the Trust is financially self-sufficient. **Payment shall be made on or before the fifteenth (15<sup>th</sup>) day of the succeeding month. \***

The parties agree to be bound by the separate Agreements and Declarations of Trusts establishing 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 the separate agreements and declarations of trusts 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 agreements.

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 13 – EMPLOYER TRUST FUND RECOGNITION**

Every Employer signatory to this Agreement recognizes that all referenced plans and trust funds have each been heretofore established and administered by a joint board of trustees composed of an equal number of representatives of the Union and representatives of the Employers. The trust funds are operated pursuant to the terms and provisions of a Trust Agreement and amendments, changes and modifications covering each respective joint trust, as well as the rules and regulations, operations and actions of the boards of trustees of each respective joint trust. The Employer subscribes to and agrees to be bound by all the provisions of each Trust Agreement, now or hereafter entered into, as well as the rules and regulations of each such joint trust and the actions and operations of each respective joint board of trustees.

## **SECTION 14 – SMACNA OF SOUTHERN NEVADA LOCAL INDUSTRY FUND**

- a) Contributions provided for in Section 14(b) of this Article will be used to promote programs of industry education, training, negotiation and administration of collective

bargaining agreements, research and promotion, such programs serving to expand the market for the services of the sheet metal industry, improve the technical and business skills of Employers, stabilize and improve Employer-Union relations, and promote, support and improve the employment opportunities for employees. No part of any such payments, however, shall be used for any other purpose except as expressly specified above.

- b) The Employer shall pay the SMACNA of Southern Nevada Local Industry Fund, **forty-five cents (\$0.45) per hour** for each hour worked by each employee covered by this Agreement. Throughout the duration of this Agreement the SMACNA Local Industry Fund may be increased or decreased at any time by the Board of Directors of SMACNA of Southern Nevada. The Association will notify SMART Local 88 sixty (60) days prior to the effective date of any increase or decrease. **Payment shall be made on or before the fifteenth (15<sup>th</sup>) day of the succeeding month.** \*
- c) SMACNA of Southern Nevada Local Industry Fund shall furnish to the Business Manager of SMART Local 88, not less often than semi-annually, written reports describing in reasonable detail the nature of activities in which it is engaged or which it supports directly or indirectly with any of its funds. One time per year, the Local Industry Fund shall include in such written report, a statement attested to by a certified public accountant and containing its balance sheet and detailed statement of receipts and disbursements. Further specific detailed information regarding Local Industry Fund activities or its receipts and/or disbursements shall be furnished to the Business Manager of SMART Local 88 upon written request.
- d) Grievances concerning use of Local Industry Fund monies to which an Employer shall contribute for purposes prohibited under Section 14(a) or for violations of other subsections of this Section shall be handled under the provisions of Article 10 of this Agreement. The National Joint Adjustment Board shall be authorized to impose any remedial order for violation of this Section, including termination of the Employer's obligation to contribute to the Local Industry Fund.

#### **SECTION 15 – SMACNA NATIONAL INDUSTRY FUND (IFUS)**

- a) Contributions provided for in Section 15(b) of this Article will be used to promote programs of industry education, training, negotiation and administration of collective bargaining agreements, research and promotion, such programs serving to expand the market for the services of the sheet metal industry, improve the technical and business skills of Employers, stabilize and improve Employer-Union relations, and promote, support and improve the employment opportunities for employees. No part of any such payments, however, shall be used for any other purpose except as expressly specified above.
- b) The Employer shall contribute **twelve cents (\$0.12) per hour** for each hour worked by each employee covered by this Agreement to the Sheet Metal and Air Conditioning Contractors' National Industry Fund of the United States (IFUS). **Payment shall be made on or before the fifteenth (15<sup>th</sup>) day of the succeeding month.** \*

- c) The IFUS shall submit to the International Association of Sheet Metal, Air, Rail and Transportation Workers not less often than semi-annually written reports describing accurately and in reasonable detail the nature of activities in which it is engaged or which it supports directly or indirectly with any of its funds. One time per year, the IFUS shall include in such written report a financial statement attested to by a certified public accountant containing its balance sheet and detailed statement of annual receipts and disbursements. Further specific detailed information regarding IFUS activities or its receipts and/or expenditures shall be furnished to the International Association of Sheet Metal, Air, Rail and Transportation Workers upon written request.
- d) Grievances concerning use of IFUS funds for purposes prohibited under Section 15(a) or for violations of other subsections of this Section may be processed by the International Association of Sheet Metal, Air, Rail and Transportation Workers directly to the National Joint Adjustment Board under the provisions of Article 10 of this Agreement. In the event such proceeding results in a deadlock, either party may, upon ten (10) days' notice to the other party, submit the issue to final and binding arbitration. The Arbitrator shall be selected by the Co-Chairmen of the National Joint Adjustment Board. The Arbitrator shall be authorized to impose any remedial order he deems appropriate for violation of this Section, including termination of the Employer's obligation to contribute to the IFUS. The authority of the Arbitrator is expressly limited to a determination of a deadlocked issue under this Section and no other.

#### **SECTION 16 – COMMON INTERESTS**

The Union and Employer recognize that the contributions provided in Sections 14(b) and 15(b) of this Article support activities that benefit the entire sheet metal industry. It is essential that the Employer support these activities, even though it may be performing sheet metal work under the provisions of a separate project agreement or maintenance agreement.

Therefore, hours worked for purposes of determining the contributions required under Sections 14(b) and 15(b) of this Article shall include all hours worked by each employee of the Employer under any project agreement or maintenance agreement, unless specifically excluded by the terms of a written addendum that is negotiated by SMACNA of Southern Nevada and SMART Local 88 that are parties to this Agreement.

#### **SECTION 17 – EMPLOYER DELINQUENCY**

In the event that the Employer becomes delinquent in making contributions to any national or local fund, the Union may withdraw all employees from the service of the Employer within seven (7) days' notice of such delinquency by the trustees. The withdrawal of such employees from the service of the Employer shall not constitute a violation of any provision of this Agreement.

#### **SECTION 18 – EMPLOYER BONDING**

- a) The Employer shall comply with any bonding provisions governing Local Funds that may be negotiated by the Local parties and set forth as a written Addendum to this Agreement. The Employer shall likewise comply with bonding requirements established by the Trustees of the National Funds.

- b) When an Employer is performing any work specified in Article 1 of this Agreement outside of the area covered by this Agreement, and within the area covered by another Agreement with a Local Union affiliated with the International Association of Sheet Metal, Air, Rail and Transportation Workers, the Employer shall comply with uniformly applied bonding requirements of that local area that are reasonable and necessary to ensure the timely payment of any contribution that may be required to Local and National Funds, but in no event shall such bonds be in excess of three (3) months estimated contributions to Local and National Funds.
- c) An Employer that has been delinquent in making contributions to any national or local fund shall, upon written notification of the trustees or local union, make the specified payment to such fund at weekly intervals. Such obligation shall continue until the Employer has not been delinquent in making contributions for a period of twelve (12) consecutive months, or at the discretion of the Financial Secretary Treasurer of Local 88.

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**\* All benefits provided for under the terms of this Agreement shall be sent to the following address: Sheet Metal Workers' of Southern Nevada Trust Fund, 2560 Marco Street, Las Vegas, NV 89115. (Telephone 1-702-452-4799)**

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## **ARTICLE 10 – GRIEVANCE PROCEDURE**

The Union and the 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 – FILING A GRIEVANCE**

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. SMACNA of Southern Nevada or SMART Local 88, 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.

### **SECTION 2 – LOCAL JOINT ADJUSTMENT BOARD STEP**

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 SMART Local 88 and SMACNA of Southern Nevada and both sides shall cast an equal number of votes at each meeting. Except in the case of a deadlock, a 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 – PANEL BOARD STEP**

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

In establishing the grievance procedure of the Standard Form of Union Agreement, it was the intent of the International Association of Sheet Metal, Air, Rail and Transportation Workers 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, including a unanimous decision, as well as a decision of any alternative arbitration tribunal established for that area, and request a Panel hearing as set forth in Section 3 of this Article, providing such appeal is approved by the Co-Chairmen 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 the 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 – NATIONAL JOINT ADJUSTMENT BOARD STEP**

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. Appeals 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 – BOARD AND PANEL AUTHORITY**

A Local Joint Adjustment Board, 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 WITH BOARD OR PANEL DECISION**

In the event of non-compliance within thirty (30) calendar days following the mailing of a decision of a Local Joint Adjustment Board, Panel or the National Joint Adjustment Board, a local party may enforce the award by any means including proceedings in a court of 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 attorneys' fees in addition to such other relief as is directed by the courts. Any party that unsuccessfully challenges the validity of an award in a legal proceeding shall also be liable for the costs and attorneys' fees of the opposing parties in the legal proceedings.

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**\*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.**

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## **SECTION 7 – WORK CESSATION DURING A GRIEVANCE**

Failure to exercise the right of appeal at any step thereof within the time limit provided therefore 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 during the pendency of the procedures provided for in this Article. Except in case of deadlock, the decision of the National Joint Adjustment Board shall be final and binding.

## **SECTION 8 – RENEWAL AGREEMENT DISPUTES**

In addition to the settlement of grievances arising out of interpretation or enforcement of this Agreement as set forth in the preceding sections of this Article, any controversy or dispute arising out of the failure of the parties to negotiate a renewal of this Agreement shall be settled as hereinafter provided:

- a) Should the negotiations for a renewal of this Agreement or negotiations regarding a wage/fringe re-opener become deadlocked in the opinion of the Union representative(s) or of the Employers' representative(s), or both, notice to that effect shall be given to the National Joint Adjustment Board.

If the Co-Chairmen of the National Joint Adjustment Board believe the dispute might be adjusted without going to final hearing before the National Joint Adjustment Board, each will then designate a Panel representative who shall proceed to the locale where the dispute exists as soon as convenient, attempt to conciliate the differences between the parties and bring about a mutually acceptable agreement. If such Panel representatives or either of them conclude that they cannot resolve the dispute, the parties thereto and the Co-Chairmen of the National Joint Adjustment Board shall be promptly so notified without recommendation from the Panel representatives. Should the Co-Chairmen of the National Joint Adjustment Board fail or decline to appoint a Panel member or should notice of failure of the Panel representatives to resolve the dispute be given, the parties shall promptly be notified so that either party may submit the dispute to the National Joint Adjustment Board.

In addition to the mediation procedure set forth above or as an alternate thereto, the Co-Chairmen of the National Joint Adjustment Board may each designate a member to serve as a Subcommittee and hear the dispute in the local area. Such Subcommittees shall function as arbitrators and are authorized to resolve all or part of the issues. They are not, however, authorized to deadlock and the matter shall be heard by the National Joint Adjustment Board in the event a Subcommittee is unable to direct an entire resolution of the dispute.

The dispute shall be submitted to the National Joint Adjustment Board pursuant to the rules as established and modified from time to time by the National Joint Adjustment Board. The unanimous decision of said Board shall be final and binding upon the parties, reduced to writing, signed and mailed to the parties as soon as possible after the decision has been reached. There shall be no cessation of work by strike or lockout unless and until said Board fails to reach a unanimous decision and the parties have received written notification of its failure.

- b) Any application to the National Joint Adjustment Board shall be upon forms prepared for that purpose subject to any changes which may be decided by the Board from time to time. The representatives of the parties who appear at the hearing will be given the opportunity to present oral argument and to answer any questions raised by members of the Board. Any briefs filed by either party including copies of pertinent exhibits shall also be exchanged between the parties and filed with the National Joint Adjustment Board at least twenty-four (24) hours in advance of the hearing.
- c) The National Joint Adjustment Board shall have the right to establish time limits which must be met with respect to each and every step or procedure contained in this Section. In addition, the Co-Chairmen of the National Joint Adjustment Board shall have the right to designate time limits which will be applicable to any particular case and any step therein which may be communicated to the parties by mail, facsimile or telephone notification.
- d) Unless a different date is agreed upon mutually between the parties or is directed by the unanimous decision of the National Joint Adjustment Board, all effective dates in the new agreement shall be retroactive to the date immediately following the expiration date of the expiring agreement.

## **SECTION 9 – NON-IFUS CONTRIBUTING EMPLOYER ASSESSMENT**

Employers 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 this Article.

## **SECTION 10 – OTHER TYPES OF DISPUTES**

In addition to the settlement of disputes provided for in Sections 1 through 8 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 this Article 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 said 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 11 – NATIONAL JOINT ADJUSTMENT BOARD IMMUNITY**

In administering and conducting dispute resolution activities under the arbitration procedures of the Standard Form of Union Agreement, the National Joint Adjustment Board, the International Association of Sheet Metal, Air, Rail and Transportation, 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 the rights, privileges, and immunities afforded to arbitrators under applicable law.

### **ARTICLE 11 – APPRENTICESHIP**

#### **SECTION 1 – JATF STRUCTURE AND AUTHORITY**

All duly qualified apprentices shall be under the supervision and control of the Sheet Metal Local 88 Joint Apprenticeship and Training Fund, (JATF) composed of an equal number of trustees, half of whom shall be selected by the Employer, and half by the Union. There shall be a minimum of four (4) Trustees. Said JATF 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, working conditions of duly qualified apprentices and the operation of an adequate apprentice system to meet the needs 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 – JATF TRAINING COMMITMENT**

The JATF designated herein shall serve for the life of this Agreement, except that vacancies in said Joint Apprenticeship and Training Fund, caused by resignation or otherwise, may be filled by either party hereto, and 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 JATF.

- a) The parties will review the needs for specialized and skill-upgrade training and cooperate to establish necessary programs which will then be supervised by the Joint Apprenticeship Training Committee.

#### **SECTION 3 – JATF EDUCATIONAL LOAN AGREEMENT**

It is the understanding of the parties to this Agreement that the funds contributed by signatory Employers to the International Training Institute and the JATF will not be used to train apprentices or journeypersons who will be employed by employers in the sheet metal industry not signatory to a collective bargaining agreement providing for contributions to the International Training Institute and the JATF. Therefore, the trustees of the International Training Institute and the JATF shall adopt and implement an Educational Loan Agreement Program which will

require apprentices and journeypersons 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 shall include the reasonable value of all International Training Institute and the JATF materials, facilities and personnel utilized in training. If the JATF does not implement the Educational Loan Agreement, the JATF shall be prohibited from utilizing International Training Institute materials and programs.

**SECTION 4 – APPRENTICE RATIOS**

It is hereby agreed that the Employer shall apply to the JATF and the JATF shall grant apprentices on the basis of one (1) apprentice for each three (3) journeypersons regularly employed throughout the year. Provided, however, an Employer will not be entitled to a new apprentice if the Employer has an apprentice on layoff for lack of work.

**SECTION 5 – APPRENTICE OBLIGATIONS AND RESTRICTIONS**

Each apprentice shall serve an apprenticeship of up to four (4) years and such apprentices shall not be in charge of work on any job and shall work under the supervision of a journeyperson until apprenticeship terms have been completed and they have qualified as a journeyperson.

**SECTION 6 – APPRENTICE WAGE PROGRESSION**

A graduated wage progression shown below, based on a journeyperson’s wage rate, shall be established for apprentices. The scale may vary based on local market conditions and recruiting requirements.

<b>First Year</b>	First Half = 45%	Second Half = 50%
<b>Second Year</b>	First Half = 55%	Second Half = 60%
<b>Third Year</b>	First Half = 65%	Second Half = 70%
<b>Fourth Year</b>	First Half = 75%	Second Half = 80%

*(Benefit Package Included)*

This Section shall not have the effect of reducing the wage progression schedule of any apprentice who was indentured prior to the effective date of this Agreement.

**SECTION 7 – APPRENTICES AND INDUSTRY STABILIZATION PROGRAM**

The parties will establish on a local basis the SMART Industry Stabilization Program and the procedures to enable all apprentices to participate in the program. The activities of the program that deal with organizing and other traditional union activities shall be funded by the Local Union through a checkoff in compliance with the provisions of Section 302(c) of the Labor-Management Relations Act of 1947. Activities that may be funded by Employer contributions shall be so funded if, and to the extent, the parties shall agree locally to sponsor and implement the same.

**SECTION 8 – CONCENTRATED APPRENTICE TRAINING**

The parties agree that concentrated apprenticeship training is preferable to night-schooling and urge the JATF to implement concentrated training during the term of this Agreement.

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 JATF shall work cooperatively with the parties in establishing standards for placing employees into the program. The parties shall also address the need to provide continuity in health care for those workers entering the program with prior experience in the industry.

#### **SECTION 9 – JOURNEYPerson UPGRADE TRAINING**

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 journeypersons.

#### **SECTION 10 – OSHA 10 AND OSHA 30 TRAINING REQUIREMENT**

Sheet Metal, Air, Rail and Transportation workers shall complete OSHA 10 or OSHA 30 training, as well as any mandatory refresher course, as a condition of employment in the Sheet Metal, Air, Rail and Transportation Industry. Such training shall be completed on the employee's time.

### **ARTICLE 12 – PRE-APPRENTICESHIP EMPLOYMENT**

#### **SECTION 1 – PRE-APPRENTICE RATIOS AND HIRING**

It is hereby agreed that the Employer may apply to the Joint Apprenticeship and Training Fund (JATF) and the JATF shall grant pre-apprentices on the basis of one (1) pre-apprentice for every three (3) apprentices employed by the Employer. Provided, however, that an Employer who employs one (1) or more apprentices and at least three (3) sheet metal journeypersons shall be entitled to at least one (1) pre-apprentice.

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 hours (48), the Employer may hire such employees and refer them to the JATF for enrollment.

Pre-apprentices shall be enrolled as applicants for future openings in the apprenticeship program. The JATF shall evaluate the qualifications of pre-apprentices for such openings during the first year of employment. No pre-apprentice shall be retained beyond one (1) year unless the pre-apprentice has been found to be qualified as an applicant and is on the reserve list with the Local 88 Training Center. The wage scale for pre-apprentices shall be as established by the provisions of Article 17, Section 6. Health and welfare coverage shall be arranged on behalf of the pre-apprentices by the parties.

### **ARTICLE 13 – LABOR/MANAGEMENT COMMITTEE**

SMACNA of Southern Nevada and the SMART Local 88 are committed to promoting productive and cooperative labor-management relations. In furtherance of this goal, SMACNA of Southern Nevada and SMART Local 88 agree to establish a labor-management committee which shall meet on a regular basis, but not less often than quarterly, to discuss industry issues of mutual concern. Such committees will strive to improve communications, understand and respond to industry direction and trends, and resolve common issues collaboratively.

## **ARTICLE 14 – NON-DISCRIMINATION**

### **SECTION 1 – NON-DISCRIMINATION CLAUSE**

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

### **SECTION 2 – FAVORED NATIONS CLAUSE**

In the event that the Union is party to a collective bargaining agreement, memorandum of understanding or other binding agreement which includes a provision that is more favorable to a provision that is set forth in this Agreement, the Union shall immediately provide copies of any agreement that it is party to, covering the performance of any work that falls within the scope of work covered by this Agreement, so that the Association may effectively utilize this provision. The Association may adopt such provision(s) and the provision(s) shall become effective as a term of this Agreement immediately upon written notification to the Union of adoption by the Association.

## **ARTICLE 15 – DURATION, TERMINATION AND RENEWAL**

### **SECTION 1**

This Agreement, Articles 1 through 38 and Addendums (for Employers signatory to the Addendums) attached hereto shall become effective on July 1, 2019 to June 30, 2024, and shall remain in full force and effect 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 full force and effect until conferences relating thereto have been terminated by either party by written notice, provided, however; if this Agreement contains Article 10, 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 Article 10, Section 8, have been otherwise completed.

### **SECTION 2**

If, pursuant to federal or state law, any provision of this Agreement shall be found by a court of competent jurisdiction to be void or unenforceable, all the 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, the issue may be submitted for resolution by either party pursuant to Article 10, Section 8 of this Agreement.

It is not the intent of either party hereto to violate any laws or any ruling or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement and the parties hereto agree that in the given event, any provisions of this Agreement are held or constituted to be void as being in contravention of any such laws, rulings or regulations, the parties hereto agree to enter into immediate negotiations thereon; nevertheless, the remainder of the Agreement shall remain in full force and effect, unless the parts so found to be void are wholly inseparable from the remaining portion of this Agreement.

### **SECTION 3**

Notwithstanding any other provision of this Article, or any other Article of this Agreement, whenever an amendment to the Standard Form of Union Agreement shall be adopted

by the sponsoring national associations, any party to this Agreement, upon the service of notice to all other parties hereto, shall 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 shall be no strike or lockout over this issue.

#### **SECTION 4**

Each Employer hereby waives any right it may have to repudiate this Agreement during the term of this Agreement or during the term of any extension, modification or amendment to this Agreement.

#### **SECTION 5**

By execution of this Agreement the Employer authorizes SMACNA of Southern Nevada, to act as its collective bargaining representative for all matters relating to this Agreement. The parties agree that the Employer will hereafter be a member of the multi-employer bargaining unit represented by said Association unless this authorization is withdrawn by written notice to the Association and the Union at least one hundred and fifty (150) days prior to the then current expiration date of this Agreement.

This Standard Form of Union Agreement has provided for the inclusion of pre-apprentices and a reduction of the wage schedule for new apprentices. The purpose of this is to make contractors more competitive. To achieve that objective Employers agree to minimize multiple markups.

The Standard Form of Union Agreement is a recommended contract form that is revised from time to time by the International Association of Sheet Metal, Air, Rail and Transportation Workers and the Sheet Metal and Air Conditioning Contractors' National Association, Inc. In establishing such a recommended contract form, neither the International Association of Sheet Metal, Air, Rail and Transportation Workers, 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 the International Association of Sheet Metal, Air, Rail and Transportation 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.

### **Article 16 – COLLECTIVE BARGAINING REPRESENTATION**

#### **SECTION 1**

The parties hereby establish the following procedure for the purpose of ensuring an orderly environment for the exercise by the employees of their right described in Article 5, Section 5 of the Collective Bargaining Agreement to select the Union as their exclusive collective bargaining representative under Section 9(a) of the National Labor Relations Act.

#### **SECTION 2**

The Employer will take a positive approach to unionization of employees. The Employer will not take any action nor make any statement that will directly or indirectly state or imply any opposition by the Employer to the selection by employees of a collective bargaining agent.

### **SECTION 3**

The Union and its representatives will not coerce or threaten any employee in an effort to obtain authorization cards.

### **SECTION 4**

The Employer shall provide access to its work sites and to employees by the Union. The Union may engage in organizing efforts during employees' non-working times (before work, after work, and during meals and breaks) during such other periods as the parties may mutually agree upon.

### **SECTION 5**

Within ten (10) days following receipt of a written request from the Union, the Employer will furnish the Union with a complete list of employees who meet the NLRB's *Steiny-Daniel* formula for eligibility ("employees") showing their job classifications, dates when they worked during the two years preceding the date of the list, and home addresses. Thereafter, the Employer will provide updated complete lists at the end of every payroll period.

### **SECTION 6**

The Union may request recognition as the exclusive collective bargaining agent for employees covered by the Collective Bargaining Agreement. Reverend Dr. Robert E. Fowler, or another person mutually acceptable to the Employer and the Union, will conduct a review of employees' authorization cards submitted by the Union in support of its claim to represent a majority of such employees. The Employer shall bring to the review a list of eligible employees meeting the requirements of Section 5 and current as of the date of the review. If that review establishes that a majority of such employees has designated the Union as their exclusive collective bargaining representative, the Employer shall recognize the Union as such representative of all employees on all present and future job sites in the classifications and geographic jurisdiction covered by this Agreement. The Employer will not file a petition with the National Labor Relations Board for any election in connection with any demands for recognition provided for in this agreement or file a notice of voluntary recognition with the NLRB, so that the decision of when and whether to provide such notice is within the sole discretion of the Union. If the Union notifies the NLRB of recognition pursuant to this Agreement, the Employer shall post the NLRB notice of recognition in accordance with the instructions from the NLRB immediately upon receipt of the notice. The Union and the Employer agree that if any other person or entity petitions the National Labor Relations Board for any election as a result of or despite recognition of the Union pursuant to this Paragraph, (a) if the NLRB notice has been posted for 45 days before the petition is filed (a condition that applies only to this subparagraph (a)), the Employer and the Union will each request that the NLRB dismiss the petition on grounds of recognition bar or, if they have agreed to a collective bargaining agreement covering Employees at the time the petition is filed, on grounds of contract bar, (b) if the petition is not dismissed, the Employer and the Union shall agree to a full consent election agreement under Section 102.62(c) of the NLRB's Rules and Regulations, and (c) the Employer and the Union shall at all times abide by the provisions of this Agreement.

### **SECTION 7**

The parties agree that any disputes over the interpretation or application of this Article or the provisions of Article 5, Section 5 of the collective bargaining agreement concerning 9(a) recognition shall be submitted to expedited and binding arbitration, with John Kagel serving as

the arbitrator. If he is unavailable to serve within thirty (30) calendar days of notification then Gerald McKay, or another mutually acceptable person, shall be the arbitrator. The arbitrator shall have the authority to determine the arbitration procedures to be followed. The arbitrator shall also have the authority to order the non-compliant party to comply with this Agreement. The United States District Court for the District of Nevada shall have exclusive jurisdiction in any action concerning arbitration under this Agreement. The parties hereto agree to comply with any order of the arbitrator, which shall be final and binding, and furthermore consent to the entry of any order of the arbitrator as the order or judgment of the court, without entry of findings of fact and conclusions of law.

## ARTICLE 17 – CLASSIFICATIONS AND WAGE RATES

### SECTION 1 – JOURNEYPerson WAGE PACKAGE

(a) Effective July 1, 2019, the total wage package for journeyperson sheet metal workers shall be increased by three dollars and fifty cents (\$3.50) to be distributed as follows:

**SMART LOCAL NO. 88  
HOURLY RATES AND FRINGE BENEFITS  
July 1, 2019 - June 30, 2020**

**BUILDING TRADES**

	<b>JOURNEYMAN</b>	<b>FOREMAN</b>	<b>GENERAL FOREMEN</b>
<b>Payroll:</b>			
Base Wage (Including PAL)	48.52	53.37	58.22
Less Industry Stabilization Program	1.18	1.18	1.18
IA Per Capita	0.17	0.17	0.17
Union Dues**	1.29	1.29	1.29
<b>Net Wage to Employee</b>	<b>45.88</b>	<b>50.73</b>	<b>55.58</b>
<b>Fringe Benefits:</b>			
401(k) Base Contribution	0.25	0.25	0.25
SMW 88 Retiree Health Plan	1.26	1.26	1.26
Local Pension (Tri-State)	12.00	12.00	12.00
National Pension	3.07	3.07	3.07
Health Plan A	10.35	10.35	10.35
Apprentice/Journeyman Training	1.69	1.69	1.69
International Training Institute	0.12	0.12	0.12
National Industry Fund	0.12	0.12	0.12
S/M Occupational Health Inst	0.02	0.02	0.02
National Energy Management Inst	0.03	0.03	0.03
Local Industry Fund	0.45	0.45	0.45
Unified Construction Industry Council	0.05	0.05	0.05
	<b>77.93</b>	<b>82.78</b>	<b>87.63</b>

\* General foremen, foremen and stewards who maintain current First Aid/CPR Completion Certificates shall receive an additional fifty cents (\$.50) over their base wage.

\*\* Union Dues are calculated at 1.65% of journeyperson total package, see Article 9, Section 3.

The Union agrees that if the Local or National Pension Funds or the health plans, including the Retiree Health Plan, require any additional contributions during the term of this Agreement, the Union shall allocate such additional contribution amounts out of the existing wage rates, effective the same date that the additional contributions are required. If the Union fails to make the appropriate allocation, the Employers are authorized to immediately reduce existing wage rates in the appropriate amount and allocate that amount to the appropriate fund.

- b) Effective July 1, 2020, the total wage package for a Building Trades Journeyman shall be increased by two dollars and ten cents (\$2.10) and shall be distributed at the discretion of SMART Local 88.
- c) Effective July 1, 2021, the total wage package for a Building Trades Journeyman shall be increased by two dollars and ten cents (\$2.10) and shall be distributed at the discretion of SMART Local 88.
- d) Effective July 1, 2022, the total wage package for a Building Trades Journeyman shall be increased by two dollars and ten cents (\$2.10) and shall be distributed at the discretion of SMART Local 88.
- e) Effective July 1, 2023, the total wage package for a Building Trades Journeyman shall be increased by two dollars and ten cents (\$2.10) and shall be distributed at the discretion of SMART Local 88.

## **SECTION 2 – FOREMAN WAGE**

Sheet Metal Foremen shall receive ten percent (10%) per hour worked above the journeyman sheet metal worker's taxable wage rate. Foremen who maintain current CPR/First Aid Completion Certificates will receive an additional fifty cents (\$0.50) per hour over the Foreman's rate.

## **SECTION 3 – GENERAL FOREMAN WAGE**

Sheet metal general foremen shall receive twenty percent (20%) per hour worked above the Journeyman sheet metal worker's taxable wage rate. General foremen who maintain current CPR/First Aid Completion Certificates will receive an additional fifty cents (\$0.50) per hour over the general foreman's rate.

## **SECTION 4 – UNION AUTHORITY TO INCREASE BENEFIT CONTRIBUTIONS**

SMART Local No. 88 shall have the option to increase benefit contributions to existing funds or plans and or to initiate participation in any additional funds or plans as recognized by the Sheet Metal, Air, Rail and Transportation Worker's International Association, or to implement 401(k) Savings Plan or any other tax deferral plan, upon sixty (60) days written notification.

For detailed information on the benefit plans, please refer to Article 9.

**SECTION 5 – APPRENTICE WAGE PACKAGE**

The Standard Form of Union Agreement A-08-11, Article 17, shall apply with the following provisions:

The Joint Apprenticeship and Training Committee (JATC) shall establish availability lists which shall govern the dispatching of apprentices by the Union. Dispatching of apprentices shall be in accordance with the order of availability designated by the Joint Apprenticeship Committee from current lists of available apprentices which shall be furnished regularly to the Union.

Effective July 1, 2019, the total wage package for apprentices shall be distributed as follows:

**SHEET METAL WORKERS' LOCAL NO. 88  
HOURLY RATES AND FRINGE BENEFITS  
July 1, 2019 - June 30, 2020**

	1st Year Apprentice		2nd Year Apprentice	
	1st 6 Months 45%	2nd 6 Months 50%	1st 6 Months 55%	2nd 6 Months 60%
<b>Base Wage (Including PAL)</b>	<b>21.83</b>	<b>24.26</b>	<b>26.69</b>	<b>29.11</b>
Less Industry Stabilization Program	0.53	0.59	0.65	0.71
IA Per Capita	0.17	0.17	0.17	0.17
<b>Union Dues**</b>	<b>0.67</b>	<b>0.72</b>	<b>0.77</b>	<b>0.82</b>
<b>Net Wage to Employee</b>	<b>20.46</b>	<b>22.78</b>	<b>25.10</b>	<b>27.46</b>
<b>Fringe Benefits:</b>				
401(k) Base Contribution	0.25	0.25	0.25	0.25
Local Pension (Tri-State)	4.25	4.67	5.01	5.39
National Pension	1.38	1.54	1.69	1.84
<b>Health Plan A</b>	<b>10.35</b>	<b>10.35</b>	<b>10.35</b>	<b>10.35</b>
Apprentice/Journeyman Training	1.69	1.69	1.69	1.69
International Training Institute	0.12	0.12	0.12	0.12
National Industry Fund	0.12	0.12	0.12	0.12
S/M Occupational Health Inst	0.02	0.02	0.02	0.02
National Energy Management Inst	0.03	0.03	0.03	0.03
<b>Local Industry Fund</b>	<b>0.45</b>	<b>0.45</b>	<b>0.45</b>	<b>0.45</b>
Unified Construction Industry Council	0.05	0.05	0.05	0.05
	<b>40.54</b>	<b>43.55</b>	<b>46.47</b>	<b>49.42</b>

Apprentice wages continued:

	<b>3rd Year Apprentice</b>		<b>4th Year Apprentice</b>	
	1st 6	2nd 6	1st 6	2nd 6
	Months	Months	Months	Months
	65%	70%	75%	80%
<b>Base Wage (Including PAL)</b>	<b>31.54</b>	<b>33.96</b>	<b>36.39</b>	<b>38.82</b>
Less Industry Stabilization Program	0.77	0.83	0.89	0.94
IA Per Capita	0.17	0.17	0.17	0.17
<b>Union Dues**</b>	<b>0.86</b>	<b>0.93</b>	<b>0.98</b>	<b>1.02</b>
<b>Net Wage to Employee</b>	<b>29.74</b>	<b>32.03</b>	<b>34.35</b>	<b>36.69</b>
<b>Fringe Benefits:</b>				
401(k) Base Contribution	0.25	0.25	0.25	0.25
Local Pension (Tri-State)	5.79	6.20	6.56	6.93
National Pension	2.00	3.07	3.07	3.07
<b>Health Plan A</b>	<b>10.35</b>	<b>10.35</b>	<b>10.35</b>	<b>10.35</b>
Apprentice/Journeyman Training	1.69	1.69	1.69	1.69
International Training Institute	0.12	0.12	0.12	0.12
National Industry Fund	0.12	0.12	0.12	0.12
S/M Occupational Health Inst	0.02	0.02	0.02	0.02
National Energy Management Inst	0.03	0.03	0.03	0.03
<b>Local Industry Fund</b>	<b>0.45</b>	<b>0.45</b>	<b>0.45</b>	<b>0.45</b>
Unified Construction Industry Council	0.05	0.05	0.05	0.05
	<b>52.41</b>	<b>56.31</b>	<b>59.10</b>	<b>61.90</b>

\*\* Union Dues are calculated at 1.65% of apprentice total package, please see Article 9, Section 3.

The Union agrees that if the Local or National Pension Funds or the health plans, including the Retiree Health Plan, require any additional contributions during the term of this Agreement, the Union shall allocate such additional contribution amounts out of the existing wage rates, effective the same date that the additional contributions are required. If the Union fails to make the appropriate allocation, the Employers are authorized to immediately reduce existing wage rates in the appropriate amount and allocate that amount to the appropriate fund.

**SECTION 6 – PRE-APPRENTICE AND MATERIAL EXPEDITOR WAGE PACKAGE**

Effective July 1, 2019, the total wage package for pre-Apprentices/material expeditors shall be distributed as follows:

**PRE-APPRENTICE/MATERIAL EXPEDITOR**

**PAYROLL**

Base Wage	16.40
Less Industry Stabilization Program	0.40
IA Per Capita	0.17
Union Dues**	0.40
Net Wage to Employee	15.83

**FRINGE BENEFITS:**

Retiree Health Plan	0.16
Local Pension (Tri-State)	0.35
Health Plan B	5.70
Apprentice/Journeyman Training	0.94
National Industry Fund	0.12
Local Industry Fund	0.45
	24.12

\*\* Union Dues are calculated at 1.65% of pre-apprentice/material expeditor total package, please see Article 9, Section 3.

Any grievance arising in interpretation, violation or enforcement of this Article shall be processed under the grievance and arbitration procedures as outlined in Article 10.

**ARTICLE 18 – SHEET METAL FOREMAN**

**SECTION 1 – SELECTION OF FOREMEN**

The selection of the individuals who will be craft foremen is at the sole discretion of the Employer. It is understood that employees working in the classification of foreman will be dispatched from SMART Local Union 88. It is understood that shops employing one or more journeyman sheet metal workers shall have a foreman. Foremen may work with tools of the trade on any work of the Employers signatory to this Agreement as defined in Section 1 of Article 1. Only foremen who normally work with the tools of their trade during straight time periods, in addition to the performance of supervisory duties, may work with the tools of their trade during overtime periods.

**SECTION 2 – FOREMAN AND GENERAL FOREMAN RULES**

It is expressly understood and agreed between the parties that Employers shall be prohibited from requiring an employee to supervise or direct other journeymen in the performance of work covered by this Agreement without paying them the established foreman's

wage differential. Foremen shall not be required or permitted to supervise more than ten (10) sheet metal workers, excluding him.

Foremen will not supervise another foreman without being paid the general foreman rate of pay. When more than one (1) foreman is required on any project, one (1) foreman will be designated as general foreman.

The Employers recognize their responsibility to provide adequate supervision in the shop and on the job, it being the mutual desire of the parties to provide for the efficient progress of the work performed in accordance with this Agreement.

## **ARTICLE 19 – FUNDS PAYMENT, POSTING AND BONDING**

### **SECTION 1 – BENEFIT PAYMENT DUE DATE AND ADDRESS**

Payments to all funds or trusts as provided in this Article shall be due and payable for the previous month on **the fifteenth (15th) of the month** and shall be considered delinquent if not received at Sheet Metal Workers' of Southern Nevada Trust Fund, 2560 Marco Street, Las Vegas, NV 89115, no later than the close of business on the **fifteenth (15<sup>th</sup>) of each month**. SMART Local 88 will overnight submitted benefits to Sheet Metal Workers Trust Funds of Southern Nevada no less than twice weekly.

All funds shall be included on one single form and **one (1) check, or one ACH payment when available**, shall be issued to cover the entire amount.

Contributions are vested assets of the plans, funds, or trusts or trust funds on the day that they become delinquent to plans, funds or trusts or trust funds.

### **SECTION 2 – EMPLOYER DELINQUENCY ON BENEFIT PAYMENTS**

Should an Employer become delinquent in payments to said funds or trusts, said Employer shall post either a cash bond or corporate surety bond as follows:

Twenty-five thousand dollars (\$25,000) from Employers employing five (5) or less sheet metal journeymen; up to fifty thousand dollars (\$50,000) from Employers employing six (6) or more sheet metal journeymen. These bonds shall remain in effect for the balance of the contract period.

### **SECTION 3 – BENEFIT PLAN DELINQUENCY DAMAGES**

It is hereby agreed and the parties hereto do hereby determine that the amount of damage to the plans or trusts resulting from any failure to file reports before the date of delinquency shall be presumed to be a sum equal to ten percent (10%) of the amount of contributions which is due for the month for which no report was filed or the sum of two hundred dollars (\$200.00), whichever is greater. In addition, it is hereby agreed and the parties hereto do hereby determine that the amount of damage to the plans or trusts resulting from failure to pay before delinquency shall be presumed to be a sum equal to ten percent (10%) of the amount of the contribution which is due and unpaid for the first month's delinquency and a sum equal to five percent (5%) of the amount of the contribution which is due and unpaid for each additional month during which payment of such delinquency remains unpaid, and that such additional amounts shall

immediately become due and payable to the Fund from such Employer as liquidated damages and not as a penalty. The parties hereto further agree that if such employer shall fail and/or refuse to pay such delinquent contributions together with such liquidated damages within ten (10) days after receipt of "Notice of Intended Legal Action" and demand for payment from any Plan or Trust, such delinquent contributing Employer hereby promises and agrees to, and shall become, bound to that Plan or Trust to pay all delinquencies and liquidated damages then due, together with all court costs, including such expenses of litigation as audit or investigative fees, a reasonable attorneys' fee incurred by the Fund in enforcing payment thereof and interest of twelve percent (12%) per annum or as set forth or determined in accordance with Section 6621 of the Internal Revenue Code, whichever is greater.

The parties agree that in the event any Employer has been delinquent to any plan or trust for a period of fifteen (15) days or more, that such Employer, upon written notice by the Trustees, shall be required to furnish to the Trustees or their representative any and all records and other information deemed necessary by the Trustees to enable them to file mechanic's liens or stop notices pursuant to applicable state and/or federal law to collect the delinquent contributions. The parties recognize that in order to file mechanic's liens and stop notices the Trustees must obtain information as to each hour worked by each employee and the location of the jobs on which each employee worked or to which the Employer supplied material. The Trustees may require the Employer to submit this information on a weekly basis while the Employer is delinquent. The parties recognize and agree that time is of the essence in the filing of mechanic's liens and therefore the Employer shall supply the requested information immediately upon request by the Trustees. In the event that an Employer fails to submit the information required, then any shareholder, officer and/or director of any Employer that is a corporation will be individually liable for any contributions unpaid to the Trusts for which such information was not provided.

In the event the delinquent Employer fails to post satisfactory bond and to pay the liquidated damages as required by this Agreement, and any other provisions of the Standard Form of Union Agreement of the Addenda thereto notwithstanding, no employee may be required to continue working for any Employer who is delinquent in payment of wages or contributions to any of the funds or trusts under this Agreement. Said employee shall not be subjected to return to work by such delinquent Employer until said Employer shall pay all amounts owing in conformance with the terms of this Agreement, at which time said employee shall return to his employment.

#### **SECTION 4 – NEW EMPLOYER BONDING REQUIREMENT**

Immediately after execution of this Agreement by the parties hereto, every new Employer shall post a cash or surety bond in the minimum amount of twenty-five thousand dollars (\$25,000).

#### **SECTION 5 – BONDING REVIEW**

Any bond, as described in this Article, may be reviewed by the parties hereto to determine if such amount is adequate or if such bond amount shall be adjusted.

## **SECTION 6 – BENEFIT CONTRIBUTION REPORT FORM**

- a. The amount set aside by the Employer for each fund shall be shown on the payroll check stub given to the employee, and one (1) copy of the monthly report form shall be posted on the company bulletin board.
- b. Duplicate copies of the Employer's monthly report shall be immediately sent by the respective fund to SMART Local 88 and SMACNA of Southern Nevada.
- c. The Employer shall set forth on the monthly report form, in separate columns, the following:
  1. Social Security Number
  2. Name of Employee
  3. Classification Code
  4. Number of Hours Worked Including Overtime Hours
  5. Amount of Contribution to the Respective Funds

The total of the amounts of the contribution to the funds shall be given, together with the local union number, the check number and the date of transmittal to the respective funds.

## **SECTION 7 – PAYROLL CHECKSTUB**

Each employee shall receive a weekly statement of earnings and deductions on their regular scheduled payday, or upon separation, which clearly states the following information for the current pay period and the year-to-date total.

1. Name and Address of the Employer
2. Pay Period
3. Check Date
4. Check Number or Indication of Direct Deposit
5. Hours Worked
6. Rate of Regular Pay
7. Total Earnings for the Pay Period
8. Year-to-Date Earnings

**Any overtime, shift work, zone-pay or work performed under different classifications will show separately and include all information in items 5-8.**

9. Total Gross Earnings for the Period
10. Total Tax for the Period
11. Total Deductions for the Period
12. Net Pay
13. Running Total for Items 6-9
14. Detail of Taxes to Include Line Items and a Total for:
  - a. Federal Withholding for the Period
  - b. Social Security for the Period
  - c. Medicare for the Period
  - d. Any Other Tax Which May be Required to be Withheld for the Period.

**For each category in Item 14 a running total for the year.**

15. Detail of Deductions to Include Line Items and a Total for:
  - a. International Association (IA) per Capita for the Period
  - b. Industry Stabilization Program (ISP) for the Period
  - c. PAL for the Period
  - d. Voluntary 401k Contributions for the Period
  - e. Local Union Dues (1.65% Dues Assessment)
  - f. Any Other Authorized Deduction for the Period

**For each item in Section 15 a running total for the year.**

16. Description and amount for any other payment made to the employee for the pay period.

## **ARTICLE 20 – ZONE PAY**

### **SECTION 1 – ZONE PAY CHART**

In addition to applicable sheet metal rates add the applicable amounts **per hour**, calculated on a radius basis from Las Vegas City Hall.

<b><u>Zone</u></b>	<b><u>Miles</u></b>	<b><u>Pay Rate</u></b>
<i>Zone 1</i>	<i>0 – 30 Miles</i>	<i>\$0</i>
<i>Zone 2</i>	<i>30 – 50 Miles</i>	<i>\$2.50</i>
<i>Zone 3</i>	<i>50 – 100 Miles</i>	<i>\$3.50</i>
<i>Zone4</i>	<i>Over 100 Miles</i>	<i>\$5.00</i>

Employees required to drive personal vehicles from job to job or shop to job after first reporting point shall receive the current IRS mileage rate.

### **SECTION 2 – SHOW-UP PAY**

If an employee is ordered to work within the forty-three (43) mile radius of the Las Vegas City Hall and no work is provided, the employee shall be paid two (2) hours work at the standard rate provided herein. If an employee is ordered to work beyond the forty-three (43) mile radius of the Las Vegas City Hall and no work is provided, the employee shall be paid four (4) hours work at the standard rate provided herein.

### **SECTION 3 – OVERTIME PAY**

If an employee is called out before or after his regular shift within the area of forty-three (43) mile radius from the Las Vegas City Hall, he shall be paid a minimum of two (2) hours at the appropriate overtime rate. If an employee is called out before or after his regular shift to a point beyond the forty-three (43) mile radius from the Las Vegas City Hall, he shall be paid a minimum of four (4) hours at the appropriate overtime rate.

### **SECTION 4 – EXCEPTION**

If an employee is dispatched to the job in a company vehicle on company time and within the working shift scheduled pursuant to Article 6, Zone Pay does not apply.

## **ARTICLE 21 – STEWARDS**

A Union steward shall be a working employee, appointed by the Union, who shall, in addition to his or her work as an employee, be permitted to perform during working hours such of his other duties as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible and the Employers agree to allow stewards a reasonable amount of time for the performance of such duties. The Employers recognize that it is desirable that the steward remain on the job as long as there is work for which he or she is qualified. The Employers therefore agree that stewards shall be the next to last man or woman terminated when a reduction in force becomes necessary; provided the steward is performing the work for which he or she is qualified. The Union shall notify the Employers of the appointment of each steward, and the Employers before laying off or discharging a steward, for cause, shall notify the Union of their intention to do so.

In an effort to provide the opportunity for the Union to protect its jurisdiction, the Employers agree to recognize stewards temporarily appointed in the absence of a regular Steward on all work in progress under the Agreement. In no event shall an Employer discriminate against a steward or lay him or her off or discharge him or her on account of any action taken in proper performance of his or her Union duties.

Should the steward be working on a job which requires overtime, the steward shall be one of those to perform such overtime work unless the work performed is a specialty type of work for which the steward is not qualified. The steward shall be notified by the Employer upon receipt of the overtime permit from the Union office.

Stewards who maintain current CPR/First Aid Completion Certificates will receive an additional fifty cents (\$0.50) per hour over the journey person rate.

## **ARTICLE 22 – CERTIFIED PAYROLL REPORT**

### **SECTION 1 – REQUEST AND COMPLIANCE FOR CERTIFIED PAYROLL**

Contractors fabricating or assembling materials for installation within the jurisdiction of SMART Local Union 88, or elsewhere, upon request by the Local Joint Adjustment Board, shall furnish the representatives of SMART Local 88 and SMACNA of Southern Nevada, a certified payroll and whatever further proofs the Union or Association may deem necessary to prove that the wage scale for such fabricating or assembling has been paid in accordance with Article 8, which provides that the higher wage rate shall be paid for shop work or material destined for installation in other union jurisdictions. Such certification shall be by a Certified Public Accountant and shall accompany delivery of materials.

### **SECTION 2 – MATERIAL FABRICATION**

It being expressly understood and agreed that heating, ventilating and air conditioning systems which serve more than a single dwelling, or apartment, shall not be considered a single dwelling, and all material fabricated for the above mentioned system shall be fabricated and/or assembled under the Building Trades scale of wages. It also being expressly understood and agreed that all material, insofar as possible, shall be fabricated and/or assembled within the jurisdiction of SMART Local Union 88.

## **ARTICLE 23 – MINIMUM HAND TOOLS**

### **SECTION 1 – EMPLOYEE-PROVIDED TOOL LIST**

The following list of hand tools shall constitute the minimum requirements to be furnished by journey person and apprentice sheet metal workers performing work under this Agreement:

- 1. Tool Belt and Bag**
- 2. Hammers (2)**
- 3. Screwdrivers (2)**
- 4. Pliers (1)**
- 5. Snips (1 each) Aviation M1 and M2**
- 6. Snips 18"**
- 7. Dividers 8" (1)**
- 8. 25' Tape Ruler**
- 9. Scratch Awl (1)**
- 10. Chisel (1)**
- 11. Central Punch (1)**
- 12. Hand Tongs (1)**
- 13. Vice Grip Pliers (1)**
- 14. Hand Dolly (1)**
- 15. Crescent Wrench 8" (1)**
- 16. Torpedo Level**
- 17. 9/16" Socket and Ratchet**
- 18. Chalk Box**

### **SECTION 2 – EMPLOYER-REQUIRED CUTTING TOOLS**

Employers performing work under this Agreement shall furnish the tools for cutting any hardened metals such as stainless steel, titanium, etc.

## **ARTICLE 24 – PERSONAL PROPERTY**

It is understood by the parties hereto that should the need arise for a job box, tool storage or tool shed to be located on the jobsite at the direction of the Employer, then the Employer assumes full responsibility in the event of loss through illegal entry which would result in the loss of personal tools to employees working on the job or project. However, if loss of personal property through illegal entry occurs once on a project and the contractor has reason to believe that the project may be at risk for further targeted illegal entries, then the contractor, for security reasons, can require employees to take home their tools from the project site at the end of each shift. Management will allow adequate time for pick up and return of personal toolboxes on a job to job basis.

It is understood that the Employer assumes responsibility for loss of personal tools of his or her employees due to fire in the aforementioned tool storage area. It is also understood that the same agreement applies to shops of the Employers.

It is understood that the Employer assumes responsibility for loss of his or her employees' personal tools due to illegal entry of a company vehicle.

No employee subject to this Agreement shall rent, lease or loan to any Employer any tools, equipment or conveyance of any kind or description.

## **ARTICLE 25 – UNION REPRESENTATIVES’ ACCESS TO JOB OR SHOP**

The Employers shall not prohibit representatives of the Union from visiting the shop or jobsite at any reasonable time for the purpose of conducting Union business. Such visits by Union representatives may be frequent or infrequent, but the business necessitating the visit will be conducted expeditiously with a minimum of interruption or interference with the work being performed. The Union agrees that the Employer shall not be held liable for any accidental injuries that such representative might incur on such visits.

## **ARTICLE 26 – PAYROLL**

### **SECTION 1**

It is understood and agreed that it shall not be considered a violation of this Agreement if the Union takes economic action against an Employer whose payroll checks issued to workers covered by this Agreement are not honored by the bank on which they are drawn because of insufficient funds and the Employer involved fails, refuses or neglects to make such checks good immediately upon demand by the Union. It is also agreed and understood that the employees retaining payroll checks in their possession because of the Employer's inability to make good, such checks shall be considered in violation of this Agreement.

### **SECTION 2**

All Employers must pay workers in a cashier's check on a local bank or establish credit with a local bank and/or other business establishment so that employees may cash their pay checks without delay or inconvenience.

### **SECTION 3**

It is agreed that Employers who by past practice or by the submission of satisfactory evidence to the SMART Local 88 Business Manager have demonstrated their financial responsibility, may establish a payroll procedure under which employees shall be paid the last working day of each week with no more than three (3) days being withheld.

### **SECTION 4**

It is understood that an employee shall be paid on company time before quitting time on Friday or the last regular workday of the week. Employees who are not paid their wages at the regular quitting time on payday shall be entitled to compensation for waiting time computed at the regular straight time rate of the applicable classification, except for those situations of any emergency nature which will be determined by the Local Joint Adjustment Board.

### **SECTION 5**

In the event of a work layoff, it shall be the Employer's responsibility to pay each employee the full amount due to him or her at the time of separation.

## **ARTICLE 27 – SAFETY AND SANITATION**

All approved safety rules and regulations as set down and adopted by the Division of Industrial Relations, Public Service Commission, State Public Health Service and other such agencies of the federal, county or city governments having jurisdiction over the parties with respect to safety and sanitation matters shall be observed by the Employers and their employees.

Per OSHA standards, suitable cooled drinking water must be furnished at the job and shop at all times and sufficient sanitary cups furnished so there need be no delay for workers to quench their thirst and sanitary toilets must also be furnished in all shops.

The William-Steiger Occupational Safety and Health Act of 1970 states that when any job is fifteen (15) minutes or more away from immediate medical attention, the Employer must have an employee with First Aid training on the job. The Employers and the Union mutually recognize that much of the work in the jurisdiction of SMART Local Union 88 is beyond the fifteen (15) minute boundary; therefore, the Employers agree to make available First Aid training courses for all journeyperson sheet metal workers of SMART Local Union 88. The Employers will pay for all costs incurred for the First Aid classes. All foremen shall be required to take a First Aid training course of the type offered by the American National Red Cross. The Union agrees to cooperate with the Employers and will encourage all members of SMART Local Union 88 to attend the First Aid training classes.

## **ARTICLE 28 – BREACH OF CONTRACT**

A party to this Agreement shall not cancel this Agreement because of a claimed breach thereof or file any action for damages because of a claimed breach of this Agreement without giving notice in writing to the other party and allowing them ten (10) days thereafter to such other party for redress or correction. Nothing contained in this section shall be deemed to limit the right of the Union to take economic action against Employers who fail, refuse or neglect to implement any final decision handed down under the procedure for settling jurisdictional disputes or the procedure to be used in the adjustment of grievances. Neither shall this language prevent the Union from taking such action as is expressly permitted under Articles 19 and 26.

## **ARTICLE 29 – RESPONSIBILITY CLAUSE**

### **SECTION 1 – LABOR AND MANAGEMENT INDUSTRY BETTERMENT**

The Union and the Employers agree to cooperate in all matters for the betterment of the industry, realizing that the best working conditions depend on a prosperous industry.

### **SECTION 2 – JOB AWARD NOTIFICATION**

In order to effectuate the policies and purposes of the National Joint Board for the Settlement of Jurisdictional Disputes in the Building and Construction Industry, it is agreed that whenever an Employer signatory to this Agreement is awarded sheet metal work on a commercial type building structure in excess of 9,000 square feet, such Employer shall immediately notify SMACNA of Southern Nevada and SMART Local 88 in writing. Upon receipt of such notification, the Union will review the plans and specifications, and prior to the

commencement of work on such projects, shall notify SMACNA of Southern Nevada and the Employer in writing of any jurisdictional disputes on such job.

### **SECTION 3 – EMPLOYER RESTRICTION ON SUBLETTING**

Neither the Union nor the Employer shall directly or indirectly by any subterfuge evade the terms, intent, and purposes of this Agreement. No Employer shall sublet or subcontract with persons who are employees covered by this Agreement or any part of the labor services required by the Employer of such employee.

### **SECTION 4 – COMPENSATION ADHERENCE**

It is the intent of the parties hereto to compensate employees as required by this Agreement. The parties therefore agree to prohibit lump sum piece work or any other method of payment inconsistent with the terms hereof.

## **ARTICLE 30 – UNION LABEL AND MATERIALS**

### **SECTION 1 – UNION LABEL REQUIREMENT**

A Sheet Metal Union label shall be applied to all sheet metal work manufactured, assembled and fabricated by members in good standing of SMART Local 88 or of the International Association of Sheet Metal, Air, Rail and Transportation Workers.

### **SECTION 2 – PROCUREMENT OF MATERIALS**

Nothing in this Agreement shall limit the right of the Employer to use materials and products in the course of his or her work available on the open market provided only that the Employer herein agrees to give preference whenever possible to Union made materials and products and the Union and the Association will appoint a standing committee for the purpose of determining the legality of any other Article which may strengthen this Article. All materials leaving the jurisdiction, or for resale, must bear the Union label.

Nothing in the above Section is intended by the parties to be effectuated or enforced in a manner contrary to law.

## **ARTICLE 31 – QUALIFICATIONS TO BE SIGNATORY**

To become a signatory Employer to this Agreement, an Employer must have a contractor's license, as required by Nevada State, county and municipal licensing acts or laws, must carry full insurance coverage as required by the Division of Industrial Relations, must be equipped with the tools required for the performance of the work to be engaged in by the firm, and must be regularly engaged as a sheet metal contractor or manufacturer. Any Employer who is signatory to this Agreement and does not have a shop or manufacturing facility of its own must purchase all fabricated/manufactured materials as outlined in Article 8 of this Agreement. No Employer shall be entitled to sign or become party to this Agreement if they are delinquent in payment to any of the Funds or Trusts established by this Agreement. Any dispute under this provision may be referred to the Local Joint Adjustment Board procedure.

Should SMART Local Union 88 enter into an Agreement and/or Addendum with any individual Employer which is more favorable in any way than this Agreement and/or Addendum,

than any Employer who established and operates in that same manner shall apply for and receive the same more favorable Agreement and Addenda.

## **ARTICLE 32 – JOINT INDUSTRY COUNCIL**

### **SECTION 1 – PURPOSE OF THE JOINT INDUSTRY COUNCIL**

The Joint Industry Council shall be composed of three (3) Employer Representatives from SMACNA of Southern Nevada and three (3) Union Representatives from SMART Local 88 and shall function as a research and public relations agency on behalf of the sheet metal industry. It shall seek to increase the use of sheet metal products by the consuming public, improve the business of the sheet metal contractors, contact architects and general contractors and acquaint all with the uses of sheet metal so as to increase the use of sheet metal in construction projects.

### **SECTION 2 – ROLE IN MISINTERPRETATIONS AND CONTROVERSIES**

The Joint Industry Council shall work with all joint committees, boards, etc., when requested, in an effort to resolve and/or avoid misinterpretations and/or controversies regarding administration of this Agreement and its Addendums.

### **SECTION 3 – MEETING FREQUENCY**

It is the intent of the parties hereto that said Joint Industry Council shall meet monthly.

### **SECTION 4 – COMPOSITION REQUIREMENT**

It is agreed that at least two (2) members each from labor and management shall be from the Negotiating Committee who participated in the negotiation of this Agreement.

## **ARTICLE 33 – SMART LOCAL 88 DISPATCH PROCEDURES**

### **SECTION 1 – CLASSIFICATIONS AND QUALIFICATIONS**

#### **Building Trades Journeyman Sheet Metal Worker**

Anyone who has worked within the jurisdiction of SMART Local 88 as a building trades journeyman sheet metal worker may qualify as a building trades journeyman sheet metal worker. Those who have no work experience within the jurisdiction of SMART Local 88 must show either seven (7) years' experience with the tools of the trade at the building trades journeyman level or a certificate qualification from an apprenticeship program recognized by the International Training Institute.

#### **Light Commercial Journeyman Sheet Metal Worker**

Anyone who has worked within the jurisdiction of SMART Local 88 as a light commercial journeyman sheet metal worker may qualify as a light commercial journeyman sheet metal worker. Those who have no such experience within the jurisdiction of SMART Local 88 must show four (4) years' experience with the tools of the trade at the light commercial journeyman level.

### **Residential Journeyperson Sheet Metal Worker**

Anyone who has worked within the jurisdiction of SMART Local 88 as a residential journeyperson sheet metal worker may qualify as a residential journeyperson sheet metal worker. Those who have no such experience within the jurisdiction of Local 88 must show four (4) years' experience with the tools of the trade at the residential journeyperson level.

### **Service Technician**

Anyone who has worked within the jurisdiction of SMART Local 88 as a service technician may qualify as a service technician. Those who have no such work experience within the jurisdiction of SMART Local 88 must show two (2) years' experience with the tools of the trade as a service technician.

### **Apprentice**

Anyone indentured in the Sheet Metal, Air, Rail and Transportation Workers Local 88 joint apprenticeship and training program will be deemed qualified as an apprentice.

### **Pre-apprentice**

Must comply with the provisions of Article 12. All determination as to qualifications shall be made by the Local 88 JATC.

## **SECTION 2 – OUT-OF-WORK LISTS**

The Union has twelve (12) out-of-work lists: Groups A and B for Building Trades, Light Commercial, Residential and Roofer Journeyperson, and one (1) each for Service Technicians, Apprentices, Pre-apprentices and Residential Helper.

### **Group A**

Journeypersons who have worked at least 1,200 hours within the jurisdiction of SMART Local 88 within two (2) years of registering on the out-of-work list and reside within the jurisdiction of SMART Local 88. To meet the residency requirement, the journeyperson must show proof of resident (e.g., mortgage book, lease, etc.), Nevada vehicle registration and a Nevada driver's license.

### **Group B**

All other qualified journeypersons.

Journeypersons in Group A need only sign the out-of-work list when registering. Those in Group B must report to the hall in person twice each month (once before the 1<sup>st</sup> day and 15<sup>th</sup> day, and again between the 16<sup>th</sup> day and the last day of the month) to sign the out-of-work list. Those who do not sign the list twice monthly will be removed from the list.

## **SECTION 3 – DISPATCH TO EMPLOYMENT**

The Employers agree to first call the Union dispatching office when requesting sheet metal workers. Employees will be dispatched in accordance with the procedures set forth in this Agreement.

Employers may request journeypersons from Group A regardless of their position on the list. Otherwise, journeypersons on Group A will be dispatched on a first-in/first-out basis, except

where Employers have requested a journeyperson with special qualifications. A journeyperson in Group B will be dispatched on a first-in/first-out basis only after all journeyperson's in Group A have been dispatched. Apprentices will be dispatched on a first-in/first-out basis. Pre-apprentices will be dispatched based on their skill, ability and experience as evaluated by the hiring hall.

Employers not signatory to an Agreement with SMART Local 88 may also request workers from the hall, and these workers will be dispatched on a first-in/first-out basis only, except for foreman and job stewards who the hiring hall may dispatch at its discretion regardless of their position on the list.

A written Referral Slip will be given to each dispatched worker. This is written proof that the worker has been dispatched in accordance with the Union's dispatch procedures. No worker will be accepted for employment without a Referral Slip.

An individual who is dispatched to and works a job which lasts less than forty (40) hours may return to the hall immediately on layoff and shall be returned to his or her original place on the appropriate out-of-work list. No qualified workers shall be refused registration or dispatch because of membership or non-membership in any labor union.

#### **SECTION 4 – EMPLOYER 48-HOUR RIGHT TO HIRE**

It is understood that if the Union is unable to furnish employees satisfactory to the Employer within forty-eight (48) hours, within the scheduled work week, of receipt of request for Employees, the Employer may hire from any source provided notice is given to the Union of the facts within twenty-four (24) hours, stating the name, classification and rate of pay of the new employee. This Article will not be in effect if the Drug Testing Policy herein is cause for dispatching delays.

#### **SECTION 5 – TERMINATION OF EMPLOYMENT**

When an Employer discharges an employee, for any reason, the Employer will complete a Notice of Separation form. The Employer will retain the original, and copies will be given to the employee, SMACNA of Southern Nevada and SMART Local 88. No furlough lasting longer than thirty (30) days will be permitted. No hiring will be permitted by an Employer who has an employee on furlough unless a special skill is required.

It is the responsibility of an employee who has been terminated from employment to register with the hiring hall in order to be dispatched again. No one will be permitted to register without first providing a Notice of Separation from the Employer.

### **ARTICLE 34 – SMART LOCAL 88 WORKING RULES**

No working rules shall be adopted by SMART Local Union 88 which are contrary to the terms of the Standard Form of Union Agreement, Form A-08-11, to this Article, or which impose any additional burden or hardship on the Employer. The working rules attached to this Article and approved by the parties hereto shall apply during the term of this Agreement.

## **SECTION 1**

The term employees as used in these working rules shall apply to general foremen, foremen, journeypersons, apprentices, pre-apprentices/material expeditors and service technicians.

## **SECTION 2**

No employee shall donate labor on any work described in Article 1, Section 1, without permission of the SMART Local 88 Business Manager.

## **SECTION 3**

Employees shall not be permitted to furnish groovers, mallets, power tools, circumference rules, two foot (2') framing squares, twenty-four inch (24") levels, drill bits, socket sets, yankee screwdrivers, battery drills or any tools considered unfair to other working workers or against the interest of this Union.

## **SECTION 4**

A general foreman is a journeyperson sheet metal worker with one (1) or more foremen under his supervision.

## **SECTION 5**

It shall be the foreman's responsibility to see that all workers check with the Union steward before going to work.

## **SECTION 6**

Employers shall furnish all safety equipment except safety shoes. When employees are required to wear safety glasses at all times on the jobsite, the Employer shall provide safety glasses or prescription safety glasses. Noise protection to be furnished and worn when noise level is above 85 decibels.

## **SECTION 7**

Employees will not be permitted to load or unload trucks before or after working hours unless they are paid overtime for same.

## **SECTION 8**

Any journeyperson working on work that runs into overtime shall have first choice on this work, but overtime work shall be divided when possible.

## **SECTION 9**

Only one (1) Employer in any company shall be allowed to work with the tools, and then in the shop only.

## **SECTION 10**

The Employer shall not be permitted to work on any overtime work unless accompanied by a journeyperson.

## **SECTION 11**

Employees transported to and from jobs or jobsites or to and from shops shall be transported in covered conveyances with adequate seating facilities provided to ensure safety,

good health and comfort of said employees. At no time shall over three (3) employees ride in the cab of a truck.

#### **SECTION 12**

The Employer shall furnish welding hoods, welding glasses, leathers (or equal spark protection), safety goggles and respirators where needed.

#### **SECTION 13**

Employees shall be at their place of work at starting time and shall remain at their place of work performing their assigned functions under the supervision of the Employer until quitting time. All employees shall be allowed adequate company time to gather up tools.

#### **SECTION 14**

Except under emergency conditions, permission to work overtime must be obtained from the Business Manager's office.

#### **SECTION 15**

If an Employer is performing work on a project during the construction of which such project is declared to be unfair by the Southern Nevada Building and Construction Trades Council and the work is stopped for that reason, the Union shall not be deemed to have violated this Agreement, if during the period of said stoppage of work, the employees represented by the Union fail to perform their work on said project for the Employer.

#### **SECTION 16**

Employers signatory to this Agreement shall maintain reasonable standards consistent with prevailing practice in the industry in Southern Nevada with respect to heating, cooling, and ventilating in their permanent shops.

#### **SECTION 17**

No Employee covered by this Agreement shall be required to drive his or her personal vehicle over temporary construction roads, to remote areas, unless such roads are graded and surfaced so as to make them suited to passenger car traffic.

#### **SECTION 18**

No employee shall be loaned from one Employer without following the hiring procedure contained in this Agreement.

#### **SECTION 19**

Employees shall receive a break no later than three (3) hours from start time and no employee shall be required to work more than five (5) hours from the starting time of his/her shift without a half-hour (30 minute) unpaid break. When an employee works beyond eight (8) hours in a workday, the employee shall be given a second fifteen (15) minute break. In addition, the employee shall also be given a fifteen (15) minute break for every two (2) hours worked thereafter. It is understood these breaks will be taken on the Employers' time and will be taken in the immediate work area.

## **SECTION 20**

Should employees be injured in a manner serious enough to require a doctor's treatment, the Employer will furnish transportation for one (1) trip for the employee injured while in the employment of the Employer, from the point of injury to the doctor's office. The employee will be paid during this period of transportation.

## **SECTION 21**

Employers shall pay for welding certifications when required.

## **SECTION 22**

Employers shall provide parking within a one-half (½) mile radius of the Las Vegas City Hall. On any project, when parking is deemed to be an issue, SMACNA of Southern Nevada and SMART Local 88 will resolve said issue on a job-by-job basis. If stipulations regarding parking are set by an owner of a project or a Project Labor Agreement, those stipulations will have precedence.

## **SECTION 23**

No employee shall leave the shop or jobsite over a jurisdictional dispute with another craft until all parties concerned, including the Employer and the owner, have the opportunity to resolve the dispute without disruption of work.

## **SECTION 24**

Employees may at the Employer's request re-charge batteries for battery operated drills at home. The employees assume no liability for lost, damaged or stolen chargers, drills or batteries.

## **SECTION 25**

Employees reporting for work in cut-offs or tennis shoes will not be permitted on the jobsite. The Employer in this case will not be required to pay Show-Up Pay.

# **ARTICLE 35 – INTEGRITY CLAUSE**

## **SECTION 1 – DEFINITION OF DOUBLE-BREASTED EMPLOYER**

A double-breasted Employer for purposes of this Agreement is an Employer that itself, or through a person or persons subject to an owner's control, has ownership interest (other than a non-controlling interest in a corporation whose stock is publicly traded) in any business entity that engages in work within the scope of Article 1 and is using employees whose wage package, hours and working conditions are inferior to those prescribed in the Agreement of the sister local union affiliated with SMART, AFL-CIO, in that area.

An Employer is also a double-breasted Employer when it is owned by another business entity as its direct subsidiary or as a subsidiary of any other subsidiary within the corporate structure thereof through a parent-subsidiary and/or holding company relationship, and any other business entity within such corporate structure is engaging in work within the scope of Article 1 and is using employees who are prescribed in the Agreement or, if such other business entity is located or operating in another area inferior to those prescribed in this Agreement.

## **SECTION 2 – FAILURE TO GIVE NOTICE OF BECOMING DOUBLE-BREASTED**

Any Employer that signs this Agreement or is covered thereby, by virtue of being a member of a multi-employer bargaining unit, expressly represents to the Union that it is not a double-breasted Employer as such term is defined in Section 1 of this Article and further agrees to advise the Union promptly, if at any time during the life of this Agreement, said Employer changes its mode of operation and becomes a double-breasted Employer. Failure to give timely notice of being or becoming a "double-breasted Employer" shall be viewed as fraudulent conduct on the part of such Employer.

In the event any Employer signatory to or bound by this Agreement shall be guilty of fraudulent conduct as defined above, such Employer shall be liable to the Union for liquidated damages at the rate of five hundred dollars (\$500) per calendar day from the date of failure to notify the Union until the date on which the Employer gives notice to the Union. The claim for liquidated damages shall be processed as a grievance in accordance with, and within the time limits prescribed by, the provisions of Article 10.

## **ARTICLE 36 – SHIFT WORK**

### **SECTION 1**

Shift work shall be allowed on all jobsite construction and all shop work. The Union office and the Shop or Job Steward must be notified when shift work is to be practiced.

### **SECTION 2**

Not less than five (5) full consecutive days shall constitute a shift (excluding weekends). Shift work begins on a Monday and ends on a Friday. For the rules regarding shift work on remodel and renovation work in occupied buildings refer to Article 6, Section 4.

### **SECTION 3**

When three (3) shifts are required in the shop or on the jobsite, the graveyard shift shall receive fifteen percent (15%) premium and eight (8) hours' pay for seven (7) hours worked. This shift shall begin at 12:01 a.m. on Monday. The day shift shall begin at 7:30 a.m. on Monday and receive eight (8) hours pay for eight (8) hours of work. The evening shift shall receive a ten percent (10%) premium and eight (8) hours' pay for seven and one-half (7 ½) hours worked. This shift shall begin at 4:00 p.m. on Monday.

### **SECTION 4**

No shift shall overlap, and shift changes will be permitted only on Monday.

### **SECTION 5**

Employees must have an eight (8) hour rest period when changing shifts.

### **SECTION 6**

All shift work over the regular hours worked will be paid at the overtime premium rate of pay on Monday through Friday.

### **SECTION 7**

The overtime conditions of this Article will prevail on all shift work.

## **SECTION 8**

Employers will provide separate gang boxes for each crew's personal tools with different keyed locks.

## **SECTION 9**

When a second shift is required in any shop or jobsite following the day shift, the second shift may start any time following the day shift. The second shift shall receive eight (8) hours pay for seven and one-half (7 ½) hours work plus ten percent (10%) premium. If the second shift extends past midnight the entire second shift shall be paid at the graveyard shift rate.

## **ARTICLE 37 – DRUG TESTING POLICY**

SMART Local 88 of the International Association of Sheet Metal, Air, Rail and Transportation and SMACNA of Southern Nevada (SMART/SMACNA) hereby acknowledge and recognize both labor and management have a vested interest in the health and safety of the members/employees and the survival of the industry. Collectively labor and management have elected to take positive steps to address these problems through adoption of a drug testing policy.

A jointly prepared model drug testing policy has been adopted by the parties hereto and will be in full force and effect for the duration of this Agreement. Employers hereby agree to implement this model policy dated. **Copies of this policy are available at Union or Employer Association office.**

This model drug testing policy has been formulated to provide standardized workable solutions leading to identifiable benefits through Workplace Intervention/Employee Assistance Program (EAP). The following outlines the goals and objectives of this model policy:

### **GOALS**

1. To establish a mechanism available to Employers and the Union that is sensitive enough to allow for early identification of the largest possible number of persons whose work performance is affected by drug use.
2. To provide the Employer and the Union with a method of assisting those persons who are associated with drug use, and other professional or self-help resources, and to link Employees with needed services.
3. To ensure maximum use of opportunities to establish lasting rehabilitation of persons associated with drug use through treatment in certified employee assistance programs.
4. To reduce the lost work time and reduced productivity, unnecessary turnover and training costs, and health care costs associated with drug use problems through early effective treatment of persons associated with drug use.

### **OBJECTIVES**

1. Identify individuals with drug use and other problems through pre-employment screenings.

2. Intervene with individuals with drug use and other problems and motivate them to seek assistance.
3. Assist participants in selecting quality and comprehensive referral services drug use and other problems.
4. Ensure confidential handling of information and confidential management of records and files.
5. Offer drug education and other health-related information to Employers and employees. Employers hereby agree to pay for pre-employment drug testing to ascertain whether an applicant is capable of safely performing the duties required. Prospective employees shall take these pre-employment tests on their own time.

### **MANDATED TESTING**

Drug use testing programs mandated by federal agencies, such as the U. S. Department of Transportation, or by other users of construction services, may contain testing requirements not covered in this program. In such an event, the mandated requirements shall be made a part of this program for the duration of the work involved only upon mutual agreement with the Union.

#### **1. Drug Free Workplace Policy**

As a responsible industry SMART/SMACNA are committed to maintaining a work environment which reflects concern for our employees'/members' health and safety. Employees/members with drug use and other problems, not only impair their performance, but may also pose a safety risk to other workers. As a result, SMART/SMACNA, as a sheet metal industry, have implemented the following guidelines to ensure a drug free workplace.

- A. Being under the influence of, the use, manufacture, sale, or possession of narcotics, drugs or controlled substances while on the job or on SMART/SMACNA premises is prohibited.
- B. The use of drugs prescribed by a licensed physician is not prohibited, but employees are required to make such use known to their immediate supervisor if the use of such prescription may affect their performance or impact the safety of their workers. Employees should consult with their doctor about how any medication prescribed will affect job performance.
- C. SMART/SMACNA recognize the need for a drug-free awareness program and will:
  1. Periodically publish information on the dangers of drug use.
  2. Advise employees/members of any available Employee Assistance Programs, rehabilitation counseling benefits provided by their group insurance plan.
- D. SMART/SMACNA shall be held harmless in this agreement from any liability that may be incurred as a result of the drug testing policy, including any chemical testing of applicants for employment.

- E. Alcohol may be served at SMART/SMACNA sponsored events with the prior approval of the President or designated representative. SMART/SMACNA will urge attendees to arrange for alternate transportation or designate a driver for these events.
- F. SMART/SMACNA recognize that drug use has become a major issue both in the workplace and within our communities and families. Whenever possible, reasonable efforts will be made by SMART/SMACNA to provide any help requested by an employee/member, and strict confidentiality will be observed.
- G. SMART/SMACNA consider adherence to this policy to be essential and a condition of employment.

#### H. Definitions:

1. "Controlled Substance" means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 USC 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.
2. "Marijuana" - Marijuana consists of dried, chopped plant parts: Cannabis Sativa, the hemp plant, is the source. The principal psychoactive agent in marijuana is delta-9-tetrahydrocannabinol (THC), which sometimes comprises more than seven percent (7%) of marijuana material.
3. "Cocaine" - Cocaine is an alkaloid from the coca plant, Erythroxylon coca. It usually is obtained as cocaine HCl, but those who smoke the drug prepare the "freebase" or "crack" form, chemically removing the HCl; this form can be volatilized and inhaled with increased temperature.
4. "Amphetamine and Methamphetamine" - Pharmaceutical companies and illicit black marketers both manufacture amphetamine and its n-methyl derivative, methamphetamine. Methamphetamine, called speed on the street, is generally the drug that is abused. Both Methamphetamine and Amphetamine are found in prescription medications. They are stimulants affecting the sympathetic nervous system. Methamphetamine is easily made in clandestine labs from ephedrine. Amphetamines are stimulants effecting the sympathetic nervous system.
5. "Opiates" - The opioids (commonly called opiates) are alkaloids of the opium poppy. The prototypes are morphine and codeine. Synthetic opiates include heroine, hydromorphone (Dilaudid), oxymorphone (Numorphon), diphenoxylate (Lomitil), hydrocodone (Loritab), and oxycodone (Percodan). Other drugs having similar effects and sometimes regarded as synthetic opiates are propoxyphene (Darvon), methadone (Dolophine), meperidine (Demoral), sufentanil (Sufenta), or fentanyl (Sublimaxe, Innovar). All of these drugs are available by prescription in the United States. The most widely abused synthetic opiate, heroin, is obtained by reacting natural morphine with acetic acid. Heroin (diacetylmorphine) is a highly addictive drug. In the body, heroin metabolizes back to morphine.

6. "Phencyclidine" - Known on the street as PCP or Angel Dust, is a synthetic (or manufactured) arylcyclohexylamine, chemically related to ketamine, which is used in anesthesia for animals. PCP's synthesis is relatively simple for black market manufacturers. Phencyclidine's use as a human anesthetic was discontinued because it produced psychotic reactions, and its more prolonged use as a veterinary tranquilizing agent has also stopped. Thus, the drug now has no therapeutic role: its use is strictly illegal.
7. "Employee Assistance Program (EAP)" means a program of counseling, referral, and educational services for illegal drug use, alcohol misuse or abuse, and other medical, mental, emotional, or personal problems of employees, particularly those which adversely affect behavior and job performance.
8. "Laboratory" means a licensed medical laboratory approved by SMART/SMACNA to perform certain functions. The laboratory is responsible for providing test results generated by the drug testing policy and has appropriate medical training to interpret and evaluate an individual's positive test result, together with that person's medical history, and any other relevant biomedical information.
9. "Chain of Custody" means procedures to account for the integrity of each urine specimen by tracking its handling and storage from point of specimen collection to final disposition of the specimen. These procedures shall require that an appropriate drug testing custody form be used from time of collection to receipt by the laboratory and that upon receipt by the laboratory an appropriate labeled chain of custody form(s) account(s) for the sample or sample aliquots within the laboratory.
10. "Collection Container" means a container into which the applicant or employee urinates to provide the urine sample used for a drug test.
11. "Collection Site" means a place designated by SMART/SMACNA where individuals present themselves for the purpose of providing a specimen of their urine to be analyzed for the presence of drugs.
12. "Confirmatory test" means a second analytical procedure used to identify the presence of a specific drug or metabolite. Confirmatory testing is independent of the initial test and uses a different technique and chemical principle more specific than the initial test in order to ensure reliability and accuracy. The most accepted confirmatory procedure is by Gas Chromatography - Mass Spectroscopy (GCMS).
13. "Employee" refers to all union employees of SMART/SMACNA. Disciplinary action for union employees will be governed by this Agreement.
14. "SMART/SMACNA" means SMART Local 88 and SMACNA of Southern Nevada. SMACNA also means all Employers to this Agreement and the Addenda thereto.

## **2. SMART/SMACNA Drug Testing Policy**

It is the intent of SMART/SMACNA to continue to strive for a safer working environment for its employees/members. Many of the owners and general contractors with whom we do business share this same concern. As a result, SMART/SMACNA have adopted this Drug Testing Policy. All new hires will be subject to a urinalysis test to identify the possible use of drugs pertaining to this policy. The term negative in reference to test results indicates pass. The term positive indicates substance levels above the predetermined acceptable range, resulting in failure. SMART/SMACNA utilize the same levels established by the Substance Abuse Mental Health Services Administration (SAMHSA). The results of these tests will be held in strict confidence.

Additional language may be added to this policy after consulting with professionals and agreed to by both sides.

### **A. Procedures for Applicants**

Each applicant assigned to a mandated project or dispatched through SMART Local 88 to an Employer will be given a copy of the SMART/SMACNA DRUG TESTING POLICY AGREEMENT. These individuals will be asked to report or be escorted to a laboratory or clinic for the purpose of a drug test. The individual will take all such drug tests on his or her own time. SMACNA will pay for all such drug tests. A signature will be required on the forms for laboratory testing. The "Toxicology Requisition" Forms will allow the applicant to list all personal or prescription drugs in use which may cause positive results in the testing or alter the testing procedures.

### **B. Accident and Incident**

It is agreed that persons involved in a work-related accident or incident that results in property or equipment damage or injury requiring treatment defined as recordable by OSHA Regulations may be required to submit to a test.

### **C. Test Results**

All chemical testing results shall come under the control and supervision of the laboratory, with employee confidentiality protected. The results from this test will take approximately 48 to 72 hours and will undergo medical review and if positive, will be forwarded to the Employee Assistance Program (EAP) designated representative. Negative results will be transmitted immediately to a SMART Local 88 designated representative.

Applicants with negative test results will be notified to verify an employment start date. Proof of prescriptions listed may be required at time of testing. The applicant is allowed to explain any positive test results directly to the laboratory or EAP's designated representative. All negative test results will be immediately sent by a secured method to SMART Local 88 and the EAP's respective designated representative.

The laboratory will advise the EAP's and SMART Local 88's designated representative of any determined positive test result. Any applicant found to test positive will be immediately notified that the offer of employment is terminated. Union employees who test positive will be immediately notified and terminated from any SMART/SMACNA mandated project with the consent of the local bargaining unit.

A sufficient urine sample, approximately forty (40) ml, is required for the test. The sample shall be separated into two (2) containers at the time of donation, with one (1) kept providing the means for the sample to be independently retested, at the employee's expense, by a certified and licensed laboratory of his/her choice. The request for independent testing must be made within forty-eight (48) hours of notification to the employee/applicant of the initial positive test results. If the second test result is negative, the applicant will be allowed to report to work and will be reimbursed for the cost of the second test.

**D. Additional Testing**

SMART/SMACNA reserve the right to revise this drug testing policy if at any time the local or state authorities, federal government or members of private enterprise for which SMART/SMACNA perform work, requires a change to the drug testing policy. This policy may also be modified in accordance with any state and localities that have drug testing statutes. Any testing involving union employees will be approved by SMART Local 88 prior to collecting any specimens.

In the case of revision to this policy, affected applicants/employees may be subject to testing or retesting as part of the job requirements. Any revision which may affect union employees will be coordinated through the local bargaining unit prior to implementation.

**3. Urine Testing Protocol**

**A. Laboratory Qualifications**

The Testing Laboratory, which will be selected from the SMART/SMACNA eligibility list by SMART/SMACNA, will maintain strict security at its facility and rigorously follow proper chain of custody procedures. The testing laboratory will fully satisfy every security, chain of custody and analytical requirement necessary to sustain a legal challenge and remove any legal liability from SMART/SMACNA of the Mandatory Guidelines for Federal Workplace Drug Testing Programs.

**B. Initial Test:**

The testing laboratory will use an immunoassay which has been approved for commercial use by the U.S. Food and Drug Administration. The laboratory will use the following cut-off levels for its initial test:

<b><u>Substance</u></b>	<b><u>Initial Test</u></b>
Marijuana Metabolite	50 Ng/ml*
Cocaine Metabolite	300 Ng/ml*
Opiates	2,000 Ng/ml*
Phencyclidine	25 Ng/ml*
Amphetamine	1,000 Ng/ml*

*\*Ng/ml (nanogram per milliliter)*

**C. Confirmatory Test:**

The Testing Laboratory will confirm all initially positive test results by gas chromatography/mass spectrometry (GC/MS). The Laboratory will use quantitative analysis for all GC/MS confirmation testing. The Laboratory will use the following cut-off levels for its confirmation test:

<b><u>Substance</u></b>	<b><u>Confirmation Test</u></b>
Marijuana Metabolite	15 Ng/ml *
Cocaine Metabolite	150 Ng/ml *
Phencyclidine	25 Ng/ml *
Amphetamine	500 Ng/ml *
Methamphetamine plus required Amphetamine Metabolite	500 Ng/ml *
Heroin as Morphine, plus diaceyl Morphine if present	2000 Ng/ml *

*\*Ng/ml (nanogram per milliliter)*

**D. Reporting Results:**

Negative test results are reported directly to SMART Local 88's respective designated representatives. The laboratory will report positive test results in writing and will report only to the EAP designated representative.

**E. Record Retention:**

Unless otherwise notified, the testing laboratory retains all records pertaining to a given urine specimen for two (2) years.

**F. Storage:**

The testing laboratory stores all positive specimens for a least one (1) year or longer whenever requested.

**4. Procedures for Collection of Specimens**

The laboratory shall be responsible for collecting all urine specimens in a competent manner that will sustain a legal challenge and remove any legal liability from SMART/SMACNA.

No person with a management or supervisory responsibility over an employee to be tested, or a co-worker of the employee to be tested, may serve as a collector.

**A. Importance of Urine Collection:**

Collection of the urine specimen is the most vulnerable part of any drug testing policy. SMART/SMACNA must be able to tie the results of a urinalysis drug test to a specific individual. Therefore, SMART/SMACNA have established a written chain of custody procedure to document proper specimen identification, integrity and security from the time of collection to the receipt of laboratory test results.

The chain of custody will indicate the following:

1. No one has adulterated or tampered with the urine specimen;
2. All persons who handled the urine specimen are documented;
3. Proper security measures ensured that no one had unauthorized access to the urine specimen; and
4. The specimen belongs to the individual whose identity is printed on the label.

**B. Applicant Notification:**

1. The designated representative of SMART Local 88 shall inform each applicant receiving an offer of employment that the offer is contingent upon successful completion of a urine test for drug use.
2. All applicants for employment must provide a urine sample for drug testing as outlined in the SMART/SMACNA DRUG TESTING POLICY.
3. When making a contingent offer of employment, the designated representative of SMART Local 88 shall direct the applicant to appear at the specified collection facility within two (2) hours of the acceptance offer. The designated representative of SMART Local 88 shall also inform the applicant that he or she must present appropriate photo identification at the collection facility. If applicant does not appear within the two (2) hours with proper identification, applicant must return to SMART Local 88 to be redispached for testing.
4. Mandated Testing: Substance abuse testing programs mandated by federal agencies, such as the U. S. Department of Transportation, or by other users of construction services, may contain testing requirements not covered in this program. In such an event, the mandated requirements shall be made a part of this program for the duration of the work involved only upon mutual agreement with SMART Local 88. At such time mandated testing is approved by the Union, the designated representative shall notify any and all employees/applicants of the testing requirements.

NOTE: No action will be taken by SMART/SMACNA to terminate any employee who refuses to be tested for mandated testing purposes which have been approved by the local bargaining unit.

**C. Preliminary Collection Site Procedures:**

1. Collection site personnel shall inspect the individual's photo identification and confirm the individual's identity. Collection site personnel shall note any unusual appearance or behavior on the appropriate forms.
2. Collection site personnel shall obtain the individual's signature on a "Toxicology Requisition" form. The individual will be instructed at the time of collection:

- a) That he or she must provide a sufficient amount (approximately 40 ml) of urine for testing;
- b) The opportunity to submit information concerning use of prescription or non-prescription drugs that may support a legitimate use for a specific drug;
- c) Notice that drug addiction may be a handicap protected by federal, state or local law and the opportunity to claim such a handicap;
- d) The individual's role in establishing the chain of custody for the urine specimen;
- e) Assurance that the individual may provide the urine specimen in private;

Consent for SMART/SMACNA or its agent to collect a urine specimen for drug testing (including mandated testing) and to release the results of the testing to the EAP and Union's designated representatives.

**D. Typical Urine Specimen Collection Procedures:**

1. Collection site personnel directs the individual to remove any unnecessary outer garments, such as a coat or jacket, that might conceal items or substances that could be used to tamper with or adulterate the urine specimen. Collection site personnel further directs the individual to put aside all personal belongings, such as a purse or briefcase. The individual may retain his or her wallet. Collection site personnel note any unusual behavior on appropriate forms.
2. The individual remains in the presence of collection site personnel without access to purses or briefcases or to warm water fountains, faucets, soap dispensers, cleaning agents or any other materials which could be used to adulterate the specimen. Collection site personnel note any unusual behavior on the appropriate forms.
3. The individual provides the urine specimen in the privacy of a stall or otherwise partitioned area that assures individual privacy. Collection site personnel note any unusual behavior on the appropriate forms.
4. Upon receiving the specimen from the individual, collection site personnel determine that it contains a sufficient amount of urine and is at the proper temperature. Collection containers are a one-time use disposable container. If the specimen does not contain the sufficient amount of urine, a collection site personnel provides the individual the opportunity to drink additional water until sufficient urination is possible.
5. Immediately after the specimen is collected, collection site personnel inspect the specimen to determine its color and any signs of contamination. Collection site personnel properly document any unusual findings but may not decide to forego testing of the specimen. Collection site personnel forward all specimens to the

laboratory for testing, and the laboratory subjects them to chemical analysis, even if adulteration is suspected.

6. After the collection site personnel inspect the specimen, the individual may wash his or her hands.
7. Collection site personnel and the individual keep the specimen in view at all times prior to its being sealed and labeled. During transfer of the specimen to a second bottle, the individual observes the transfer of the specimen.
8. Collection site personnel place a tamper-proof seal over the container cap and down the sides of the container. The individual observes this sealing process.
9. Collection site personnel place an identification label on the side of the container which states the date, the specimen number and the individual's name. the individual observes the application of this label and initials the label as certification that it is the unadulterated specimen he or she has provided.
10. The individual signs the chain of custody form which states the date, collection site, the names of the collection site personnel and the individual's name and has been in the individual's view continuously from the time of collection until he or she initialed the label affixed to the bottle. The form also verifies that the identified specimen is the unadulterated specimen he or she has provided.

#### **E. Chain of Custody and Shipment of Urine Specimen**

If the specimen is shipped out for testing, the Chain of Custody form documents each time it is handled or transferred and the reason for such handling or transfer and identifies every individual in the chain. Collection site personnel should minimize the number of persons handling a specimen.

### **5. Urinalysis Written Notice**

Pursuant to its written policy, the SMART/SMACNA by authority of the SMART/SMACNA DRUG TESTING POLICY AGREEMENT has directed you to provide a urine specimen for drug testing. Note: Drug testing utilizing a urine sample is required of all applicants for employment as described in this policy.

#### **A. Accuracy of Test Results:**

Testing will be conducted in such a manner that any results generated will hold up in a legal proceeding.

SMART/SMACNA have taken extraordinary precautions to assure that the test results are accurate.

SMART/SMACNA have retained the drug testing services of a testing laboratory that uses state-of-the-art testing procedures. The laboratory uses two (2) separate tests. If the first test produces a positive result, the laboratory will administer a second, more sophisticated test. This second test measures the exact molecules of each drug; every drug

has a different molecular structure, just as each person has a different fingerprint. The laboratory's second test identifies each drug by its unique molecular "fingerprint". Only if the second test is also positive does the laboratory report a positive test result. The scientific and medical community uniformly agrees that the combination of these tests used by the laboratory produces extremely accurate results.

**B. Chain of Custody:**

SMART/SMACNA take exceptional precautions to assure the integrity of each urine specimen. To ensure that an individual's urine specimen is not accidentally confused with another's, collection site personnel follow a rigorous Chain of Custody procedure. Individuals providing urine specimens have a vital role to play in the Chain of Custody procedures. They must keep their urine specimen in view at all times until it is sealed and labeled. Each individual then initials the label on his or her specimen.

**C. Confidentiality:**

Test results are highly confidential. The laboratory will inform only the EAP's and SMART Local 88's respective designated representatives, on a strict need-to-know basis. If the laboratory finds no reason to dispute the positive test result, it will inform the EAP's and Sheet Metal, Air, Rail and Transportation Local 88's respective designated representatives on a very strict need-to-know basis.

**D. Consequences of Refusal to be Tested:**

SMART/SMACNA will withdraw the offer of employment to any applicant who refuses to be tested.

NOTE: no action will be taken by SMART/SMACNA to terminate any employee who refuses to be tested for mandated testing purposes which have been approved by the local bargaining unit.

**E. Consequences of a Positive Test:**

In cases of positive test results, SMART/SMACNA will require the employee to undergo counseling and treatment as recommended by the EAP. Any discipline or adverse action imposed by SMART/SMACNA as a result of SMART/SMACNA's drug testing policy, including the results of chemical testing, shall be subject to the grievance and arbitration procedure as provided in Article 10.

## **ARTICLE 38 – CREW RATIOS**

The ratios contained herein and as outlined on the attached charts are minimum journeyman to apprentice to pre-apprentice ratios, employers may employ as many journeymen as the employer deems necessary.

### **SECTION 1 – FABRICATION SHOP RATIOS**

The first employee working in the sheet metal shop shall be a building trades journeyman. The second an apprentice, the third a pre-apprentice. After the second employee is working in the shop, the first building trades journeyman will be paid at the foreman rate. The foreman will not supervise other foremen without being paid the general foreman rate of

pay. When more than one (1) foreman is required in any shop, one (1) foreman will be designated as general foreman. Thereafter the crew will build according to the attached Shop Crew Ratio Chart. Foreman Rules will remain as written in Article 18.

It is hereby agreed that the ratio for journeypersons to apprentices shall be one (1) apprentice to (1) journeyperson. It is further agreed that the ratio for apprentices to pre-apprentices shall be one (1) to one (1) for the first pre-apprentice and not less than three (3) apprentices to (1) pre-apprentice thereafter.

### **FABRICATION SHOP RATIOS CHART**

<b><u>Shop Crew Size</u></b>	<b><u>Journeyperson</u></b>	<b><u>Apprentice</u></b>	<b><u>Pre-Apprentice</u></b>
1	1	0	0
2	1	1	0
3	1	1	1
4	2	1	1
5	2	2	1
6	3	2	1
7	3	3	1
8	4	3	1
9	4	4	1
10	4	4	2
11	5	4	2
12	5	5	2
13	6	5	2
14	6	6	2
15	7	6	2
16	7	7	2
17	7	7	3
18	8	7	3
19	8	8	3
20	9	9	3
21	9	9	3
22	10	9	3
23	10	10	3
24	10	10	4
25	11	10	4
26	11	11	4

**SECTION 2 – BUILDING TRADES JOBSITE RATIOS CHART**

<u>Journey</u> person	<u>Apprentice</u>	<u>Pre-Apprentice</u>	<u>Foreman</u>	<u>General Foreman</u>
1	1	0	0	0
2	1	0	1	0
3	1	0	1	0
4	2	0	1	0
5	2	0	1	0
6	3	1	1	0
7	3	1	1	1
8	3	1	1	1
9	4	1	1	1
10	4	1	1	1
11	4	1	1	1
12	5	1	1	1
13	5	1	1	1
14	5	1	1	1
15	6	2	2	1
16	6	2	2	1
17	6	2	2	1
18	7	2	2	1
19	7	2	2	1
20	7	2	2	1
21	8	2	3	1
22	8	2	3	1
23	8	2	3	1
24	9	3	3	1
25	9	3	3	1
26	9	3	3	1
27	10	3	3	1
28	10	3	4	1
29	10	3	4	1
30	11	3	4	1
31	11	3	4	1
32	11	3	4	1
33	12	4	4	1
34	12	4	4	1
35	12	4	5	1
36	13	4	5	1

**This Agreement, Articles 1 through 38, shall become effective on July 1, 2019 to June 30, 2024.**

**In witness whereof, the parties hereto affix their signatures and seal on this first (1st) day of July 2019.**

**LOCAL UNION 88 OF THE INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL AND TRANSPORTATION WORKERS**

By:   
**Jeffrey Proffitt, Business Manager**

**SMACNA OF SOUTHERN NEVADA**

By:   
**Mandi L. Wilkins, Executive Vice President**

An Employer signatory to the Standard Form Union Agreement (SFUA) is not automatically signatory to the Addendums herein. A signatory Employer that desires to perform work under one of the Addendums must do the following:

- (1) **Procure a signature page for the desired Addendum(s) from SMART Local 88.**
- (2) **Submit a signed copy of the signature page(s) to both SMART Local 88 and SMACNA of Southern Nevada.**

## **LIGHT COMMERCIAL ADDENDUM**

### **SECTION 1 – Agreement**

It is hereby agreed by and between the parties, signatory hereto, that the provisions set forth in this Light Commercial Addendum, include the provisions of the Standard Form of Union Agreement, Articles 1 through 38, unless otherwise provided for in this Section.

### **SECTION 2 – Light Commercial Scope**

#### **Light Commercial Construction Work.**

Light Commercial construction scope of work is defined as being the fabrication, handling, transporting and installation of all general sheet metal work, architectural sheet metal, heating, ventilating and air conditioning systems, moisture control, metal fireplaces, solar systems and refrigeration systems on buildings with a maximum of five (5) stories of total building height, and individual satellite stores of fifteen thousand (15,000) square feet or less per floor, in commercial complexes or warehouse units.

- Each store exceeding fifteen thousand (15,000) square feet in shopping centers, shall be manned on a ratio of one (1) building trades journeyman as foreman, one (1) light commercial journeyman, and one (1) apprentice or pre-apprentice/material expeditor. (Enclosed shopping malls not included).
- All other stores fifteen thousand (15,000) square feet or less shall be manned on a ratio of one (1) light commercial journeyman to one (1) apprentice or pre-apprentice/material expeditor. (Enclosed shopping malls not included).
- All shop fabrication will be performed under the conditions of Article 38 – Shop Fabrication Ratios.

Any job or project or phase of sheet metal work not specifically described within this section shall not be performed under the light commercial provisions but may be subject to other available relief by SMART Local 88 under Section 7 of this Addendum.

### **SECTION 3 – Tilt-Up Construction**

Tilt-Up construction, outside the parameters of Section 2 of this Addendum will be considered on a case-by-case basis. SMART Local 88 encourages the Employers to actively pursue this work and will facilitate any reasonable requests to secure this work using this Addendum.

### **SECTION 4 – Prevailing Wage**

This Addendum and all of its terms and provisions are wholly inapplicable to any project or contract bid upon by any signatory Employer, which is covered under the terms and provisions of Nevada Revised Statutes Chapter 338, Nevada Administrative Code Chapter 338, or is a project covered by the terms of the Federal Davis Bacon Act.

### **SECTION 5 – Wage Classifications**

The Employers agree they will not require or assign a building trades journey person to go to work at the light commercial journey person rate without written notice to SMART Local 88 and the employee, not less than twenty-four (24) hours prior to the change, at which time the Employer will submit a change in classification form to SMART Local 88 and keep on file with the Employer's payroll department. When notification is not given for any change in classification the employee will be paid at the building trades journey person rate of pay plus benefits, regardless of job assignment, until all Parties are properly notified. It is further agreed that if an employee refuses the changes in conditions of employment, said employee may be terminated by reduction in force. No light commercial journey person will be transferred to work not covered by this Addendum.

### **SECTION 6 – Work Preservation and Sector Expansion**

The parties hereto may at their discretion, and where local conditions warrant such action, mutually agree to expand this Addendum to cover other segments of work not presently controlled by the Parties.

The Employer may make a Resolution 78 or Industry Stabilization Program request to the SMART Local 88 to enable them to perform work on a specific, individual project under the terms of this Addendum. This request shall be made within the policies and procedures set forth by SMART Local 88.

## **SECTION 7 – Wage Rates & Disbursements**

Effective July 1, 2019 the total wage package for the light commercial journeyperson shall be distributed as follows:

**SMART LOCAL NO. 88**  
**HOURLY RATES AND FRINGE BENEFITS**  
**July 1, 2019 - June 30, 2020**

**Light Commercial Journeyperson**

	<b>JOURNEYMAN</b>	<b>FOREMAN</b>	<b>GENERAL FOREMAN</b>
<b>Payroll:</b>			
Base Wage (Including PAL)	29.62	32.58	35.54
Less Industry Stabilization Program	0.30	0.30	0.30
IA Per Capita	0.17	0.17	0.17
Union Dues **	0.70	0.70	0.70
Net Wage to Employee	28.45	31.41	34.37
<b>Fringe Benefits:</b>			
401(k) Base Contribution	0.25	0.25	0.25
Local Pension (Tri-State)	2.84	2.84	2.84
National Pension	3.07	3.07	3.07
Health Plan B	5.70	5.70	5.70
Apprentice/Journeyperson Training	0.40	0.40	0.40
International Training Institute	0.12	0.12	0.12
National Industry Fund	0.12	0.12	0.12
S/M Occupational Health Inst	0.02	0.02	0.02
National Energy Management Inst	0.03	0.03	0.03
Local Industry Fund	0.45	0.45	0.45
Unified Construction Industry Council	0.05	0.05	0.05
	42.67	45.63	48.59

\*General foreman, foreman and stewards who maintain current CPR Certifications shall receive an additional \$0.50 over their base wage.

\*\* Light commercial journeypersons dues are calculated @ 1.65% of light commercial journeyperson total package.

The Union agrees that if the Local or National Pension Funds or the health plans, including the Retiree Health Plan, require any additional contributions during the term of this Agreement, the Union shall allocate such additional contribution amounts out of the existing wage rates, effective the same date that the additional contributions are required. If the Union

fails to make the appropriate allocation, the Employers are authorized to immediately reduce existing wage rates in the appropriate amount and allocate that amount to the appropriate fund.

- Effective July 1, 2020, the total wage package for a light commercial journeyman shall be increased by \$.50, to be distributed at the discretion of SMART Local 88.
- Effective July 1, 2021, the total wage package for a light commercial journeyman shall be increased by \$.50, to be distributed at the discretion of SMART Local 88.
- Effective July 1, 2022, the total wage package for a light commercial journeyman shall be increased by \$.50, to be distributed at the discretion of SMART Local 88.
- Effective July 1, 2023, the total wage package for a light commercial journeyman shall be increased by \$.50, to be distributed at the discretion of SMART Local 88.

### **SECTION 8 – General Foreman, Foreman and Stewards**

- General foremen shall receive twenty percent (20%) per hour worked above the residential journeyman base wage rate.
- Foremen shall receive ten percent (10%) per hour worked above the residential journeyman base wage rate.
- General foreman, foreman and stewards who maintain current CPR and First Aid Certificates will receive an additional fifty cents (\$.50) per hour over their base wage.

### **SECTION 9 – Apprentices, Pre-Apprentices and Material Expeditors Wages**

Wage rates for apprentices, pre-apprentices and material expeditors shall be paid as outlined in Article 17.

### **SECTION 10 – Dispatching Procedure**

Employers signatory to this Addendum may employ employees directly without first dispatching the employee from the union hall. Within forty-eight (48) hours of an Employer employing an employee under this Addendum, the Employer must direct the employee to the union hall to complete dispatch. Any Employer signatory to this Addendum shall be required to discharge any employee pursuant to this section within ten (10) days after employing said employee and that employee has failed to become or remain a member in good-standing of SMART Local 88. Notwithstanding anything to the contrary therein, this section shall not be applicable if all or any part thereof shall be in conflict with applicable state or local laws.

IN WITNESS WHEREOF, the parties hereto have agreed this Light Commercial Addendum shall become a part of the Standard Form of Union Agreement, Form A-08-11, to be executed by their duly authorized representatives as of this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

LOCAL UNION 88 OF THE INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL AND TRANSPORTATION WORKERS

By: \_\_\_\_\_  
Jeff Proffitt, Business Manager

Company: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

## **RESIDENTIAL ADDENDUM**

### **SECTION 1 – Agreement**

It is hereby agreed by and between the parties that the provisions set forth in this Residential Addendum, include the provisions of the Standard Form of Union Agreement, Articles 1 through 38, unless otherwise provided for in this section.

### **SECTION 2 – Residential Work Scope**

The scope of work covered by this Residential Addendum includes fabrication, handling, transporting and installation of all general sheet metal work, architectural sheet metal, HVAC systems, solar systems, moisture control, metal fireplaces and refrigeration systems. This Residential Addendum applies to new construction, installation, repair, replace or service on single-family dwellings, multiple-family dwellings, apartment buildings, retirement and nursing home facilities up to and including four (4) stories of total building height.

### **SECTION 3 – Residential Crew Ratio**

Residential work shall be manned at a ratio of one (1) residential journeyman to two (2) residential helpers.

### **SECTION 4 – Shop Fabrication**

All shop fabrication under this Residential Addendum shall be produced, or purchased, under the SMART International Blue Label, preferably fabricated within the jurisdiction of SMART Local 88.

### **SECTION 5 – Prevailing Wage**

This Addendum and all of its terms and provisions are wholly inapplicable to any project or contract bid upon by any signatory Employer, which is covered under the terms and provisions of Nevada Revised Statutes Chapter 338, Nevada Administrative Code Chapter 338, or is a project covered by the terms of the Federal Davis Bacon Act.

### **SECTION 6 – Wage Classifications**

The Employers agree they will not require or assign a building trades journeyman to go to work at the residential journeyman rate.

### **SECTION 7 – Work Preservation and Sector Expansion**

The parties hereto may at their discretion, and where local conditions warrant such action, mutually agree to expand this Addendum to cover other segments of work not presently controlled by the Parties.

The Employer may make a Resolution 78 or Industry Stabilization Program request to SMART Local 88 to enable them to perform work on a specific, individual project under the terms of this Addendum. This request shall be made within the policies and procedures set forth by SMART Local 88.

## **SECTION 8 – Wages**

Effective July 1, 2019 the total wage package for a residential journeyman and residential helper shall be distributed as follows:

### **SMART LOCAL NO. 88 HOURLY RATES AND FRINGE BENEFITS**

**July 1, 2019 - June 30, 2020**

#### **Residential**

	<b><u>Journeyman</u></b>	<b><u>Foreman</u></b>	<b><u>General Foreman</u></b>
<b>Payroll:</b>			
Base Wage (Including PAL)	19.23	21.15	23.08
Less Industry Stabilization Program	0.30	0.30	0.30
IA Per Capita	0.17	0.17	0.17
<b>Union Dues **</b>	<b>0.47</b>	<b>0.47</b>	<b>0.47</b>
<b>Net Wage to Employee</b>	<b>18.29</b>	<b>20.21</b>	<b>22.14</b>
<b>Fringe Benefits:</b>			
401(k) Base Contribution	2.50	2.50	2.50
Health Plan B	5.70	5.70	5.70
Service Person Training	0.40	0.40	0.40
International Training Institute	0.12	0.12	0.12
National Industry Fund	0.12	0.12	0.12
S/M Occupational Health Inst	0.02	0.02	0.02
National Energy Management Inst	0.03	0.03	0.03
Local Industry Fund	0.45	0.45	0.45
	<b>28.57</b>	<b>30.49</b>	<b>32.42</b>

**\*\*Residential journeypersons dues are calculated @ 1.65% of total residential journeyman package**

#### **Residential Helper**

##### **Payroll:**

Base Wage (Including PAL)	\$12.00
Less Industry Stabilization Program	\$0.30
IA Per Capita	\$0.17
<b>Union Dues **</b>	<b>\$0.30</b>
<b>Net Wages to Employee</b>	<b>\$11.23</b>

##### **Fringe Benefits:**

401K Base Contribution	\$0.25
Health Plan B	\$5.70
Serviceperson Training	\$0.40
	<b>\$18.35</b>

**\*\*Residential helper dues are calculated @ 1.65% of total residential helper package**

The Union agrees that if the Local or National Pension Funds or the health plans, including the Retiree Health Plan, require any additional contributions during the term of this Agreement, the Union shall allocate such additional contribution amounts out of the existing wage rates, effective the same date that the additional contributions are required. If the Union fails to make the appropriate allocation, the Employers are authorized to immediately reduce existing wage rates in the appropriate amount and allocate that amount to the appropriate fund.

- Effective July 1, 2020 the total wage package for residential-journeyperson/helper sheet metal workers shall be increased by \$.50, to be distributed at the discretion of SMART Local 88.
- Effective July 1, 2021 the total wage package for residential-journeyperson/helper sheet metal workers shall be increased by \$.50, to be distributed at the discretion of SMART Local 88.
- Effective July 1, 2022 the total wage package for residential-journeyperson/helper sheet metal workers shall be increased by \$.50, to be distributed at the discretion of SMART Local 88.
- Effective July 1, 2023 the total wage package for residential-journeyperson/helper sheet metal workers shall be increased by \$.50, to be distributed at the discretion of SMART Local 88.

Residential helpers base wage will increase to match any changes in state or federal minimum wage laws.

### **SECTION 9 – General Foreman, Foreman and Stewards**

- General foremen shall receive twenty percent (20%) per hour worked above the residential journeyperson base wage rate.
- Foremen shall receive ten percent (10%) per hour worked above the residential journeyperson base wage rate.
- General foreman, foremen and stewards who maintain current CPR and First Aid Certificates will receive an additional fifty cents (\$.50) per hour over their base wage.

### **SECTION 10 – Apprentices**

Wage rates for apprentices shall be paid in accordance with Article 17.

### **SECTION 11 – Dispatching Procedure**

Employers signatory to this Addendum may employ employees directly without first dispatching the employee from the union hall. Within forty-eight (48) hours of an Employer employing an employee under this Addendum, the Employer must direct the employee to the union hall to complete dispatch. Any Employer signatory to this Addendum shall be required to

discharge any employee pursuant to this section within ten (10) days after employing said employee and that employee has failed to become or remain a member in good-standing of SMART Local 88. Notwithstanding anything to the contrary therein, this section shall not be applicable if all or any part thereof shall be in conflict with applicable state or local laws.

**SECTION 12 – Employer Apparel**

In order to project a professional image, the Employer reserves the right to require residential journeypersons/helpers to wear employer-provided apparel. Additionally, it is always the employee’s responsibility to present a clean and professional image while dealing with the general public and customers.

**SECTION 13 – Tools**

Residential sheet metal mechanics shall be required to furnish the minimum hand tools required in Article 23, Section 1. Residential service employees shall furnish the following tools:

1- SET NUT RUNNERS	1- SET ALLEN WRENCHES S & L
1- SET SCREW DRIVERS	1- 4, 6, 8, 10 Inch CRESENT WRENCHES
1- 12 "CHANNEL LOCKS	1- REFRIGERATION WRENCH
1- HAMMER	1- INSPECTION MIRROR
1- 25' TAPE MEASURE	1- SMALL & 1 LARGE TUBING CUTTER
1- POCKET THERMOMETER	1- FLASH LIGHT
1- TORPEDO LEVEL	1- HACKSAW FRAME
2- VICE GRIP PLIERS	1- PAIR AVIATION SNIPS R & L
1- SQUARE NOSE SIDE CUT PLIERS	1- TOOL BOX OR BELT OR BUCKET
1- WIRE STRIPPER	

The Employer shall provide all other tools, equipment, instruments and meters required to perform assigned duties.

IN WITNESS WHEREOF, the parties hereto have agreed this Residential Addendum shall become a part of the Standard Form of Union Agreement, Form A-08-11, to be executed by their duly authorized representatives as of this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

LOCAL UNION 88 OF THE INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL AND TRANSPORTATION WORKERS

By: \_\_\_\_\_  
Jeff Proffitt, Business Manager

Company: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

# **SERVICE AND REFRIGERATION ADDENDUM**

## **SECTION 1 – Agreement**

It is hereby agreed by and between the parties, signatory hereto, that the provisions set forth in this Service and Refrigeration Addendum, include the provisions of the Standard Form of Union Agreement, Articles 1 through 38, unless otherwise provided for in this section.

## **SECTION 2 – Service and Refrigeration Scope**

### **Commercial Service and Refrigeration**

Commercial Service and Refrigeration is defined as the start-up, repair, replacement, maintenance, and adjustment necessary to make operative any heating, ventilating, air-conditioning and refrigeration units. This includes all food service equipment, refrigeration and recreational systems. The Parties to this Addendum reserve the right to modify this scope as necessary to keep up with technological, and market, changes.

### **Light Commercial Service and Refrigeration**

Light Commercial Service and Refrigeration is defined as the installation, start-up, repair, replacement, maintenance, and adjustment necessary to make operative any heating, ventilating, air-conditioning and refrigeration units, as defined under the parameters of the Light Commercial Addendum. This includes all food service equipment, refrigeration and recreational systems. The Parties to this Addendum reserve the right to modify this scope as necessary to keep up with technological, and market, changes.

## **SECTION 3 – Service and Refrigeration Crew Ratio**

The ratio for journeypersons, apprentices, service technicians, pre-apprentices and material expeditors is as follows:

**Commercial Service and Refrigeration Work.** This shall be performed at a ratio of one (1) building trades journeyman to one (1) apprentice to one (1) pre-apprentice/material expeditor. Apprentices may perform this work without a journeyman present if they:

- a. Have six (6) months experience in the service and refrigeration industry
- b. Have access via smart phone to journeyman supervision
- c. Have unobstructed access to all necessary safety equipment
- d. Have access to a company-provided vehicle

**Light Commercial Service and Refrigeration Work.** This work shall be performed at a ratio of one (1) light commercial journeyman to one (1) apprentice/service technician to one (1) pre-apprentice/material expeditor. The service technician classification may only be utilized under the Light Commercial Service and Refrigeration Addendum scope of work. Apprentices and service technicians may perform this work without a journeyman present if they:

- a. Have six (6) months experience in the Service and Refrigeration industry
- b. Have access via smart phone to Journeyman supervision

- c. Have unobstructed access to all necessary safety equipment
- d. Have access to a company provided vehicle

#### **SECTION 4 – Prevailing Wage**

This Addendum and all of its terms and provisions are wholly inapplicable to any project or contract bid upon by any signatory Employer, which is covered under the terms and provisions of Nevada Revised Statutes Chapter 338, Nevada Administrative Code Chapter 338, or is a project covered by the terms of the Federal Davis Bacon Act.

#### **SECTION 5 – Work Preservation and Sector Expansion**

The parties hereto may at their discretion, and where local conditions warrant such action, mutually agree to expand this Addendum to cover other segments of work not presently controlled by the parties.

The Employer may make a Resolution 78 or Industry Stabilization Program request to SMART Local 88 to enable them to perform work on a specific, individual project under the terms of this Addendum. This request shall be made within the policies and procedures set forth by SMART Local 88.

## **SECTION 6 – Wage Rates & Disbursements**

Effective July 1, 2019 the total wage package for the light commercial service technician shall be distributed as follows. Wages for building trades journeypersons, apprentices shall be set as per Articles 17.

### **SMART LOCAL NO. 88 HOURLY RATES AND FRINGE BENEFITS July 1, 2019 - June 30, 2020**

#### **Light Commercial Journeyperson**

	<b><u>JOURNEYPERSON</u></b>	<b><u>FOREMAN</u></b>	<b><u>GENERAL FOREMAN</u></b>
<b>Payroll:</b>			
Base Wage (Including PAL)	29.62	32.58	35.54
Less Industry Stabilization Program	0.30	0.30	0.30
IA Per Capita	0.17	0.17	0.17
<b>Union Dues **</b>	<b>0.70</b>	<b>0.70</b>	<b>0.70</b>
Net Wage to Employee	28.45	31.41	34.37
<b>Fringe Benefits:</b>			
401(k) Base Contribution	0.25	0.25	0.25
<b>Local Pension (Tri-State)</b>	<b>2.84</b>	<b>2.84</b>	<b>2.84</b>
National Pension	3.07	3.07	3.07
Health Plan B	5.70	5.70	5.70
Apprentice/Journeyperson Training	0.40	0.40	0.40
International Training Institute	0.12	0.12	0.12
National Industry Fund	0.12	0.12	0.12
S/M Occupational Health Inst	0.02	0.02	0.02
National Energy Management Inst	0.03	0.03	0.03
Local Industry Fund	0.45	0.45	0.45
Unified Construction Industry Council	0.05	0.05	0.05
	42.67	45.63	48.59

**\*General foreman, foreman, and stewards, who maintain current CPR Certificate shall receive an additional \$0.50 over their Base Wage**

**\*\* Light commercial journeypersons dues are calculated @ 1.65% of light commercial journeyperson total package**

**Light Commercial Service Technician**

	<u>Service Technician Level 1</u>	<u>Service Technician Level 2</u>	<u>Service Technician Level 3</u>
<b>Payroll:</b>			
Base Wage (Including PAL)	20.00	23.00	26.00
Less Industry Stabilization Program	0.59	0.71	0.89
IA Per Capita	0.17	0.17	0.17
Union Dues **	0.48	0.53	0.58
Net Wage to Employee	18.76	21.11	23.89
<b>Fringe Benefits:</b>			
401(k) Base Contribution	0.25	0.25	0.25
National Pension	2.14	2.14	2.14
Health Plan B	5.70	5.70	5.70
Serviceperson Training	0.40	0.40	0.40
International Training Institute	0.12	0.12	0.12
National Industry Fund	0.12	0.12	0.12
S/M Occupational Health Inst	0.02	0.02	0.02
National Energy Management Inst	0.03	0.03	0.03
Local Industry Fund	0.45	0.45	0.45
	29.23	32.23	35.23

**\*\* Service Technician 1-3 dues are calculated @ 1.65% of Service Technician 1-3 total package**

The Union agrees that if the Local or National Pension Funds or the health plans, including the Retiree Health Plan, require any additional contributions during the term of this Agreement, the Union shall allocate such additional contribution amounts out of the existing wage rates, effective the same date that the additional contributions are required. If the Union fails to make the appropriate allocation, the Employers are authorized to immediately reduce existing wage rates in the appropriate amount and allocate that amount to the appropriate fund.

- Effective July 1, 2020, the total wage package for a light commercial journeyman/service technician shall be increased by \$.50, to be distributed at the discretion of SMART Local 88.
- Effective July 1, 2021, the total wage package for a light commercial/service technician journeyman/service technician shall be increased by \$.50, to be distributed at the discretion of SMART Local 88.
- Effective July 1, 2022, the total wage package for a light commercial journeyman/service technician shall be increased by \$.50, to be distributed at the discretion of SMART Local 88.

- Effective July 1, 2023, the total wage package for a light commercial journeyman/service technician shall be increased by \$.50, to be distributed at the discretion of SMART Local 88.

## **SECTION 7 – Apprentices, Pre-Apprentices and Material Expeditors Wages**

Wage rates for apprentices, pre-apprentices and material expeditors shall be paid in accordance with Article 17.

## **SECTION 8 – Light Commercial Service Technician Progression**

1. Service technician Level 1 must have the following qualifications prior to employment:
  - a. Universal E.P.A Certification
  - b. Two (2) years prior experience
2. Service Technician Level 2 must have the following qualifications prior to employment or promotion from Service Technician Level 1:
  - a. Universal E.P.A Certification
  - b. First Aid/CPR Certification
  - c. Four (4) years prior experience two (2) years must be with a SMART International signatory contractor)
  - d. Passing the Core examination from the ESCO Institute or equivalent
  - e. Three (3) letters of recommendation from members in good-standing with SMART Local 88 that work within the Service and Refrigeration industry
3. Service Technician Level 3 must have the following qualifications prior to employment or promotion from Service Technician Level 2.
  - a. Universal E.P.A Certification
  - b. First Aid/CPR Certification
  - c. Six (6) years prior experience two (2) years must be with a SMART International signatory contractor)
  - d. Passing the Core, Heat Pumps, and HVAC Electrical examinations from the ESCO Institute or equivalent
  - e. Two (2) manufacturers’ Certifications/Completion Certificates
  - f. Three (3) letters of recommendation from members in good standing with SMART Local 88 that work within the Service and Refrigeration industry
4. Service Technicians will be promoted to Light Commercial Journeyman status with the following qualifications:
  - a. Universal E.P.A Certification
  - b. First Aid/CPR Certification
  - c. Eight (8) years prior experience two (2) years must be with a SMART International signatory contractor)
  - d. Passing the Core, Heat Pumps, HVAC Electrical and Commercial Refrigeration examinations from the ESCO Institute or equivalent.
  - e. Four (4) manufacturers’ Certifications/Completion Certificates
  - f. Three (3) Letters of recommendation from members in good standing with SMART Local 88 that work within the Service and Refrigeration industry

5. Service Technicians may apply to the Sheet Metal Local 88 JATC at any time, subject to the application rules and Standards of the JATC.

**SECTION 9 – General Foreman, Foreman and Stewards**

- General foremen shall receive twenty percent (20%) per hour worked above the residential journeyman base wage rate.
- Foremen shall receive ten percent (10%) per hour worked above the residential journeyman base wage rate.
- Service technicians shall not be permitted to serve as a general foreman, foreman, or direct any journeyman or apprentice.
- General foreman, foreman and stewards who maintain current CPR/First Aid Certificate shall receive an additional fifty cents (\$.50) per hour over their base wage.

**SECTION 10 – DISPATCHING PROCEDURE:**

All employees performing work under the Service and Refrigeration Addendum shall be dispatched by SMART Local 88. Dispatching shall be conducted in accordance with the SMART Local 88 hiring policy and procedures.

**SECTION 11 – Employer Apparel**

In order to project a professional image, the Employer reserves the right to require Employees to wear employer-provided apparel. Additionally, it is always the employee’s responsibility to present a clean and professional image while dealing with the general public and customers.

**SECTION 12 – Service & Refrigeration Stand-by Pay**

When an Employer and a service employee have agreed in writing that the employee shall be on “stand-by” or “on-call” status, the employee shall receive one (1) hour’s pay per day, regardless of the number of hours worked. It is agreed that stand-by pay will be paid in the amount of base wage-only and not include any fringe benefits. However, if an employee fails to respond to a service call within a two (2) hour window, stand-by pay for that day is forfeited.

**SECTION 13 – Tools**

The Employee shall furnish the following tools:

1- SET NUT RUNNERS	1- SET ALLEN WRENCHES S & L
1- SET SCREW DRIVERS	1- 4, 6, 8, 10 Inch CRESENT WRENCHES
1- 12 "CHANNEL LOCKS	1- REFRIGERATION WRENCH
1- HAMMER	1- INSPECTION MIRROR
1- 25' TAPE MEASURE	1- SMALL & 1 LARGE TUBING CUTTER
1- POCKET THERMOMETER	1- FLASH LIGHT
1- TORPEDO LEVEL	1- HACKSAW FRAME
2- VICE GRIP PLIERS	1- PAIR AVIATION SNIPS R & L
1- SQUARE NOSE SIDE CUT PLIERS	1- TOOL BOX OR BELT OR BUCKET
1- WIRE STRIPPER	

The Employer shall provide all other tools, equipment, instruments and meters required to perform assigned duties.

Employees will not be permitted to use personal phones for company communications unless the employee is compensated the monthly cost of his or her cellular plan up to \$30 for talk/text or \$50 if cellular data use is required. The Employer shall have the right to limit the use of an Employer-provided phone strictly to work use.

IN WITNESS WHEREOF, the parties hereto have agreed this Service and Refrigeration Addendum shall become a part of the Standard Form of Union Agreement, Form A-08-11, to be executed by their duly authorized representatives as of this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

LOCAL UNION 88 OF THE INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL AND TRANSPORTATION WORKERS

By: \_\_\_\_\_  
Jeff Proffitt, Business Manager

Company: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

**Please contact SMART Local 88 for copies  
and signature pages for the following Addendums:**

**ARCHITECTURAL METALS ADDENDUM**

**FOOD SERVICE ADDENDUM**

**MANUFACTURING ADDENDUM**

## **MANUFACTURING ADDENDUM**

### **SECTION 1 – Agreement**

It is hereby agreed by and between the parties, signatory hereto, that the provisions set forth in this Manufacturing Addendum, include the provisions of the Standard Form of Union Agreement, Articles 1 through 38, unless otherwise provided for in this section.

Any Employer signatory to this Addendum shall not be a contractor licensed by the Nevada State Contractors Board or hold any applicable license that covers the jurisdictional claims of the International Association of the Sheet Metal, Air, Rail and Transportation Workers.

### **SECTION 2 – Manufacturing Work Scope**

The scope of work covered by this Manufacturing Addendum includes only the manufacturing and fabrication of sheet metal and glass insulation products as defined hereafter:

- Ventilators, louvers, fire dampers, radiator and air conditioning unit enclosures, fabricated pipe and fittings, mixing (attenuation) boxes, plastic skylights, air diffusers, grilles, registers, sound attenuators, chutes, double wall panel plenums and angle rings for residential and light commercial applications.
- Catalog items as defined in the list below:
  - 45 Degree Saddle Taps
  - 90 Degree Saddle Taps
  - Adjustable Elbows
  - Canvas/Flex Connectors
  - Ceiling Boxes
  - Conical Saddle Taps
  - Damper Discs
  - Damper Sleeves
  - End Caps
  - Flat Drive Cleat
  - Flat S Cleat
  - Hanger Strap
  - KD Pipe
  - Pancake Tapers
  - Reducers
  - S & Drive Stock
  - Spiral Elbows
  - Spiral Pipe
  - Standing S Cleat
  - Start Collars
  - T-Wyes
  - Turning Vanes Blades and Rails
- Flexible duct (also known as "glass flex" or "alumaflex".)
- Round adjustable elbows (excluding any welding which may be required.)

- Blanking/cutting and forming of all round/oval fittings.
- Snap-lock round pipe (also known as "K-D pipe".)
- Material handling and movement of completed product.
- Shipping, receiving, wrap of ends and transport.
- Shop clean-up.
- Sealing of all round products.

It is agreed and understood that sheet metal and glass insulation products manufactured under this Manufacturing Addendum will be listed in catalogue form, and include, complete product data relating to design, dimension and applicable pricing lists.

The following chart depicts the diameter, longitudinal seam and spiral seam of round duct that is permitted to be manufactured under this Addendum.

### Round Duct Gauge Unreinforced Positive Pressure to 10-inch Water Gauge

Diameter (inches)	Longitudinal Seam	Spiral Seam
4	28	28
6	28	28
8	28	28
10	28	28
12	28	28
14	28	28
16	26	26
18	26	26
20	24	26
22	24	26
24	24	26
30	22	24
36	22	24
42	22	24
48	20	22
54	20	22
60	20	22
66	18	22
72	18	20
78	18	20
84	18	20
90	18	20
96	18	20

**CUTOFF FOR  
WORK  
PERFORMED  
UNDER THIS  
ADDENDUM**

**SECTION 3 – Manufacturing Employee Classifications**

The following classifications of employees are the only employees permitted to perform work as set forth under this Addendum and its conditions:

- **Production Fabricator Trainee.** The production fabricator trainee wage scale shall be graduated by years of experience and as determined by the Employer.
- **Production Fabricator.** Following three (3) years of employment the production fabricator trainee shall automatically be promoted to the employee classification of production fabricator.
- **Maintenance Employee.** The maintenance employee is permitted to perform janitorial and clean-up work on and around the premises of the Employer’s shop, including the interior of the shop.
- **Material Expeditor.** The material expeditor is permitted to move, load, unload and wrap ends of all materials of the Employer.
- **Material Expeditor Trainee.** The material expeditor trainee is permitted to move, load, unload and wrap ends of all materials of the Employer and possesses lesser skills or experience than a material expeditor as determined by the Employer.

Following three (3) years of employment the material expeditor trainee shall automatically be promoted to the employee classification of material expeditor and shall receive the appropriate wage increase.

**SECTION 4 – Wages and Fringe Benefits**

Effective July 1, 2019 Employers shall pay the corresponding wage and fringe benefit package, per hour worked, for the appropriate employee classification. An Employer maintains the sole discretion to provide compensation in excess of the minimum compensation outlined below.

**Wage Packages for Manufacturing Addendum Employees**

	Production Fabricator Trainee (1 <sup>st</sup> Year)	Production Fabricator Trainee (2 <sup>nd</sup> Year)	Production Fabricator Trainee (3 <sup>rd</sup> Year)	Production Fabricator Employee	Maintenance Employee	Material Expeditor Trainee (1 <sup>st</sup> Year)	Material Expeditor Trainee (2 <sup>nd</sup> Year)	Material Expeditor Trainee (3 <sup>rd</sup> Year)	Material Expeditor
<b>Payroll:</b>									
Base Wage	\$11.59	\$13.10	\$14.10	\$15.11	\$11.59	\$11.59	\$13.10	\$14.10	\$15.11
Paid Time Off	\$0.75	\$0.75	\$0.75	\$0.75	\$0.75	\$0.75	\$0.75	\$0.75	\$0.75
[Union Dues]*	[\$0.25]	[\$0.25]	[\$0.25]	[\$0.25]	[\$0.25]	[\$0.25]	[\$0.25]	[\$0.25]	[\$0.25]
[Local 88 401k]	[\$0.50]	[\$0.50]	[\$0.50]	[\$0.50]	[\$0.50]	[\$0.50]	[\$0.50]	[\$0.50]	[\$0.50]
Net Wage to Employee	<b>\$11.59</b>	<b>\$13.10</b>	<b>\$14.10</b>	<b>\$15.11</b>	<b>\$11.59</b>	<b>\$11.59</b>	<b>\$13.10</b>	<b>\$14.10</b>	<b>\$15.11</b>
<b>Fringe Benefits:</b>									
Health Plan B	\$5.70	\$5.70	\$5.70	\$5.70	\$5.70	\$5.70	\$5.70	\$5.70	\$5.70
401k Employer Matching	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50
Industry Fund	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25
	<b>\$18.04</b>	<b>\$19.55</b>	<b>\$20.55</b>	<b>\$21.56</b>	<b>\$18.04</b>	<b>\$18.04</b>	<b>\$19.55</b>	<b>\$20.55</b>	<b>\$21.56</b>

## **SECTION 5 – New Employee Probation Period and Fringe Benefits**

Employers maintain the sole discretion to implement a new employee probation period of no more than ninety (90) days. A new employee shall be defined as any employee who has not been employed by the employer anytime during the previous six (6) months.

### **Health Plan B Fringe Benefits**

Under this Addendum, an employee shall begin accruing the minimum number of hours required to earn eligibility under Health Plan B during the first ninety (90) days of employment. The Employer, however, shall not be required to pay the Health Plan B fringe benefit on the minimum number of hours worked by a new employee, until the new employee probation period of ninety (90) days has successfully been met. Under this circumstance, and this circumstance only, shall the Employer be required to remit the minimum Health Plan B fringe benefit amount beginning in month four of employment for the previous three months combined. From month four of employment forward the Employer shall remit Health Plan B contributions for each hour worked by the employee or the minimum number of hours required by the Plan, whichever is greater.

### **All Other Fringe Benefits**

The Employer shall not be required to pay any other fringe benefits for a new employee during the first ninety (90) days of employment. Once the new employee probation period of ninety (90) days has successfully been met, the Employer shall begin remittance of all other fringe benefits, for each hour worked by the new employee beginning in month five of employment for hours worked in month four.

## **SECTION 6 – Work Preservation and Sector Expansion**

The parties hereto, may at their discretion and where local conditions warrant such action, mutually agree to expand this Addendum to cover other segments of work not presently controlled by the parties.

## **SECTION 7 – Dispatching Procedure**

Employers signatory to this Addendum may procure employees from any source. Within forty-eight (48) hours of an Employer hiring an employee under this Addendum, the Employer shall direct the employee to the union hall to complete dispatch. Any Employer signatory to this Addendum shall be required to discharge any employee pursuant to this section within ten (10) days after hiring said employee when that employee has failed to become or remain a member in good standing of SMART Local 88. Notwithstanding anything to the contrary therein, this section shall not be applicable if all, or any part thereof, shall conflict with applicable state or local laws.

## **SECTION 8 – Paid Time Off Pay**

Paid time off compensation is provided to employees working under this Addendum as a delineated component of the wage rates set forth in Section 4, which the parties acknowledge is in excess of the amount required under NRS 608.0197. It is paid in advance on a weekly basis as part of the employees' regular paychecks.

Employers shall provide employees working under this Addendum with time off from work, upon request and subject to the Employer's business needs and applicable leave policies and procedures, at a rate of at least 0.01923 hours of time off for each hour of work performed (*e.g.*, an employee working 2080 hours annually would be able to take at least forty (40) hours of time off each year), with compensation for such time off paid in advance as described above and in Section 4 of this Addendum.

The parties to this Addendum acknowledge that the paid time off compensation specified in Section 4 and the

provisions of this Section 8 were negotiated with the intent of qualifying the Employer for the exemption set forth in NRS 608.0197(8)(a). In the event any subsequent legal changes, including but not limited to legislative action; decisions or interpretations by a court or government body; or regulations, has the effect of rendering the Employer as falling outside of the exemption set forth in NRS 608.0197(8)(a), as it exists now or as it may be modified in the future, the parties will meet in a timely manner and modify this Addendum in a manner that will allow the Employer to retain said exemption.

**SECTION 9 – Shift Work**

Shift work shall not be less than three (3) full consecutive days. Shift work shall not start before Monday morning nor end later than 10 p.m. on Friday night.

The evening swing shift shall receive five (5) percent premium, eight (8) hours pay for (8) hours worked and shall begin no later than 3:30 p.m. The graveyard shift shall receive ten (10) percent premium, eight (8) hours pay for seven and one-half (7½) hours worked and shall begin no later than 1 a.m. Employees must have an eight (8) hour rest period in between shifts.

All shift work over the regular hours worked shall be paid at one and one-half (1 ½) times the straight time rate of pay. All shift work performed on Sundays shall be paid at two (2) times the straight time rate of pay.

IN WITNESS WHEREOF, the parties hereto have agreed this Manufacturing Addendum shall become a part of the Standard Form of Union Agreement, Form A-08-11, to be executed by their duly authorized representatives as of this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

LOCAL UNION 88 OF THE INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL AND TRANSPORTATION WORKERS

By: \_\_\_\_\_  
Jeff Proffitt, Business Manager

Company: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

**MASTER MEMORANDUM OF UNDERSTANDING  
TO THE  
STANDARD FORM UNION AGREEMENT  
BY AND BETWEEN  
SMART LOCAL 88 AND SMACNA OF SOUTHERN NEVADA  
EFFECTIVE JULY 1, 2019**

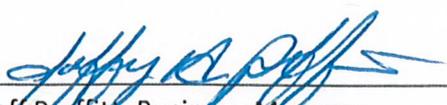
This Master Memorandum of Understanding shall embody all additional contract changes made on or since the inception of the July 1, 2019 Standard Form Union and Agreement (SFUA). The Parties agree that the contents herein are final and binding and to be interpreted as if they were in the SFUA directly.

***On July 1, 2019 the Parties agreed to add the following language:***

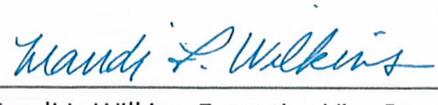
PAID TIME OFF. This section recognizes that on July 1, 2010 Employers signatory to this Agreement, added the collectively bargained Vacation Plan pay of two-dollars and fifty cents (\$2.50), per hour for each hour worked by each employee covered under this Agreement (previously held in a separate fund), onto the base wage of each employee. It is agreed by both SMART Local 88 and SMACNA of Southern Nevada that this \$2.50 more than exceeds and satisfies the required paid time off provisions outlined in Senate Bill 312 passed in the 2019 session of the Nevada State Legislature. It is further agreed by SMART Local 88 and SMACNA of Southern Nevada that SMART Local 88 may choose, at any time, to deduct the two-dollars and fifty cents (\$2.50) previously added to the base wage of each employee and deposit into a separate Paid Time Off Fund, administered by the Union or its designee. All fees to administer the Paid Time Off Fund shall be paid from the two-dollars and fifty cents (\$2.50) and shall not be the responsibility of the Employers.

- EMPLOYER OPTION TO PAY ADDITIONAL PAID TIME OFF. The Parties agree that employers are not required to pay any additional paid time off to employees outside of the \$2.50 added to the check per hour worked in 2010. It is recognized that occasionally some employers may voluntarily pay wages-only to an employee for part or the whole of their time off. In this circumstance, employers shall not be obligated nor mandated to pay benefits to the trust funds.
- HEALTH & WELFARE SAVINGS. The Parties declare that in the event there is a reduction to the Health & Welfare contribution amount, the difference of savings shall be returned to the Employers for the term of this Agreement from July 1, 2019 through June 30, 2024.

FOR SMART LOCAL 88

  
\_\_\_\_\_  
Jeff Proffitt, Business Manager

FOR SMACNA OF SOUTHERN NEVADA

  
\_\_\_\_\_  
Mandi L. Wilkins, Executive Vice President

***On August 12, 2020 the Parties agreed to clarify the intent of specific language adopted by them effective July 1, 2019:***

During the 2019 negotiations for the successor Standard Form of Union Agreement (SFUA) labor and management agreed to the following language:

*“The Union agrees if the Local or National Pension Funds or the health plans, including The SMW 88 Retiree Health Plan, require any additional contributions during the term of this Agreement, the Union shall allocate such additional contribution amounts out of the existing wage rates, effective the same day that the additional contributions are required. If the Union fails to make the appropriate allocation, the Employers are authorized to immediately reduce existing wage rates in the appropriate amount and allocate that amount to the appropriate fund.”*

The intent of the negotiating parties in drafting this language was to ensure that Employers were not unduly burdened with additional surcharges, after negotiating a wage allocation for any given year during the contract cycle, when the trust funds called for increases to said funds. Therefore, it was the intent of the parties to ensure any such needed trust fund increases came from the already negotiated wage increase negotiated by the parties.

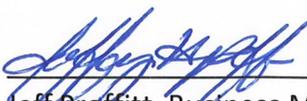
Due to the fact that general foreman and foreman wages across all wage packages are a percentage of the journeyman’s base wage, and the eight step levels of apprentice wages are also predicated on the building trades journeyman’s base wage, the intent of the parties was to then ensure that trust fund increases were reduced from the journeyman base wage and allocated to the appropriate fund. Thereby allowing the percentages for general foreman, foreman and apprentices to remain accurate and as already prescribed for in the SFUA.

New wages sheets were issued with the following language clarifications, effective August 24, 2020, and any discrepancies paid in wages between the periods of August 1 through August 23, 2020 are hereby automatically waived by the Parties.

*“The Union agrees if the Local or National Pension Funds or the health plans, including the SMW 88 Retiree Health Plan, require any additional contributions during the term of this Agreement, the Union shall allocate such additional contribution amounts out of the Journeyperson existing wage rates with all other classifications at their appropriate percentages, effective the same day that the additional contributions are required. If the Union fails to make the appropriate allocation, the Employers are authorized to immediately reduce existing wage rates in the appropriate amount and allocate that amount to the appropriate fund.”*

FOR SMART LOCAL 88

FOR SMACNA OF SOUTHERN NEVADA

  
8-13-2020  
Jeff Proffitt, Business Manager

  
Mandi L. Wilkins, Executive Vice President

On January 1, 2021 the Parties agreed to modify the following language:

The language to be modified on page 22 previously read:

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**\* All benefits provided for under the terms of this Agreement shall be sent to the following address: Sheet Metal Workers' of Southern Nevada Trust Fund, 2560 Marco Street, Las Vegas, NV 89115. (Telephone 1-702-452-4799)**

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The language on page 22 shall now read:

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**\*All benefits provided for under the terms of this Agreement shall be remitted to the Third-Party Administrator selected by the Board Trustees of the Local 88 401k and Retiree Health Reimbursement Trust Funds. Contact information and remittance instructions for the current Third-Party Administrator is available on the current Local 88 Wage Sheet.**

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The language to be modified on page 37 previously read:

**SECTION 1 – BENEFIT PAYMENT DUE DATE AND ADDRESS**

Payments to all funds or trusts as provided in this Article shall be due and payable for the previous month on **the fifteenth (15th) of the month** and shall be considered delinquent if not received at Sheet Metal Workers’ of Southern Nevada Trust Fund, 2560 Marco Street, Las Vegas, NV 89115, no later than the close of business on the **fifteenth (15th) of each month**. SMART Local 88 will overnight submitted benefits to Sheet Metal Workers Trust Funds of Southern Nevada no less than twice weekly.

All funds shall be included on one single form and **one (1) check, or one ACH payment when available**, shall be issued to cover the entire amount.

The language on page 37 shall now read:

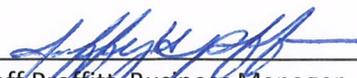
**SECTION 1 – BENEFIT PAYMENT DUE DATE AND ADDRESS**

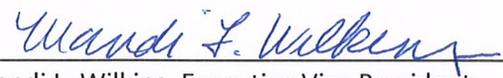
All benefit payments, under the terms of this Agreement, shall be due and payable to the Third-Party Administrator on the **fifteenth (15<sup>th</sup>) of every month** for all hours worked in the previous month. Contact information and remittance instructions for the current Third-Party Administrator is provided on the current Local 88 Wage Sheet.

Benefits for all funds shall be remitted in the form of one (1) check or one (1) ACH direct deposit.

FOR SMART LOCAL 88

FOR SMACNA OF SOUTHERN NEVADA

  
\_\_\_\_\_  
Jeff Proffitt, Business Manager

  
\_\_\_\_\_  
Mandi L. Wilkins, Executive Vice President

***On August 17, 2021 the Parties agreed to add metal exterior wall systems to Article 1 (e), this is to clarify that this has been agreed upon and understood that is covered work under the Standard Form of Union Agreement (SFUA).***

**ARTICLE 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, the: (a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all HVAC systems, air veyor 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 duct work; (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 exterior wall systems, metal roofing and underlayment regardless of material used; (f) any and all auditing, commissioning and testing, of all HVAC in connection with a building rating methods; detailing, shop fabrication, field installation and performance oriented tasks and (g) all other work included in the jurisdictional claims of International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART).

FOR SMART LOCAL 88

FOR SMACNA OF SOUTHERN NEVADA

  
\_\_\_\_\_  
Jeremiah Robnett, Business Manager

  
\_\_\_\_\_  
Mandi L. Wilkins, Executive Vice President