

STANDARD FORM OF UNION AGREEMENT
SHEET METAL, ROOFING, VENTILATING AND AIR CONDITIONING
CONTRACTING DIVISIONS OF THE CONSTRUCTION INDUSTRY

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STANDARD FORM OF UNION AGREEMENT

SHEET METAL, ROOFING, VENTILATING AND AIR CONDITIONING

CONTRACTING DIVISIONS OF THE CONSTRUCTION INDUSTRY

Agreement entered into August 1, 2024 by and between Nevada Association of Mechanical Contractors, Inc., and each business establishment individually, whether represented by a contractor association or not, hereinafter referred to as the Employer, and Local Union No. 26 of International Association of Sheet Metal, Air, Rail and Transportation Workers, hereinafter referred to as the Union for Churchill, Douglas, Elko, Eureka, Humboldt, Lander, Lyon, Mineral, Northern Nye, Carson City, Pershing, Storey, and Washoe Counties of Nevada.

ARTICLE I

SECTION 1. This Agreement covers the rates of pay and conditions of employment of all employees of the Employer engaged in but not limited to the: (a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, 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 (f) all other work included in the jurisdictional claims of International Association of Sheet Metal, Air, Rail and Transportation Workers.

ARTICLE II

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 III

SECTION 1. The Employer agrees that none but journeypersons, apprentice, pre-apprentice and classified sheet metal workers shall be employed on any work described in Article I and further, for the purpose of proving jurisdiction, agrees to provide the Union with written evidence of assignment on the Employer's letterhead for certain specified items of work to be performed at a 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 IV

SECTION 1. The Union agrees to furnish upon request by the Employer duly qualified journeypersons, apprentice, pre-apprentice, and classified sheet metal workers in sufficient numbers as may be necessary to properly execute work contracted for by the Employer in the manner and under the conditions specified in this Agreement.

ARTICLE V

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 I of this Agreement, within eight (8) days following the beginning of such employment or the effective date of this Agreement, whichever is the 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 20th day of each month, the Employer shall remit to the designated financial officers of the local Union the amount of deductions made for the prior

month, together with a list of employees and their Social Security numbers for whom such deductions have been made.

SECTION 5: The Union may request recognition as the exclusive collective bargaining agent for all employees employed by the Employer in the classifications and geographic jurisdiction covered by this Agreement, whether or not they are members of the Union. In determining whether the Union has the support of a majority of the Employer's employees, such showing may be based upon either a majority of those employed at the time such recognition is requested, or, a majority of those eligible to vote under the National Labor Relations Board's Steiny-Daniel formula. No later than 10 days following the Union's request, the Employer shall review employees' authorization cards submitted by the Union in support of its claim to represent and have the support of a majority of such employees. If a majority of the employees has designated the Union as their exclusive collective bargaining representative, the Employer will recognize the Union as such majority representative of all employees in the classifications and geographic jurisdiction covered by this Agreement. The Employer shall not file or cause the filing of a petition for election or unfair labor practice charge with the National Labor Relations Board in connection with any demands for recognition provided for here. Article X of this Agreement shall be the sole and exclusive means of resolving any dispute concerning this provision.

ARTICLE VI

SECTION 1. The regular working day shall consist of eight (8) hours labor in the shop or on the job between six (6) a.m. and four thirty (4:30) p.m. unless modified in local negotiations and the regular working week shall consist of five (5) consecutive eight (8) hour days labor in the shop or on the job, beginning with Monday and ending with Friday or Tuesday and ending with Saturday 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 regular rate. All work after ten (10) continuous hours worked will be compensated at double (two times) the regular rate, The first eight (8) hours worked on Saturday shall be paid at one and one half (1½) time the regular rate. All work performed on Sunday shall be paid at double (two times) the regular rate. All work performed beyond eight (8) hours on Saturday shall be compensated at two (2) times the regular rate of pay. Where conditions warrant, the regular work day 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 Local Union and Employer.

Upon mutual agreement by the employee and employer: When an employee is not able to achieve a normal forty (40) hours work week due to holiday, weather or any other factor beyond the control of the employer, the employee shall have the option of making up that eight (8) hours deficit on Saturday (EXCLUDING HOLIDAY WEEKENDS), at the normal hourly rate of pay and contributions according to their classification of employment, the Union Hall shall be notified of any employee make up Saturday prior to work scheduled or performed. The Saturday eight (8) hours make up day is entirely voluntary and the employee shall not suffer any negative repercussions from the employer as a result of refusing the make up Saturday, Employees are not entitled to overtime for working on make-up days if the total hours for the work week is less than forty (40). Excluding holidays.

Employees shall be at the shop or project site at scheduled starting time each day and shall remain until quitting time.

SECTION 2. New Year's Day, Memorial Day, Independence Day, Friday Before Labor Day. Labor Day, Nevada Day, Thanksgiving Day, Day after Thanksgiving Day, Day before Christmas, Christmas Day or days locally observed as such, and Sunday shall be recognized as holidays. All work performed on holidays shall be paid at double time.

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.

SECTION 3. 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 the Union in advance of scheduling such work. Preference on overtime and holiday work shall be given to employees on the job on a rotation basis so as to equalize such work as nearly as possible.

SECTION 4. Shift work and the pay and conditions therefore shall be only as provided in written addenda attached to this Agreement. Energy conservation—Retrofit work performed outside the regular work day in occupied buildings shall be performed under shift work conditions to be established by the local parties or by the National Joint Adjustment Board on the request of either party, if not locally provided. Every employer shall allow all employees to take one (1) ten minute rest period per eight (8) hour shift at their work location. An additional ten minute rest period shall be provided for all shifts of ten or more hours. Rest periods shall be counted as hours worked, for which there shall be no deduction from wages.

ARTICLE VII

SECTION 1. When employed in a shop or on a job within the limits of Local Union #26 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. 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 a written addendum attached hereto. 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.

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

ARTICLE VIII

SECTION 1. The minimum rate of wages for journeypersons sheet metal workers covered by this Agreement when employed in a shop or on a job within the jurisdiction of the Union to perform any work specified in Article I of this Agreement shall be (see Addendum I), except hereinafter specified in Section 2 of this Article.

SECTION 2. On all work specified in Article I of this Agreement, fabricated and/or assembled by journeypersons, apprentices, pre-apprentices and/or classified sheet metal workers 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 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.

SECTION 3. The provisions of Section 2 of this Article, Section 2 of Article II and Section 1 of Article III shall not be applicable to the manufacture for sale to the trade or purchase of the following items:

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

SECTION 4. 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 the local union agreement or addendum to the SFUA.

SECTION 5. Except as provided in Sections 2 and 6 of this Article, the Employer agrees that journeypersons, pre-apprentice and classified 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 6. When the Employer has any work specified in Article I of this Agreement to be performed outside of the area covered by this Agreement and within the area covered by another Agreement with another 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. Journeypersons sheet metal workers covered by this Agreement who are sent outside of the area covered by this Agreement shall be paid at least the established minimum wage scale specified in Section 1 of this Article but in no case less than the established wage scale of the local Agreement covering the territory in which such work is performed or supervised, plus all necessary transportation, travel time, board and expenses while employed in 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 7. In applying the provisions of Sections 2, 5, and 6 of this Article VIII, the term "wage scale" shall include the value of all applicable hourly contractual benefits in addition to the hourly wage rate provided in said Sections.

SECTION 8. 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 9. Wages at the established rates specified herein shall be paid weekly in the shop or on the job at or before quitting time on Friday of each week, and no more than two (2) days' pay will be withheld. Alternative payroll procedures, i.e., electronic and/or automatic deposit may be negotiated locally. However, employees when discharged shall be paid in full.

SECTION 10. Journeypersons, apprentice, pre-apprentice and classified sheet metal workers who report for work by direction of the Employer, and are not placed to work, shall be entitled to two (2) hours' pay at the established rate. This provision, however, shall not apply under conditions over which the Employer has no control.

SECTION 11. Each Employer covered by this Agreement shall employ at least one (1) journeyperson sheet metal worker who is not a member of the firm on all work specified in Article I of this Agreement. However, it will be permissible for an owner-member to be the journeyperson sheet metal worker.

SECTION 12(a). Contributions provided for in Section 12(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 Sheet Metal and Air Conditioning Contractors' National Industry Fund of the United States (IFUS) the hourly contribution rate established by the IFUS trustees. The IFUS trustees shall notify the International Association of Sheet Metal, Air, Rail and Transportation Workers of any changes to the established contribution rate prior to such changes becoming effective. The employer shall contribute said amount thirty eight cents (38¢) per hour for each hour worked on and after the effective date of this Agreement by each employee of the Employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted to IFUS, 4201 Lafayette Center Drive, Chantilly, Virginia, 20151-1209, or for the purpose of transmittal, through NAM, P.O. Box 7578, Reno, NV 89510.

(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 in regard to 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 12(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 X 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, (Section 12, Article VIII), and no other.

SECTION 13(a). Contributions provided for in Section 13(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 to the Sheet Metal Workers Joint Apprenticeship and Journeyperson Training Fund, hourly contribution rate established by the trustees of such Local J.A.T.C. fund. The current established rate of \$2.15 per hour, for each hour worked by each employee of the Employers covered by this Agreement. Payment shall be made monthly on or before the 20th day of the succeeding month.

(c). The local industry fund shall furnish to the Business Manager of the Union, 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 in regard to local industry fund activities or its receipts and/or disbursements shall be furnished to the Business Manager of the Union upon his written request.

(d). Grievances concerning use of local industry fund monies to which an Employer shall contribute for purposes prohibited under Section 13(a) or for violations of other subsections of this Section shall be handled under the provisions of Article X 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 14. The Union and Employer recognize that the contributions provided in Sections 12(b) and 13(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 12(b) and 13(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 the Contractors' Association and the Local Union that are parties to this Agreement.

SECTION 15. Effective as of the date of this Agreement the Employers shall contribute to the International Training Institute for the Sheet Metal and Air Conditioning Industry (ITI) the hourly contribution rate established by the ITI trustees such amount shall be contributed for each worked by each employee of the Employer covered by this Agreement. In the event that such hourly contribution rate is changes during the term of this agreement, such change shall become effective during the next anniversary date of the agreement. Payment shall be

made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the ITI, or for purposes of collection and transmittal through Sheet Metal Workers Local Union #26.

Effective as of the date of this Agreement the Employers shall contribute to the National Energy Management Institute Committee (NEMIC), the hourly contribution rate established NEMIC trustees. Such amount shall be contributed for each hour worked by each employee of the Employer covered by this Agreement. In the event that such hourly contribution rate is changed during the term of this agreement, such change shall become effective during the next anniversary date of the agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the NEMIC, or for the purposes of collection and transmittal electronically or through Sheet Metal Workers Local Union #26.

Effective as of the date of this Agreement the Employers shall contribute to the Sheet Metal Occupational Health Institute Trust (Institute) the hourly contribution rate established by Institutes trustees. Such amount shall be contributed for each hour worked by each employee of the Employer covered by this Agreement until the Institute Trustees determine that the Trust is financially self-sufficient. In the event that such hourly contribution rate is changed during the term of this agreement, such change shall become effective during the next anniversary date of the agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the Institute, or for purposes of collection and transmittal electronically or through Sheet Metal Workers Local Union #26.

The parties agree to be bound by, and act in accordance with respective Plan Documents, Agreements and Declarations of Trusts and/or Trust Documents establishing the or governing the International

Training Institute for the Sheet Metal and Air Conditioning Industry, the National Energy Management Institute Committee, the Sheet Metal Occupational Health Institute Trust, and the Industry Fund of the United States and to extent that this Agreement requires contributions to the following funds, the Sheet Metal Workers' National Pension Fund, National Stabilization Agreement of the Sheet Metal Industry Trust Fund, Sheet Metal Workers' National Health Fund, sheet Metal Workers' International Association Scholarship Fund, Sheet Metal Workers' National Supplemental Savings Plan (collectively, "National Funds"), as applicable and the separate agreements and declarations of trusts of all other local or national programs and benefit plans to which it has been agreed that contributions will be made. In addition, the parties agree to be bound by any amendments to said trust or plan documents as may be made from time to time and hereby designate as their representatives on the Board of Trustees such trustees as are named together with any successors who may be appointed pursuant to said documents.

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

SECTION 16. 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 ten (10) days notice of such delinquency by the trustees. Contributions are vested assets of the Plans, Funds or Trust Funds on the day that they become due to the Plans, Funds or Trust Funds. The withdrawal of such employees from the service of the Employer shall not constitute a violation of any provision of this Agreement.

SECTION 17(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 I 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 three (3) consecutive months.

SECTION 18. The employer and Union understand that the Sheet Metal Workers' National Pension Fund ("National Plan" or "Fund")

and the Sheet Metal Workers' Pension Plan of Southern California, Arizona, and Nevada ("Local Plan" or "Fund") has or have issued a Rehabilitation Plan or Plans under the Pension Protection Act of 2006, as amended ("PPA" or "Act") and may in the future issue a Rehabilitation Plan or Plans and/or a Funding Improvement Plan or Plans under the Act. Such Rehabilitation Plan(s) or Funding Improvement Plan(s) may provide one or more Schedules one of which must be adopted by new or existing parties to this collective bargaining agreement("Agreement").

The Parties agree that a Schedule described above will be or has been 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 one or more increases in contribution rates required under the Schedule during the term of this Agreement and any extension thereof. The Parties also agree that during the term of this Agreement and any extension thereof the Union may unilaterally adopt a Schedule by notifying the Fund and the Employer in writing that it has done so.

The Parties agree that once a Schedule under a Rehabilitation Plan or Funding Improvement Plan is adopted, the Parties may not thereafter select a different Schedule under the same Rehabilitation Plan or Funding Improvement Plan for the duration of such Plan, absent consent by the Fund.

It is undesirable to pay a surcharge upon pension contributions or face other undesirable consequences for failure to adopt a Schedule. Accordingly, in the absence of the adoption of a Schedule as provided above, at such time as the Fund furnishes the Employer and the Union with Schedules as provided above, either party may reopen this agreement upon thirty (30) days written notice to the other, for purpose of reaching agreement upon the adoption of a Schedule. 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 a Schedule described above will become or has become part of this Agreement, and will be or has been 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 Rehabilitation Plan or Funding Improvement Plan of which the Schedules are a part, as modified or amended from time to time.

ARTICLE IX

SECTION 1. Journeypersons, apprentice, pre-apprentice and classified sheet metal workers covered by this Agreement shall provide for themselves all necessary hand tools. The Union and the Employer shall establish a standardized tool list, which shall be set forth as a written addendum attached hereto.

SECTION 2. Journeypersons, apprentice, pre-apprentice and classified sheet metal workers covered by this Agreement shall not be permitted or required as a condition of employment to furnish the use of automobile or other conveyance to transport men, tools, equipment or materials from shop to job, 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 X

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. 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. The local Employers' Association or the Local Union, on its own initiative, may submit grievances for determination by the Board as provided in this Section. The grievance procedure set forth in this Article applies only to labor-management disputes.

To be valid, grievances must be raised within thirty (30) calendar days following the occurrence giving rise to the grievance, or, if the occurrence was not ascertainable, within thirty (30) calendar days of the first knowledge of the facts giving rise to the grievance.

SECTION 2. Grievances not settled as provided in Section 1 of this Article may be appealed by either party to the Local Joint Adjustment Board where the work was performed or in the jurisdiction of the Employer's home local and such Board shall meet promptly on a date mutually agreeable to the members of the Board, but in no case more than fourteen (14) calendar days following the request for its services, unless the time is extended by mutual agreement of the parties or Local Joint Adjustment Board. The Board shall consist of representatives of the Union and of the local Employers' Association and both sides shall cast an equal number of votes at each meeting. 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. 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 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. 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. 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. 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 attorney's 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.

***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 20151-1209.**

SECTION 7. 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. 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 reopener become deadlocked in the opinion of the Union representative(s) or of the Employer(s) 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. 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 Article X. SECTION 10. 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 Article X have been adopted in their entirety, and without modification.

Such a dispute may be submitted upon the request of either party any time that local negotiations for such an agreement have been unsuccessful. Such a dispute shall be submitted to the National Joint Adjustment Board pursuant to the rules as established and modified from time to time by 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. 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 Workers, the Sheet Metal and Air Conditioning Contractors' National Association, Inc., and their representatives, are functioning as arbitrators and not as the representative of any entity that is party to such dispute. Therefore, they shall enjoy all of the rights, privileges, and immunities afforded to arbitrators under applicable law.

ARTICLE XI

SECTION 1. All duly qualified apprentices shall be under the supervision and control of a Joint Apprenticeship and Training Committee 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 4 trustees. Said Joint Apprenticeship and Training Committee shall formulate and make operative such rules and regulations as they may deem necessary and which do not conflict with the specific terms of this Agreement, to govern eligibility, registration, education, transfer, wages, hours, 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. The Joint Apprenticeship and Training Committee designated herein shall serve for the life of this Agreement, except that vacancies in said Joint Apprenticeship and Training Committee 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 Joint Apprenticeship and Training Committee.

(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. It is the understanding of the parties to this Agreement that the funds contributed by signatory Employers to the International Training Institute and any Local Joint Apprenticeship and Training Fund (Local JATC) 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 a Local JATC. Therefore, the trustees of the International Training Institute and Local JATC shall adopt and implement a Scholarship 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 Local JATC materials, facilities and personnel utilized in training. If a Local JATC does not implement the Scholarship Loan Agreement, the Local JATC shall be prohibited from utilizing International Training Institute materials and programs.

SECTION 4. It is hereby agreed that the Employer shall apply to the Joint Apprenticeship and Training Committee and the Joint Apprenticeship and Training Committee shall grant apprentices on the basis of one (1) apprentice for each two (2) 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. 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 journeyman until apprenticeship terms have been completed and they have qualified as journeymen.

SECTION 6. A graduated wage scale similar to that shown below, based on the journeyman wage rate, shall be established for apprentices. The scale may vary based on local market conditions and recruiting requirements.

First year —First half 55%-Second half 60%	Third year —First half 75%-Second half 80%
Second year—First half 65%-Second half 70%	Fourth year —First half 85%-Second half 90%

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. The parties will establish on a local basis the SMART Youth-to-Youth program (the 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. The parties agree that concentrated apprenticeship training is preferable to night-schooling and urge the Joint Apprenticeship and Training Committee to implement concentrated training during the term of this Agreement.

The parties recognize that previous experience in the industry can be considered when evaluating and placing sheet metal workers into the apprenticeship program and the JATC shall work cooperatively with the parties in establishing standards for placing employees into the program. 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. 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.

ARTICLE XII

Section 1. Sheet Metal Workers shall complete OSHA 10/OSHA 30 Training, as well as any mandatory refresher course, as a condition of employment in the sheet metal industry. Such training shall be completed on the employee's time.

The parties to this Agreement shall take appropriate steps to provide the cost of any materials in such training, as well as the costs associated with providing instruction, shall be paid the Local Joint Apprenticeship and Training Fund.

Section 2. The parties are committed to maintaining a workplace that is safe, productive, and free of alcohol and illegal drugs. Therefore, they shall establish a substance abuse program which will include, as a minimum, the following components: owner mandated, jobsite mandated, general contractor mandated, reasonable suspicion, post-accident, and random drug and alcohol testing. In the case of random testing, the procedures shall be established and administered in a manner so that such testing is conducted in a manner that it truly random. Any testing program shall be conducted on an industry wide basis, and in conformity

with all applicable laws. The parties shall establish an appropriate means of funding such testing activities on an industry wide basis.

ARTICLE XIII

SECTION 1. It is hereby agreed that the Employer may apply to the Joint Apprenticeship and Training Committee and the Joint Apprenticeship and Training Committee shall grant pre-apprentices on the basis of one (1) pre-apprentice for each 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. Any apprentice of the Employer on layoff at the effective date of this Agreement must be rehired before said Employer is entitled to any pre-apprentice. Thereafter, the same conditions and ratios shall apply.

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

Pre-apprentices shall be enrolled as applicants for future openings in the apprenticeship program. The Joint Apprenticeship and Training Committee shall evaluate the qualifications of pre-apprentices for such openings during the first year of employment. No pre-apprentice shall be retained beyond one (1) year unless the pre-apprentice has been found to be qualified as an applicant.

The wage scale for pre-apprentices shall be a minimum of forty-five percent (45%) of the wage rate for journeypersons sheet metal workers. Health and welfare coverage shall be arranged on behalf of the pre-apprentices by the parties.

Pension contributions will be paid on all hours worked beginning with the first payroll period after 90 days in the amount of five percent (5%) of the journeyperson pension fund contribution, to the next whole cent, or a minimum of twelve cents (\$0.12) per hour, whichever is greater, for each hour worked on or after the effective date of this agreement. The parties shall make all necessary arrangements so that any pre-apprentice being reclassified shall experience no break in benefits coverage.

ARTICLE XIV

SECTION 1. Classified workers may be employed in the following ratio:

- A. one (1) classified worker for any Employer who employs an apprentice;
- B. two (2) classified workers for any Employer who employs at least three (3) apprentices;
- C. thereafter, the ratio will be one (1) classified worker for each additional three (3) apprentices employed.

Classified workers may perform any work covered by Article I of which they are capable and will work under the general direction of a journeyperson. The wage rate for classified workers will be not less than forty-five percent (45%) of the journeyperson wage rate. They shall be covered by the local health and welfare plan. Pension contributions shall be the same percentage as their wage rate.

In the event the Employer is entitled to employ a classified worker and the Union fails to comply with the Employer's written request to furnish a classified worker within forty-eight (48) hours, the Employer may directly hire such employees, and refer them to the Union.

ARTICLE XV

SECTION 1. SMACNA and SMART are committed to promoting productive and cooperative labor-management relations. In furtherance of this goal, the local Employers' association and local Union 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 XVI

SECTION 1. 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.

ARTICLE XVII

SECTION 1. This Agreement and Addenda Numbers I, II, "PRE-APPRENTICE" through III and the adopted Pension Rehabilitation Plans (National Alternative Plan A) and the (SMWPP Pension Rehabilitation Plan Alternative B) attached hereto shall become effective on the 1st day of August, 2024 and remain in full force and effect until the 31st day of July, 2028 and shall continue in force from year to year thereafter unless written notice of reopening is given not less than ninety (90) days prior to the expiration date. In the event such notice of reopening is served, this Agreement shall continue in force and effect until conferences relating thereto have been terminated by either party by written notice, provided, however, that, if this Agreement contains Article X, Section 8, it shall continue in full force and effect until modified by order of the National Joint Adjustment Board or until the procedures under Article X, 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 of 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 X, Section 8 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 Nevada Association of Mechanical Contractors 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.

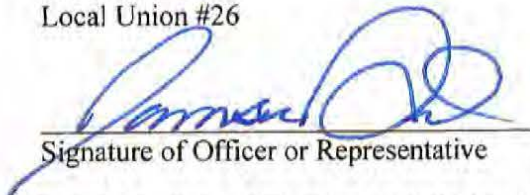
In witness whereof, the parties hereto affix their signatures and seal this 1st day of August, 2024.

Nevada Association of
Mechanical Contractors

International Association of
Sheet Metal, Air, Rail and Transportation
Workers
Local Union #26



Signature of Officer or Representative



Signature of Officer or Representative

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 WITH NON-UNION COMPETITION. 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, 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 Workers 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.

Adopted by the undersigned employer of this _____ day of _____, 20__

Company: _____

By: _____

INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR,
RAIL, AND TRANSPORTATION WORKERS
LOCAL NO. 26

ADDENDUM I TO
STANDARD FORM OF UNION AGREEMENT

The Nevada Association of Mechanical Contractors (NAM) and each individual Contractor executing this Agreement has on the basis of objective and reliable information confirmed that a clear majority of Sheet Metal Workers in its employ desire representation by International Association Sheet Metal, Air, Rail, and Transportation Workers Local Union #26 AFL-CIO of Reno, Nevada for the purpose of collective bargaining.

The contractor therefore unconditionally acknowledges and confirms that Sheet Metal Workers Local Union #26 is the exclusive bargaining representative of its sheet metal employees pursuant to Section 9 (A) of the National Labor Relation Act.

IT IS HEREBY AGREED BY THE SIGNATORY PARTIES that the provisions set forth in this Addendum to the Standard Form of Union Agreement are to become a part of said Agreement, Form A-07-01, as amended.

1. MINIMUM WAGE AND FRINGE BENEFIT SCALE

A. Journeyperson Rate:

	07/31/23	08/01/24	08/01/25	08/01/26	08/01/27
Base Hourly Wage	41.38	44.38			
Deferred Payment	2.50	2.50			
National Pension	3.74	3.74	3.82	3.89	
Local Pension	11.99	11.99			
Health & Welfare	10.85	11.10	11.35		
Joint Apprenticeship	2.05	2.15	2.25	2.35	2.45
Building Fund	*0.28	*0.28			
National Training/ MEMI/SMOHIT	0.17	0.17			
Industry Fund	0.33	0.38	0.38	0.38	0.38
Youth to Youth	*.05	*0.05			
401 k Plan	0.25	0.25			
Market Recovery	0.61	0.71	0.81	0.91	1.01
Future Package Increases**			3.28	3.07	3.00
Total Package	73.87	77.37	80.65	83.72	86.72

*Youth to Youth and Building Fund are employee contributions to be deducted from the total taxable wage, NOT TO BE ADDED to the total package.

** The future package increases will be allocated by the members of Local #26 prior to the effective date.

1st Year Apprentice-as of August 1,2024

	55%	60%
Base Hourly Wage	\$24.40	\$26.63
Deferred Payment	\$1.38	\$1.50
National Pension	\$3.74	\$3.74
Local Pension	\$0.00	\$0.00
Health & Welfare	\$5.70	\$5.70
Joint Apprenticeship	\$2.15	\$2.15
Building Fund	*\$0.28	*\$0.28
National Training/ MEMI/SMOHIT	\$0.17	\$0.17
Industry Fund	.00	.00
Market Recovery	\$0.71	\$0.71
Youth to Youth	*\$0.05	*\$0.05
401 k Plan	\$0.25	\$0.25
Future Package Increases**	TBA	TBA
Total Package	\$38.50	\$41.56

2nd Year Apprentice

	65%	70%
Base Hourly Wage	\$28.84	\$31.07
Deferred Payment	\$1.63	\$1.75
National Pension	\$3.74	\$3.74
Local Pension	\$0.00	\$0.00
Health & Welfare	\$5.70	\$5.70
Joint Apprenticeship	\$2.15	\$2.15
Building Fund	*\$0.28	*\$0.28
National Training/ MEMI/SMOHIT	\$0.17	\$0.17
Industry Fund	\$0.00	\$0.00
Market Recovery	\$0.71	\$0.71
Youth to Youth	*\$0.05	*0.05
401 k Plan	\$0.25	\$0.25
Future Package Increases**	TBA	TBA
Total Package	\$43.19	\$45.54

3rd Year Apprentice
75% 80%

Base Hourly Wage	\$33.28	\$35.50
Deferred Payment	\$1.88	\$2.00
National Pension	\$3.74	\$3.74
Local Pension	\$11.99	\$11.99
Health & Welfare	\$11.10	\$11.10
Joint Apprenticeship	\$2.15	\$2.15
Building Fund	*\$0.28	*0.28
National Training/ MEMI/SMOHIT	\$0.17	\$0.17
Industry Fund	\$0.38	\$0.38
Market Recovery	\$0.71	\$0.71
Youth to Youth	*\$0.05	*\$0.05
401 k Plan	\$0.25	\$0.25
Future Package Increases**	TBA	TBA
Total Package	\$65.65	\$67.99

4th Year Apprentice
85% 90%

Base Hourly Wage	\$37.72	\$39.94
Deferred Payment	\$2.13	\$2.25
National Pension	\$3.74	\$3.74
Local Pension	\$11.99	\$11.99
Health & Welfare	\$11.10	\$11.10
Joint Apprenticeship	\$2.15	\$2.15
Building Fund	*\$0.28	*0.28
National Training/ MEMI/SMOHIT	\$0.17	\$0.17
Industry Fund	\$0.38	\$0.38
Market Recovery	\$0.71	\$0.71
Youth to Youth	*\$0.05	*\$0.05
401 k Plan	\$0.25	\$0.25
Future Package Increases**	TBA	TBA
Total Package	\$70.34	\$72.68

**Refer to Addendum I, Item 3.G., The Employer agrees to pay to the Sheet Metal Workers' Health Care Plan "B" of Southern California, Arizona and Nevada an hourly amount as required by the Trustees for coverage in said Plan "B".

C. Foreperson Rates:

(1) Working foreperson to receive a minimum of 10% above journeyman base rate per hour base. Each contractor shall employ a working foreperson from the bargaining unit.

(2) Premium pay for foreperson shall only be paid on any job lasting longer than thirty-two (32) working hours in duration and where the Journeyman supervises at least two (2) other journeymen and one other sheet metal employee, such employee shall be selected by the Employer.

General Foreman Rates:

(3) Where more than ten (10) journeymen are employed by an Employer, one of them shall be designated a general foreperson and they shall receive 20% above journeyman base rate.

D. Light Commercial Journeyman:

Light Commercial Journeymen shall be compensated at 80% of the current journeyman total taxable package. The following special conditions will apply to all work covered by the Light Commercial Journeyman classification.

(1) The Light Commercial Journeyman rate will apply to all private sector work the Employer bids as defined below.

Scope of work. Light commercial shall be defined as all construction work performed on commercial structures that are not over three occupied story heights. Light commercial shall include, but not limited to office buildings three (3) stories or less, stores, banks, theaters, restaurants, bars, warehouses, educational facilities, or tenant improvements completed on separate contract except full staffed hospitals, nursing homes, churches, shipping centers, motels

and hotels. On defining height and stories for residential and commercial construction, parking levels are not to be considered as occupied stories.

Private work heated and cooled by central boiler and central chiller system will be considered commercial work. All work utilizing direct expansion package units including water source heat pumps will be considered Light Commercial work.

It is understood and agreed by all parties that the following work and descriptions are not covered by the Market Area Journeyman classification.

(1) Industrial. All industrial work.

(2) Commercial. All construction work performed on Commercial structures more than three (3) occupied stories in height (excluding tenant improvements completed under a separate contract.)

(3) All construction work performed on full-staffed hospitals, universities, colleges, convention facilities, sports complexes, public transportation facilities, jails, prisons and enclosed shopping mall where the enclosed mall area is centrally heated and or air conditioned by mechanical means shall be excluded from coverage regardless of height.

On defining height in stories on residential and commercial construction, parking levels are not to be considered as occupied stories.

Should either party wish to include coverage under the Light Commercial Journeyman classification for a particular construction project, otherwise excluded, then the parties by mutual agreement upon request will meet and render a decision upon said request.

No Employee will be disciplined or discriminated against for refusing to work under the Light Commercial Journeyman classification.

The parties agree that each Employer will aggressively bid within the private work market covered by this classification. Upon written request from the Union the Employer shall provide to the Sheet Metal Workers Local 26 Business Agent a quarterly report of all private work bid in the previous quarter under the terms of the Light Commercial Journeyman Classification and shall indicate in the report those jobs bid and not awarded to the Employer.

E. Travelers dispatch for travelers vacation pay will be placed on paychecks.

F. Public Works Projects

On all Federal, State and or Public Works Projects subject to Davis Bacon or other prevailing wage statutes, the Union agrees to dispatch workers at the Davis Bacon or other applicable predetermined prevailing wage scale applicable to that area according to the regulations with the fringes to remain as per this agreement and or any successor agreement, provided the Employer has timely submitted an accurate wage survey to the Labor Commissioner in the year immediately preceding the bid.

2. FREE ZONE, REMOTE AREA PAY, AND TRANSPORTATION

A. Free Zone:

All work within seventy-five (75) road miles from the courthouse in Reno, Nevada and including the City of Fallon and the Fallon Naval Air Base will be a free zone. Employee will utilize

their own vehicles to be on the job at starting time without any compensation. (See "D" Transportation, this Section.)

A separate free zone will be established for employees permanently residing and working within a seventy-five (75) mile radius of the Elko, Nevada Post Office.

B. Remote Area Pay:

All work more than one hundred (100) road miles from the Reno Courthouse shall be paid remote area premium at a rate of ten dollars (\$10.00) per hour and the Employee shall be provided lodging and meal expenses.

All work more than 75 road miles but not more than 100 road miles from the Reno Courthouse shall be paid at 50% of the remote area premium.

On a scheduled workday when no work is available for the employee or for a holiday which is not a continuation of a weekend, the employee shall receive wages applicable to cover his room and board expenses as outlined above.

Nothing in this section shall require the Employer to pay Remote Area for a single day, round trip in Employer provided conveyance.

C. Travel Time:

Travel time shall be compensated at the hourly total taxable rate of pay, together with all applicable fringe benefits for travel before 8:00 a.m. and after 4:30 p.m. for the first trip out and the last trip in. This time shall be computed on an average of fifty (50) miles per hour from the courthouse in Reno, Nevada. Aircraft travel will be computed by actual hours from airport to airport.

D. Transportation:

(1) Use of Vehicle: Sheet Metal employees shall not use, rent, or otherwise make available the use of their personal vehicle during the course of employment for any sheet metal contractor. No materials are to be transported in personal vehicle.

(2) Transportation costs shall be paid by the Employer to all sheet metal employees going to or coming from a second or subsequent job during regular working hours.

(3) Employers transporting employees in Employers transportation shall assure such vehicle shall be completely enclosed to protect the employees from the weather.

3. FUND PROVISIONS

A. Health and Welfare Plan:

The Health and Welfare Plan shall be administered by Joint Trustees composed of an equal number of representatives of the Union and representatives of the Employers designated by the Sheet Metal Contractors. Every Employer shall pay to the Trustees for the operation of the Welfare Plan on or before the 10th day of each month, for each hour worked by members, apprentices, PRE-APPRENTICES, and permittees of Local 26 employed by such Employer during the previous month, in accordance with the following provisions:

(1) It is hereby agreed that the hourly welfare contribution by the Sheet Metal Contractors will be the hourly rate as specified in Addendum I, Section 1 (A).

(2) Payments to the Health and Welfare Plan shall be due on or before the 10th day of each month for the number of hours worked by such employees as covered by this Agreement for the previous month; and if not paid by the 20th of the month payment is due for the previous month; the Employer shall pay to the said Welfare

Fund a twenty percent (20%) delinquency charge for every month thereafter.

B. Pension Plan:

Each Employer shall pay into the Pension Fund under the trusteeship of the Board of Trustees governing the Sheet Metal Workers Pension Plan of Southern California, Arizona and Nevada the sum required specifically pertaining to Article VIII (Section 18) of the Standard form Agreement per hour for every hour the contractual rate is received by employees covered by this Agreement. The pension contribution shall be applied but not limited to hours worked, overtime hours, and travel time hours.

(1) Each Employer shall contribute into the pension fund under the trusteeship of the Board of Trustees governing the Sheet Metal Workers National Pension Fund the sum required specifically pertaining to Article VIII (Section 18) of the Standard Form Agreement per hour for every hour the contractual rate is received by employees covered by this Agreement. The pension contribution shall be applied but not limited to hours worked, overtime hours, travel time hours and jobsite reporting hours.

(2) Payments to the Pension Funds shall be governed by the same rules as those governing payments to the Health and Welfare Plan.

The foregoing contribution rates are intended to represent the Employer's total hourly cost for providing pension benefits during the term of this agreement. If any Pension Plan requires any contributions that are in excess of these amounts, or, if a Pension Plan fails to meet the minimum contribution requirements established by law, resulting in the imposition of an excise tax, the hourly wage shall be immediately reduced by an equivalent amount.

C. Apprenticeship and Journeyperson Training Fund:

Effective August 1, 2024, and during the term of this Agreement, unless modified each signatory Contractor shall pay to the Sheet Metal Workers Joint Apprenticeship and Journeyperson Training Fund the sum of two dollars and fifteen cents (\$2.15) per hour for every hour worked by Employees covered by this Agreement. This amount may change with future allocations.

(1) Payments to the Joint Apprenticeship and Journeyperson Training Fund shall be governed by the same rules as those governing payments to the Welfare and Pension Plans.

Funds contributed shall be used solely for apprenticeship and Journeyperson training and educational purposes and such necessary costs as are approved by the Joint Apprenticeship and Training Committee according to the voting procedure outlined in Article X, Section 2. Payment shall be made on or before the twentieth (20th) day of the succeeding month.

(2) The Joint Apprenticeship and Journeyperson Training Fund Trust Agreement shall provide the depository for such Fund.

(3) Trustees of the Fund may request an additional contribution to the Fund, and the Local Joint Adjustment Board shall meet promptly to consider such request, and notify the Employers of any increase in the contribution rate at least sixty (60) days prior to the effective date of such increase.

D. Deferred Payment Plan:

(1) The Deferred Payment rate shall be two dollars and twenty-five cents (\$2.50) added to the base hourly rate.

(2) Out of state Contractors will pay the applicable Deferred Payment on the employees pay check each week. If any local

Contractor becomes delinquent in his Deferred Payment, the Union can demand the Deferred Payment be put on the employees weekly pay check.

(3) Payments to the Deferred Payment Plan shall be governed by the same rules as those governing the Pension Plans.

(4) The Employer shall make all legal payroll deductions from the total wages including Deferred Payment allowance, and shall then withhold the full amount of the Deferred Payment allowance for transmittal, on a monthly basis, to the Depository.

(5) This Deferred Payment allowance shall be withheld from the employees weekly pay and shall be sent with a monthly transmittal form to the Local Union hall. The Local Union hall will forward the deposits to a depository designated by the Local Union to be deposited in employees individual accounts.

(6) The monthly transmittal shall cover every employee subject to this Agreement on the payroll for all payroll weeks ending within the calendar month.

(7) Upon completion of a statement indicating his intention to withdraw a designated amount, the employee shall, upon presentation of satisfactory credentials to identify himself as the person entitled to the withdrawal, be given a check for the amount requested.

(8) An application for withdrawal of funds from the depository shall be filled out completely setting forth the following information:

- a. Signature of employee
- b. Employee Social Security Number
- c. Amount of withdrawal
- d. Date withdrawal was made

(9) Should the employee desire to participate in the Local Union #26 Political Action Committee and/or the Sheet Metal Workers' International Political Action League, he may do so by signing the necessary voucher for the Depository to withhold the deduction. The employee may revoke this voucher at any time by notifying the Depository and Local Union in writing. The participant contributions are voluntary and are not conditions of membership in the Union or of employment by any Employer.

(10) The estate or heirs of any employee covered by this Agreement shall receive accrual normally due the deceased as provided in Item I of this Plan.

(11) In the event there has been neither deposits nor withdrawals in an employee-beneficiary's account for a period of five (5) years, and the Local Union has not been notified of his death, the Local Union shall send notice by registered mail to the employee-beneficiary's last known address advising him that, unless money is withdrawn or a deposit made within sixty (60) days, the account will be closed and the money transferred to an account to be used to pay Administrative expenses of the Fund, or, to the extent the money is not needed for that purpose, it will be divided equally among the accounts of remaining employee-beneficiaries. If no claim is made on the money within such sixty (60) day period, then the account shall be closed and the money disposed of in accordance with the notice.

E. Industry Fund:

Each individual Employer shall contribute to the NAM Sheet Metal Fund (hereafter called Employer Fund) the sum of thirty-eight cents (\$.38) per hour for each hour worked by each of his employees on work covered by this Agreement.

The purpose of the Fund shall be to encourage the public to utilize the skills of Employers and employees in the Sheet Metal

Industry, to promote and engage in meetings with Representatives of public and quasi-public bodies or groups, or with other Associations in the Construction Industry, to acquaint the public at large with the work of the Sheet Metal Industry; to pay a portion of the costs incurred by the Employers in the administration and enforcement of this Agreement and the Trust Funds established hereunder. This Fund may also be used for other purposes related to this Collective Bargaining Agreement including, but not limited to, affirmative action programs, education, research, etc. The Industry Fund is to be administered by the Nevada Association of Mechanical Contractors, Inc. P.O. Box 7578 Reno, NV 89510. No part of said Fund shall be used for advertising propaganda or other purposes opposed to the interest of the Union. The Administration and control of the Fund shall be solely by Representatives of Management. In the event an individual Employer specifically excludes the provisions enumerated above he shall pay the amount set forth to the Local Joint Apprentice and Training Fund established in this Agreement. For the purpose of administering the Trust Funds set forth in this Agreement, the individual Employer, by becoming signatory to the Agreement, does hereby designate the Employer Trustees to act as his agent in all matters concerning the Funds. Payments to this Fund shall be governed by the same rules governing payments to the Health and Welfare Plan.

Should the Employers determine that an increase in contributions is necessary, then the Local Joint Adjustment Board shall meet promptly to discuss such an increase, and notify the Employers of any increase in the contribution rate at least sixty (60) days prior to the effective date of each increase.

F. Dues Checkoff:

Subject to appropriate authorizations, each individual Employer shall deduct from the gross wages of each employee covered by this agreement a sum as determined by Sheet Metal Workers Local Union #26. This amount shall be a working

assessment for the Union's hiring hall and building trades assessment fund. Such amounts shall be paid on a monthly basis in the same manner and by the same reporting forms as in the same manner as in the case of fringe benefits. Such sums shall not constitute or be treated as part of any fringe benefit trust, but shall be transmitted directly to the Union on a monthly basis.

G. Fringe Benefit Package For Apprentices:

Apprentices in the first half of the indenture period, insofar as fringe benefit contributions are concerned, will have contribution paid to the National Pension Plan A; Southern California, Arizona and Nevada Health Plan B; National Training Fund; 401 K and Local Joint Apprenticeship Training Fund only.

Upon the beginning of the second half of their indenture period and throughout the Apprentices will receive the same fringe benefit package as the Journeyperson Sheet Metal Worker.

H. 401K Savings Program:

Effective February 1, 1995, a 401K Deferred Savings Program shall be instituted. Each employee shall submit to Local Union #26, a form listing the contribution rate to be submitted by the Employer.

Prior to June 30, of each year each employee shall submit a change of classification request. Notification shall be made in accordance with the rules and regulations adopted by the Union and approved by the association.

Upon notification by the Union to the Employer of an approved change, the Employer shall pay wage and fringe benefit contributions on the approved rate. In no event, however, shall a change be implemented except by proper notification, and no more than one change may be effected annually.

I. Delinquencies:

It shall not be considered a violation of this Agreement if the Union removes Sheet Metal Workers from a shop and/or job for failure of the Employer to pay Deferred Payment, Health & Welfare, Pension and Apprentice and Journeyman Training contributions.

4. WORKING HOURS, PAY DAY, AND MEAL PERIODS

A. Work Day:

It is agreed Article VI, Section 1 of the Standard Form of Union Agreement Form A-07-01 does not guarantee an eight (8) hour work day.

Eight (8) hours shall constitute a day's work from 6:00 a.m. to 4:30 p.m. with one (1) hour for lunch. If the lunch period is one-half (1/2) hour in duration then eight (8) hours between 6:00 a.m. and 4:00 p.m. shall constitute a day's work, Monday through Friday inclusive.

A special work day of eight (8) hours for excessive heat conditions or to coordinate with project work hours shall be allowed only with permission of the Local Union #26. No employee shall work on a piece work basis, subcontract, lump sum or percentage basis. At the Employer's discretion, a regular work week may include ten (10) hour days at four (4) days per week, Monday through Thursday or Tuesday through Friday. All work performed in excess of ten (10) hours per day shall be compensated at the prevailing overtime rate.

B. Shift Work:

1. Multiple shifts (three or more days). When so elected by the individual Employer, multiple shifts may be worked for three (3) or more consecutive days, provided the Union is notified three (3) days in advance of the effective day of starting of each multiple shift operations. In the event of an emergency, such notice may be given

forty-eight (48) hours prior to the start of shift operations. In no event shall the regular working hours of different shifts overlap, nor shall any interval between shifts exceed the reasonable time necessary to change shifts, and in no event shall such interval exceed one (1) hour.

2. In the case of a multiple shift operation in no event shall the number of employees on a second (2nd) or third (3rd) shift exceed the number of employees on the first (1st) shift, by more than fifty percent (50%). The foregoing may be modified by mutual agreement of the Union and an Individual Employer.

3. When three (3) shifts are required in the shop or on the jobsite, the graveyard shift will begin at 12:00 a.m., on Monday. The day shift shall begin at 6:00 a.m., and end at 4:30 p.m., Monday. The evening shift will begin at 4:00 p.m. on Monday.

Shift Premiums shall be as follows:

Second Shift	10% premium based on taxable wage
Third Shift	15% premium based on taxable wage

4. Twenty-four (24) hour conditions: No employee shall work more than one (1) shift at straight time in any consecutive twenty-four (24) hours. No arrangement of shifts shall be permitted that prevents any employee from securing eight (8) hours of rest in any consecutive twenty-four (24) hours. Such twenty-four (24) hours shall be computed from the start of the employee's assigned shift.

5. The overtime conditions of these Addenda will prevail on all shifts refer to Article VI, Section I of the Standard Form Agreement.

6. When a second shift is required in any shop or job following the day shift the second shift may start any time following the day shift. If the second shift extends past midnight the entire second shift shall be paid at the grave yard shift rate.

C. Pay Day:

The Employer shall pay wages on the job or in the shop on pay day before the close of work hours. In the event said wages are not paid in full, in accordance with the pay day provisions of this Agreement, waiting time shall be paid on regular eight (8) hour basis, or any fraction thereof at straight time for regular working day, Saturday, Sunday and Holidays. This provision shall not apply under conditions over which the contractor has no control. The number of days pay withheld may be extended by mutual consent between the Union and the Employer.

D. Meal Periods:

After an employee has worked ten (10) hours, a meal period of one-half (1/2) hour shall be allowed on the Employer's time, and one-half (1/2) hour every four (4) hours thereafter of overtime worked.

E. Shop Hours:

Employees shall not report to shop or job before 6:45 a.m. unless directed by the Employer and compensated at the prevailing overtime rate. Employees shall leave the shop no later than fifteen (15) minutes after quitting time unless directed by the Employer and compensated at the prevailing overtime rate.

F. Termination Slips:

Any worker leaving the employment of a contractor for any reason shall be furnished a termination notice; a duplicate of such notice shall be furnished the Local Union office within seventy-two (72) hours (Saturday, Sundays and Holidays excepted).

G. Overtime:

An Employee working on a job that extends into overtime shall not be replaced on that particular job by another employee for said overtime.

H. Holidays:

If a Holiday falls on a Sunday, the following Monday shall be observed. If a Holiday falls on a Saturday, the previous Friday shall be observed.

7. INJURY AND FIRST AID

A. Injury:

An employee suffering an industrial injury necessitating medical treatment or examination while in the employ of any signatory Employer, they shall be entitled to receive their prevailing hourly wage for any time lost from the work shift in which the injury occurred; provided they return to work during the shift.

If the injury occurs in the first four (4) hours of employment and the employee is unable to return to work, they will receive four (4) hours pay. If the injury occurs in the second four (4) hours of employment and the employee is unable to return to work, they will receive eight (8) hours pay.

The Employer shall furnish adequate first aid equipment and it shall be kept in an accessible and convenient location, readily available to employees on the job or in the shop.

8. APPRENTICES

A. Ratio:

One apprentice will be allowed for one Journeyperson for work performed outside the shop and one apprentice will be allowed for one Journeyperson for work performed inside the shop. The number of apprentices on any one job or operation in or out of the shop shall not exceed the number of Journeyperson on that one job or operation. After more than two (2) journeypersons for work performed outside the shop, the ration shall become one (1)

Apprentice for everyone two (2) Journeypersons. Apprentice ratios and supervision shall comply with applicable state and federal laws and regulations. Where the applicable laws and regulations are silent, the terms of the collective bargaining agreement shall govern. The Journeyperson to Apprentice ration for work performed outside the shop shall be: 1:1, 2:2, 4:3, 6:4, etc. The Journeyperson to Apprentice ratio for work performed inside the shop shall be 1:1.

B. Initiation Fees:

There shall be an initiation fee check off established. Upon proper authorization, the Employer shall deduct from the involved person's wage the amount as determined by the dues and or initiation fees set by Local #26 per week to be remitted to the Local Union Office on a monthly basis. All funds so collected shall be applied to the individuals initiation fee and dues.

C. Apprenticeship Committee:

Apprenticeship Committee will determine if Employer is eligible to employ apprentices. Requests for apprentices by Employer shall be in writing.

The Apprenticeship committee shall have complete jurisdiction and control of the Apprentices and the Apprentice Program in regards to placement, increases relating to wages and term advancement, discipline, and any other matters as set forth in the standards as submitted and approved by the Nevada State Apprenticeship Council.

D. Apprentice Supervision:

Apprentices in the second half of their indentured apprenticeship, at Employers discretion with notification to committee, may perform work on all jobs covered by Addendum III without supervision.

9. STEWARDS

A shop or job steward shall be a working employee appointed by Local #26. The Employer shall be notified of the employee appointed and should the Employer decide to terminate the employment of said employee, the Employer shall serve written notice to the Local Union setting forth the reasons for termination. The parties further agree that discharge of the shop or job steward may be considered as a grievance under Article X of the Standard Form of Union Agreement.

No employee shall be discriminated against in hiring, laying off, discharge or any term or condition of employment because of Union membership or activities.

10. UNION REPRESENTATIVES

Representatives of the Union shall be permitted to visit the places of employment of employees for the purpose of observing working conditions and to see that this Agreement is being carried out.

11. WORKING RULES

No working rules shall be adopted by Local #26 which are contrary to the terms of the Standard Form of Union Agreement and Addenda, or which impose any additional burden or hardship on the Employer.

12. SAFETY AND TOOLS

A. Power Actuated Tools:

Only qualified Journeyman or Apprentice Sheet Metal Workers who have been certified by the Nevada Department of

Safety and Health as being qualified to operate explosive powered tools shall operate such tools.

B. Welding Protection:

The Employer shall provide a welding booth that is well lighted and adequately ventilated for the purpose of welding. Such booth shall protect other employees working in the area from the danger of eye damage and fumes.

C. Employees Tools:

Employees will not be allowed to furnish groovers, mallets, electric power tools or mechanical punches over eight (8) inches in length or any tool considered unfair to other workers or against the interest of the Union.

1. All employees covered by this agreement shall furnish the following tools upon completion of 2nd year of apprentice training:

Tool Bags	Screwdrivers	Tri-Squares
Aviation Snips (Red and Green)	Socket Set 1" and under	Wrenches 1" and Under
Straight Pattern Snips	Torpedo Level	Tongs
Bulldog Snips	Scratch Awls	Seamers
Tinners/claw hammer	Tape Measures	Crimpers
Duct Knives	Arrow Staple Gun	Panduit Guns
Lineman Pliers	Dividers	Vice Grips

D. The Employer may, at their discretion, replace tools that are lost, stolen, or damaged on the site of work.

1. TIME CARDS

When time cards or job cards are required by customers or Employers, the employee shall complete them on the Employer's time.

2. UNION LABEL

During compliance with all of the provisions of this Agreement, a signatory Employer who wishes can display the appropriate Union Label of the International Association Sheet Metal, Air, Rail, and Transportation Workers on all items produced exclusively under the terms of this Agreement. The Employer agrees that all Union Labels shall be the property of the Union and said permission to display the Union Label may be revoked by the Union for causes the Union deems adequate.

15. VEHICLE IDENTIFICATION

The Employer agrees that all commercial vehicles owned and operated by the Employer, in conjunction with the performance of the work covered by this Agreement, shall bear the name of the firm in letters not less than three (3) inches high. This excludes all personal vehicles owned by the management.

16. JOINT INDUSTRY COUNCIL

A Joint Industry Council consisting of three (3) Employer representatives from the Nevada Association of Mechanical Contractors Inc. and three (3) Union representatives, shall be established to function as a research and public relations agency on behalf of the Sheet Metal Industry to try 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 to acquaint them with added uses of sheet metal so as to seek to

increase the use of sheet metal in construction projects, and to attempt to advertise in every way possible to the consuming public so as to increase the sale and use of such products.

The Joint Industry Council shall also work with all Joint Adjustment Boards, Committees, etc., to help settle and resolve all problems and controversies.

17. DEFINITION OF EMPLOYER

Signatories to this Agreement must be properly licensed as required by the State Contractors License Act, must have an established and operating place of business other than a residence, must be equipped with the tools required for the performance of the work in which the firm is engaged and must be regularly and steadily engaged in such business and regularly employ one (1) or more Journeyman Sheet Metal worker(s). "Shop" shall mean a permanent place of business, not a temporary job site arrangement.

18. DEFINITION OF EMPLOYEE

A. Any person employed by the signatory Employer to perform any of the work covered under the Standard Form of Union Agreement Article I is defined and herein called "Employee".

B. An employee may not perform Sheet Metal work for any person other than an Employer as defined in this Agreement. Provided, however, that this provision, B, may be waived whenever and wherever the Jurisdictional claims of this Union are in jeopardy.

19. EQUALITY OF OPERATIONS

Should Local Union #26 enter into an Agreement and/or Addenda with any individual Employer which is more favorable in

any way that this Agreement and/or Addenda, then any Employer who establishes and operates in the same manner shall apply for and receive the same more favorable Agreement and/or Addenda.

20. HIRING HALL

SECTION 1: Contractors shall employ only qualified Journeyperson Sheet Metal Workers, indentured Apprentices and Pre-Apprentices. Journeyperson Sheet Metal Workers shall be qualified for employment who have had at least four (4) years actual working experience at the Sheet Metal trade as a Journeyperson, or apprentice in the Building and Construction Trades Industry, and who either:

A. Have successfully completed an apprenticeship at the trade under an apprenticeship program approved by the United States Bureau of Apprenticeship and Training or State Apprenticeship Council.

B. Have had previous employment as a Journeyperson Sheet Metal Worker with a Contractor.

C. Have successfully passed a competency examination that adequately established the degree of skill and training necessary to be a qualified Journeyperson Sheet Metal Worker.

SECTION 1A: The Employer shall requisition all employees who are to be employed in the bargaining unit from the Local Union Hiring Hall. The Union shall endeavor to furnish the workers so requested.

SECTION 1B: Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on or in any way affected by Union membership, by-laws, regulations,

constitutional provisions, or any other aspects or obligations of Union membership, policies or requirements.

SECTION 1C: The parties to this Agreement shall post in places where notices to employees and applicants for employment are customarily posted, all provisions relating to the functions of the hiring arrangement.

GROUP I: Any worker in the Building and Construction Sheet Metal Industry who has previously worked for Employers in the jurisdiction of Local Union #26 for a period of twelve hundred (1200) hours (as a Journeyperson Sheet Metal Worker) during the past two (2) years previous to their initial registration, and have passed a Journeyperson's examination. (All graduating apprentices shall be in Group I.) It is understood that this shall not include employees working for an out-of-state Contractor, and who are receiving benefits under another Agreement.

Any Group I worker who has transferred from the jurisdiction of Local Union #26 and remained away for a period of more than one (1) year shall, upon return, be registered again in Group II.

GROUP II: Any worker in the Building and Construction Sheet Metal Industry who has previously worked as a Journeyperson Sheet Metal Worker for a period of four (4) years and has passed a Journeyperson examination.

SECTION 1D: An individual desiring to register on the Local Union Hiring List must furnish satisfactory evidence of compliance with the applicable group requirements.

SECTION 2: The dispatching office will maintain its registration lists in such a manner as to dispatch Journeyperson Sheet Metal Workers without regard to Union or non-Union status of the registrant in the following order of preference.

A. Referral from registered applicants for employment from Group I shall be on a first-registered first-out basis. However an Employer may request from Group I only any employee who had been previously employed by the Employer. The Employer may also request, in writing, one worker from Group I who is to perform in the capacity of a foreperson.

B. When Group I is exhausted, registered worker in Group II may be requested by the Employer on a first-registered first-out basis.

(1) Any registered applicant rejecting three (3) consecutive offers of placement, without good cause, shall be moved to the bottom of the out-of-work list.

(2) Any registered applicant who is dispatched to a job and then refuses it, or fails to show up at all, or quits and a replacement has to be provided shall be placed at the bottom of the out-of-work list.

(3) The dispatcher shall make the determination described in Section 2.B, (1) and (2) and any determination so made shall be final unless appealed to the Local Joint Adjustment Board.

SECTION 3: A written referral will be given to each worker dispatched to a job. This is not a Union Clearance, but rather written evidence in the workers possession that he has been dispatched in accordance with the applicable Labor Agreement. Any registered applicant dispatched to a job which lasts thirty-six (36) hours or less shall be restored to his/her original position on the out-of-work list if he/she re-registers on or before the following work day.

SECTION 4: Each dispatching office shall maintain appropriate registration lists, cards, and other records of registered worker. Such list will be made in accordance with the seniority provisions hereinafter stated. However, when a worker seeks to register for the first time as a Journeyperson Sheet Metal Worker or an apprentice, he/she shall furnish satisfactory proof that he/she is qualified to do the work in the particular category in which he/she seeks employment. It is the intention of the parties to the Labor Agreement that only qualified workers shall be employed.

SECTION 5: It is the responsibility of all qualified workers who have been previously dispatched to re-register when out of work, if they desire to be dispatched again.

SECTION 6: The dispatcher in the first instance and in accordance with the foregoing provisions will determine whether a worker is qualified to register and as to the seniority group in which they shall be placed. This determination will normally be based upon information or papers which the worker supplies. If any doubt exists as to any material matter, the dispatcher may call prior Employers or otherwise make prompt investigation to get the facts needed. Any dispute which may arise relative to qualifications, seniority, or any other material matter shall be settled as follows:

A. The worker shall file with the dispatching office a written request for review of the disputed matter.

B. The dispatching office shall immediately refer the request to the Local Joint Adjustment Board which shall review the matter at its next regular meeting. The worker may appear before said Board and present all material and pertinent evidence in his/her favor. After review thereof, the Board shall forthwith make its recommendations which shall be conclusive.

SECTION 7: Dispatchers shall hand to each worker applying for registration and dispatchment a copy of these dispatching rules. Whenever possible, a written receipt should be obtained and kept by the dispatching office. A written receipt shall be mandatory from all workers who qualify and register for dispatchment for the first time.

SECTION 8: "Available for Work" means that the registrant must be present at the time and place uniformly required for dispatchment and be ready, able, and willing to go to the job site and perform the work for which he/she is being dispatched. The practice of the dispatching office for registrants with respect to physical presence in the office at given hours, or telephone in, being available at a telephone, etc., and registrants shall be informed of the practice.

SECTION 9: Appropriate notations shall be made opposite the registrant's name when his/her name is reached for dispatchment showing the job and classification to which he/she is dispatched, his/her lack of availability or other reason that he/she has been passed over. If inquiry is made by the registrant, he/she shall be given exactly the same information as to reasons, etc., as appears on the notation.

SECTION 10: In such cases, or any other cases which may lead to a dispute, the dispatcher should immediately make notes on the facts upon which he/she has bases his/her decision to dispatch or not to dispatch the worker.

SECTION 11: No fees shall be required as a condition of registration to dispatchment.

SECTION 12: The Employer retains the right to reject any job applicant referred by the Union for any lawful reason.

21. EQUAL EMPLOYMENT OPPORTUNITY

All applicants for referral to jobs shall receive equal consideration for employment without regard to race, creed, color, sex, or national origin.

22. DRUG TESTING

The parties to this agreement have established a Drug and Alcohol Policy. The program as outlined in this agreement allows testing when:

- A. Required by owner, user, general contractor or jobsite
- B. Probable cause
 - 1. Erratic behavior
- C. Post accident
- D. Pre-hire

The program may be implemented by Employers signatory to this agreement.

23. CHANGED MARKET CONDITION

The parties to this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement. Consistent with that recognition, the parties will continually monitor the effectiveness of this Agreement relative to specific geographic or market areas and will endeavor, by mutual agreement, to initiate such modifications to the Agreement during its term as may be necessary to assure the work opportunities of the employees and the competitive position of the individual Employer.

24. RESOLUTION 78

A joint committee shall be established to consider, when needed, the effective implementation of Resolution 78.

GENERAL SAVINGS CLAUSE:

It is not the intent of either party hereto to violate any laws, rulings 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 event that any provisions of this Agreement are finally held or determined to be illegal or are void as being in contravention of any such laws, rulings or regulations, the remainder of the Agreement shall remain in full force and effect, unless parts so found to be void are wholly inseparable from the remaining portion of this Agreement.

The signatory parties hereto agree these Addenda Provisions shall become a part of the Standard Form of Union Agreement Form A-07-01, as amended dated October 10th, 2002 as made effective between International Association of Sheet Metal, Air, Rail and Transportation Workers Local Union #26 and the Nevada Association of Mechanical Contractors, Inc. (N.A.M.)

In witness whereof, the parties hereto affix their signatures and seal this; 1st day of August, 2024

Nevada Association
of Mechanical Contractors

By 

Officer/representative

Local Union No.26 of the
International Association of
Sheet Metal, Air, Rail and Transportation
Workers

By 

Officer/representative

Adopted by the undersigned employer on
this _____ day of _____, 20____

Company: _____

By: _____

INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR,
RAIL AND TRANSPORTATION WORKERS
LOCAL NO. 26
ADDENDUM II TO
STANDARD FORM OF UNION AGREEMENT

IT IS HEREBY AGREED BY THE SIGNATORY PARTIES that the provisions set forth in this Addendum to the Standard Form of Union Agreement are to become a part of said Agreement, Form A-07-01.

1 - AREA AND TERM OF CONTRACT

A. The terms and conditions of this agreement will become effective August 1, 2007 and shall apply only to such firms that become signatory hereto.

2 - DEFINITIONS

B. Residential shall be defined as applying to work on any single family dwelling or multiple housing unit where each individual family apartment is individually conditioned by a separate and independent unit or system.

C. Light Commercial is defined as a structure three stories or less of occupiable space equipped with package and/or unitary type equipment with HVAC contract price of \$1,500,000.

This amount will not change during the term of the agreement.

D. Tenant completion work may be performed under this addendum provided the contract price does not exceed one

half that amount used by this item to define light commercial.

E. In addition there shall be no monetary limit on architectural sheet metal or sheet metal roofing provided it is installed on any structure falling within the Residential/Light Commercial requirement of three stories or less of occupied space.

3 - EMPLOYMENT OF CLASSIFIED WORKERS

The employment of Classified Workers is governed by the following requirements:

1. Each shop may have at least one Classified Worker. Additional Classified Workers shall not exceed the number of apprentices employed in accordance with Addenda I, Item 6, A.

An Classified Worker may perform any work described in Article I of the Standard Form of Union Agreement A-3-89 and shall be allowed to install metal fireplaces and related materials.

2. Supervision of work covered by this Addendum shall be in accordance with the provisions established in Item I.C. of Addendum I to the Standard Form of Union Agreement. The Classified Worker shall not be counted in the three (3) or more workers clause of Item I.C. of the Addendum I. Classified Workers must work at all times under the supervision of a General Foreperson, Foreperson, Journeyperson or apprentice member. Classified Workers will not be permitted to give instructions or orders to Journeyperson or apprentices.

3. The Employer must requisition all Classified Workers from the Sheet Metal Workers' Local Union #26. Classified Workers shall be dispatched from the approved apprentice waiting list until

such list is exhausted. Employers may call by name for any Classified Worker on the apprentice waiting list who has previously worked in the classification of Classified Worker.

4 - OVERTIME PAY, HOLIDAYS, REMOTE AREA PAY AND TRAVEL

- A. It is understood that the overtime rate of pay for the Classified Workers shall be in accordance with Article VI Section 1 of the Standard Form Union Agreement in effect for the Classified Workers. Journeyperson and apprentices shall have first priority on any overtime work.
- B. Holidays and work days off shall be the same as those for Journeyperson in accordance with the Addenda I to the Standard Form of Union Agreement Item 4.H. and the Standard Form of Union Agreement, Article VI, Section 2.
- C. Remote Area Pay and Transportation shall be the same as those for Journeyperson per the Addenda I to the Standard Form of Union Agreement.

5 - WAGE AND FRINGE SCHEDULE

- A. The Classified Worker Journeyperson performing work covered by this addendum will be paid wages and fringes as defined in S.F.U.A. Addendum I (Building Trades Agreement).
- B. The current minimum wage/fringe schedules for all classes of Employees covered by this Addendum shall be attached and considered appendices of this Addendum.

6 - JOURNEYPERSON - CLASSIFIED WORKERS RATIO

- A. Light Commercial - The Employer may employ Classified Workers at a ratio of one (1) Classified Workers or trainee to one (1) Journeyman performing field installation within the terms and conditions of this addendum.
- B. The ratio for residential as defined in Item 2, Section A of this addendum shall be three (3) Classified Workers to one (1) Journeyman working on residential work in the field.
- C. Recognizing that Classified Workers and especially Classified Worker Trainees require direction and assistance in the performance of the installation of materials and equipment necessary for the completion of a new construction heating and/or air conditioning system, the Employer shall attempt, when and where possible, to have such employees work in conjunction with a Journeyman.

7 - HIRING HALL

- A. Local 26 shall be the sole and exclusive source of applicants for employment as Classified Workers and Classified Worker Trainees with Employers signatory to the Residential/Light Commercial Addenda. In the event the Union is unable to dispatch a Classified Worker or Classified Worker Trainee within forty-eight (48) hours (not including Saturdays, Sundays, and holidays), the Employer shall be free to hire from any source.
- B. An applicant for employment must be registered on the out-of-work list, and registration shall be done in person by the person seeking to register as available for dispatch. An applicant, as a prerequisite for registration, must present a termination slip from his/her previous Employer in order to register.

- C. No applicant for employment shall be employed or re-employed unless he/she has secured a properly executed dispatch slip. However, telephone dispatches may be made provided the Employee and Employer secure a properly executed dispatch slip within two (2) days of the commencement of employment. It shall be the responsibility of the Employee and Employer to make sure that a dispatch slip is received by the Employer.
- D. New applicants, prior to employment, must obtain an application from the local Business Representative and submit it to the Coordinator of the Joint Training Committee who in turn will clear the applicant for employment provided the Employer is within the proper ratio and there are no unemployed Classified Worker's registered on the out-of-work list.
- E. Employees who are terminated shall be issued a notice of termination by the Employer which shall state the reason for such termination. The termination notice shall be on forms provided to the Employer. If said notice is unavailable at the time of discharge a hand written substitute may be made and signed by a representative of the company, and clearly stating the reasons for termination.
- F. In the event an Employee contests the reason for termination, notice of grievance must be filed with the Business Representative within seven (7) days of termination.

8 - JOINT APPRENTICESHIP AND TRAINING COMMITTEE

- A. The JATC shall retain jurisdiction over the administration of the Classified Worker and Residential/Light Commercial training programs, including those dispatch procedures now in effect or that may be mutually agreed to in the future by the JATC.

- B. Employers shall refer all applicants for the Classified Worker and Residential/Light Commercial programs, along with a list of current employees and their classification, to the office of the JATC and no such applicant shall be employed until such time as the Employer is notified by said office of the acceptance of the application for entry into the program under procedures now in effect or as may from time to time be instituted by mutual consent of the parties signatory hereto. And, to provide as best as possible the opportunity for continued and stable employment of such persons as are admitted into the program, the Employer shall give consideration to the employment of those persons when and where possible.

- C. The JATC shall periodically review the status of apprentices to assure for those in periods one (1) through four (4) that the effects of this Agreement are not harmful to their progress and training and shall make such dispatches as are appropriate, necessary and equitable to all parties under this Agreement.

9 - JOINT COMMITTEE

A. A Joint Committee shall be established and meet on the first Tuesday of March, June, September and December to monitor the state of the industry, the economy, the effects of this Agreement and the effects of open shop activity on the industry. Said Committee shall make recommendations in the interest of the parties to determine the future of the industry. In addition, the Committee will resolve disputes arising from the implementation of this Agreement and provide an equitable application within the intent of this Agreement for both Employees and Employers.

10 - PENALTIES

A. The first violation of this Addendum, particularly as regards to work assignment, as determined by the grievance procedure established by Article X of the Standard Form of Union Agreement shall result in a penalty of not less than \$250.00. Successive violations of this Addenda will result in penalties as established by the Local Joint Adjustment Board and at the sole discretion of the Local Joint Adjustment Board, with no predetermined maximum monetary penalty, or whatever other action may be deemed necessary by said board including revocation of this Addenda.

11 - RESOLUTION 78

A. A Joint Committee shall be established to consider, when needed, the effective implementation of Resolution 78. Any contract items not specifically spelled out in this Addenda will be as provided in the Standard Form of Union Agreement and Addenda Number One.

12 - WAGE/FRINGE SCHEDULE Classified Workers, TRAINEES

Effective 8-1-24

	Level 1	Level 2
	45%	65%
Base	\$19.97	\$28.84
Vacation	1.13	1.63
Taxable	\$21.10	30.47
National Pension	.65	.92
Health & Welfare (Plan B)*	\$5.70	\$5.70
401 k Plan	.25	.25
SMOHI/NEMI/NTF	.17	.17
JATC	.1.15	1.15
Market Recovery	.71	.71
TOTAL	\$29.73	\$39.37

*The Employer agrees to pay to the Sheet Metal Workers' Health Plan "B" of Southern California, Arizona and Nevada an hourly amount as required by the Trustees for coverage in said Plan "B". The employer agrees to a base 401-K contribution of twenty-five cents (.25¢) for all employees classified and dispatched as Classified Workers.

In addition to the above wages and fringes. On July 1 of each year for the duration of this agreement, there shall be an M.O.B. not to exceed 15 (fifteen) cents for trainees and full A/Cs.

Classified Workers shall receive a wage increase equal to their respective percentage of any increase in the base hourly wage of Journeyperson sheet metal workers effective on the date of increase for Journeyperson sheet metal workers.

13 - INITIATION AND/OR DUES CHECK OFF

Upon proper authorization, the Employer shall deduct from the involved person's wage the amount as determined by the dues and

or initiation fees set by Local #26 per week to be remitted to the local Union office on a monthly basis. All funds so collected shall be applied to the individual's initiation or dues fee.

14 - GENERAL PROVISIONS


- A. It is understood by both parties signatory to this Addendum that none but Journeyperson sheet metal workers, apprentice sheet metal workers or Classified Workers shall engage in any of the work specified in the Standard Form of Union Agreement, or the Addenda I thereto, including loading, unloading, handling, transporting, distributing, installation, or any modification of, or application of any energy saving material system or device.
- B. It is understood by both parties signatory to this Addendum that the Classified Workers shall do all work as directed by the Journeyperson or apprentice.
- C. It is understood by both parties signatory to this Addendum that all employees that have been dispatched as pre-apprentices prior to August 1, 2003 shall remain as such with all applicable wage and fringe benefits to remain as established in Addendum II of the 2002-2007 Master Sheet Metal Labor Agreement.
- D. It is understood by both parties that this Addendum II to the Standard Form of Union Agreement shall remain separate and any matters not covered by this Addendum will be covered by the Standard Form of Union Agreement and the Addenda I. The expiration date of this Addendum will be the same as that of the Standard Form of Union Agreement.

E. The foregoing Addendum II to the Standard Form of Union Agreement is hereby accepted and approved by the Undersigned. Whereto the parties set forth their hands this; 1st day of August, 2024

Nevada Association Of
Mechanical Contractors

By 
Officer/Representative

International Association of
Sheet Metal, Air, Rail and Transportation
Workers
Local Union #26

By 
Officer/Representative

Adopted by the undersigned employer on
this _____ day of _____, 20__.

Company: _____

By: _____

**Sheet Metal Workers
Drug and Alcohol Policy**

Sheet Metal Workers

Drug and Alcohol Policy

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Sheet Metal Workers

DRUG AND ALCOHOL POLICY

I. INTRODUCTION - PURPOSE

The signatory parties are committed to providing all employees with an alcohol and drug-free workplace. It is our combined goal to: protect the health and safety of signatory employers, management, personnel, craft workers, and visitors to job sites; to promote a productive workplace; and protect the reputation of all signatory organizations and their people. Consistent with those goals, the joint parties agree to prohibit the unlawful manufacture, distribution, dispensation possession or use of a controlled substance or alcohol at the facilities or project sites of signatory employers who adopt this drug and alcohol policy.

II. POLICY ADMINISTRATION

A. Prohibited Conduct

1. Alcohol

Possession of open containers, use or being under the influence of alcohol by any employee during normal business hours including lunch breaks, while performing company business, on company premises or while driving a company vehicle is prohibited. For purposes of this policy, any employee who has an alcohol level of .04 or more when arriving at work or anytime during his/her working hours is considered to be in violation of the policy.

2. Illegal Drugs

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited.

3. Drug Paraphernalia

Employees found in possession of drug paraphernalia will be subject to disciplinary action up to and including termination.

4. Legal Drugs

Except as provided below, use or being under the influence of any mood altering legal drug by any employee while on company premises or while performing company business is prohibited to the extent such use or influence may affect the safety of the employee, co-workers or the public, the employee's job performance or the safe or efficient operation of the company. An employee under the influence of a mood altering legal drug has an obligation to inquire and determine whether the mood altering legal drug he or she is taking may or will affect his or her ability to safely and efficiently perform his or her job duties. If the employee is using a mood altering legal drug at the direction of a physician, dentist or other licensed practitioner, the employee is required to obtain a written statement that the prescription drug will not interfere with the employee's ability to perform the duties of his/her position. Otherwise, the employee may be assigned to other appropriate work or, in the absence of such work, be placed on a medical leave of absence until the employee no longer requires the mood altering legal drug pursuant to a medical release. This policy does not require the physician, dentist or other licensed practitioner to identify any prescription drug or the medical condition for which it is prescribed. Any such information must be reported to the Alcohol

and Drug Program Manager (or designee) before starting work while taking any mood altering legal drug. An employee taking over-the-counter medications contrary to instructions provided by the manufacturer may be subject to disciplinary action up to and including termination.

B. Drug and Alcohol Testing

1. Pre-placement Testing

- a. An offer of employment with the company is conditioned upon the applicant's ability to pass a pre-placement urine drug test.
- b. An applicant having a positive, adulterated or substituted test result will not be hired. Refusal to provide a test sample will be considered a voluntary withdrawal of the employment application.

2. Reasonable Suspicion Testing

When a supervisor has reasonable suspicion to believe that the employee is using drugs and/or alcohol at work, the employee will be required to submit to reasonable suspicion testing. The employee will be informed that he/she is entitled to representation by a union steward or business representative during the reasonable suspicion interview process. A union steward or business representative must be available to attend the reasonable suspicion interview within forty-five (45) minutes after being notified.

3. Post Accident Testing

Each employee will be tested for prohibited drugs and alcohol use as soon as possible after a reportable accident. "Reportable accident" is defined as any accident that results in an employee requiring medical treatment that results in the filing of a worker compensation claim, or damage to property or equipment in excess of five hundred dollars (\$500.00). An employee shall not be relieved of duty pending the receipt of test results except where there is reasonable evidence that alcohol or illegal drug use was a contributing factor as determined by the treating physician.

4. Random Testing

In the interest of workplace safety, the company may require employees to submit to random testing. If a company implements random testing, the company agrees that random testing will be required of all employees of the company. The selection of employees for testing shall be made by an independent vendor, utilizing a computer-based random number generator. The random selection system must provide an equal chance for each employee to be selected each time random selection occurs. Random testing will be an unannounced and spread reasonably through the calendar year.

5. Return To Duty/Follow-up Testing

All employees in violation of the drug and alcohol policy who receive an assessment and/or treatment option will be subject to return to duty/follow-up testing to confirm on-going compliance with the policy. The frequency of the follow-up testing will be determined by the licensed alcohol and drug counselor or physician who performed the employee assessment. This document will be kept in a confidential file in the Alcohol and Drug Program Manager's office.

6. Contract Required Testing

From time to time, an employee will be required to comply with any existing drug and alcohol policy on a customer's worksite. This compliance may include testing not covered in this policy.

II. TESTING GUIDELINES

The policy will require drug testing for the following types of substances:

- a. Marijuana
- b. Cocaine
- c. Opiates
- d. Amphetamines
- e. Phencyclidine (PCP)

The Federal Substance Abuse and Mental Health Services Administration (SAMSHA) testing guidelines (49 CFR, Part 40) will be utilized in sample collection and determination of positive, adulterated or substituted or negative result. All drug testing is done from urine specimens collected under highly controlled conditions. The employee provides a urine specimen in a location that affords privacy and the "collector" seals and labels the specimen, completes a chain of custody document and prepares the specimen and accompanying paper work for shipment to a drug testing laboratory. The specimen collection procedures and chain of custody ensure that the specimen's security, proper identification and integrity are not compromised. Employee protection is also built in to the testing procedures. Laboratories that will be used for testing are those certified by the Federal Government. The initial test of any specimen will be an immunoassay which meets the requirement of the Food and Drug Administration for commercial distribution. All specimens identified as positive, adulterated or substituted will be further confirmed using gas chromatography/mass spectrometry techniques.

Alcohol testing will generally be performed on an evidential breath testing device (EBT). Blood alcohol testing will only be conducted when an individual is unable to provide an adequate breath sample or in rural areas where an evidential breath test is not readily available. Blood alcohol testing will be limited to reasonable suspicion, post accident and return to duty/follow-up testing.

For informational purposes, the EBT is a scientific instrument which determines the concentration of alcohol expressed as "percent by weight". The weight of alcohol in the breath sample is determined and the quantity of the alcohol converted to its equivalent value in blood. A blood alcohol concentration (BAC) of .04 means one twenty-fifth of a gram of alcohol per 210 liters of breath. The EBT will print three copies of each test result and the test results are numbered. When the initial test results shows a reading of .04 BAC or greater, a confirmation test is conducted. Before the confirmation test, a 15 minute waiting period will occur for the purpose of ensuring that the presence of mouth alcohol from recent use of food, tobacco, or hygiene products does not artificially raise the test result. The confirmation test is done on the same EBT as the first test. When the confirmation result is different from the initial test, the confirmation test result will always be used to determine employee consequences. The employee will be given a copy of the breath alcohol testing form.

IV. THE ROLE OF THE MEDICAL REVIEW OFFICER

The Medical Review Officer is a licensed physician who is knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs. The primary responsibility of the MRO is to review and interpret test results obtained through the drug testing program. It is important to understand that a positive, adulterated or substituted test result does not automatically identify an individual

as an illegal drug user. The MRO must evaluate the alternative medical explanations that could account for the test result.

The review of a test result is initiated immediately upon receipt and is ordinarily completed within two working days after receipt of all information pertinent to the review. No information about the test result shall be given to the employer during this period. In addition to information provided by the employee, this review will include considerations of chain of custody documents prepared at the time of collection and, in connection with the laboratory, processing of the specimen. This review must also include review of the chain of custody documentation.

During the review of the laboratory results, the MRO will conduct a medical interview with the individual, review the individual's medical history, or review other biomedical factors. The MRO must review all medical records that the tested individual submits when a confirmed positive test could have resulted from legally prescribed medication.

If any questions arise about the accuracy or validity of a positive, adulterated or substituted test result, the MRO will review the laboratory records to determine whether the required procedures were followed. This will require collaboration with the laboratory director, the analysts, and expert consultants.

At this point, the MRO makes a determination as to whether the result is scientifically sufficient to take further action. However, if the records from the collection site or laboratory raise doubts about the handling of the sample, the MRO may decide the urinary evidence is insufficient and no further actions would be taken. In these cases, the MRO shall note the possible errors in laboratory analysis or chain of custody procedures and shall notify the proper officials.

In summary, the MRO determines whether there is some reason other than illegal drug use to explain a positive, adulterated or substituted drug test. If the MRO verifies illegal drug use, the case is referred to the Alcohol and Drug Program Manager. If illegal drug use is not verified, the test result is deemed negative, the employer is informed, and no further action is taken.

V. EMPLOYEE CONSENT

An employee's consent to a medical examination and drug and alcohol testing is required as a condition of employment and an employee's refusal to consent will result in disciplinary action, up to and including termination. Consent to a medical examination and testing includes an employee's obligation to fully cooperate. Upon request, an employee must promptly complete any required forms and releases and promptly provide a sample for testing.

VI. DISCIPLINARY ACTION

Violation of this policy will result in disciplinary action, up to and including termination.

A. Investigative Suspension

Any employee suspected to be in violation of the drug and alcohol policy will be placed on investigative suspension pending the results of the drug and alcohol testing. If test results are negative, the employee will be reinstated and compensated for wages lost during suspension. If test results are confirmed positive, adulterated or substituted the employee will be subject to the established disciplinary process. A refusal to provide either a specimen or consent form will constitute a policy violation and the employee will be terminated.

B. Test Validity

No later than seventy-two (72) hours after receipt of a positive, adulterated or substituted drug test, the employee may obtain an independent analysis of the same sample at his or her expense. The company will not have the requested test performed unless the employee first pays in advance all costs of the second test. Upon request, the medical review officer will authorize the laboratory holding the employee's sample to release to a laboratory approved by the Department of Health and Human Services a sufficient quantity of the sample to allow a second laboratory to conduct a drug testing analysis. Because some analytes deteriorate or are lost during freezing and/or storage, quantitation for a retest is not subject to a specific cutoff requirement but must provide data sufficient to confirm the presence of the drug or metabolite. By requesting a second analysis, the employee authorizes the employer to obtain a copy of any test results determined by the second laboratory. The accuracy of the test results will be verified by the laboratory conducting the analysis. If the second test is positive, adulterated or substituted then the Drug and Alcohol Policy will apply. If the second test is negative, the original test shall be disregarded, and the employee will be reimbursed for the cost of the second test and compensated for wages lost.

C. First Offense Positive, Adulterated Or Substituted Test

At the discretion of the company, an employee having a confirmed positive, adulterated or substituted test may be offered the opportunity for referral to a licensed alcohol and drug abuse counselor or licensed physician for assessment and evaluation. This decision will be based on relevant factors involved at the time of the policy violation including but not limited to: the employee's job performance record; the employee's length of service with the company; safety risks associated with the policy violation and the employee's willingness to follow through with all return to duty requirements following the policy violation. If the evaluation finds a lack of clinical data to support a diagnosis of chemical dependency, the employee will be required to pass a return to duty alcohol/drug test before being allowed to return to regular employment. Given the policy violation, the employee will also be required to sign a return to duty policy that allows the company to conduct random follow-up testing to determine policy compliance. Follow-up testing will be required for a minimum of one year following the policy violation. Upon completion of one year of work, the Company will review the employee's program compliance and determine if the return to duty policy will be removed, modified or sustained.

If the evaluation indicates that the employee is diagnosed as chemically dependent and is in need of treatment, the employee may be offered a choice of entering rehabilitation in lieu of disciplinary action up to and including termination. The employee will be required to pass a return to duty alcohol/drug test before being allowed to return to employment. Additionally, the employee must follow all recommendations given by the treatment provider and submit to random follow-up alcohol/drug testing to confirm on-going compliance with the drug and alcohol policy. Follow-up testing will be required for a minimum of one year following the policy violation. Upon completion of one year of work, the Company will review the employee's program compliance and determine if the return to duty policy will be removed, modified or sustained. The employee will be required to sign a release of information, allowing the company to confer with the employee's treatment provider in order to monitor on-going compliance with treatment recommendations. Any employee who refuses to schedule the required assessment within a reasonable amount of time (five working days) after being notified to do so will be subject to disciplinary action up to and including termination.

D. Voluntary Admittance To A Treatment Program

Employees will be encouraged to seek assistance for a drug or alcohol problem before it deteriorates into a disciplinary matter. All information regarding the employee's participation in treatment will be held in strict confidence. Only information that is necessary for the performance of normal business will be shared with the employee's immediate supervisor. Upon returning to work, the employee will be expected to follow all recommendations given by the treatment provider, including return to duty/follow-up testing recommendations. The employee will be asked to sign a release of information allowing the Alcohol and Drug Program Manager to confer with the treatment provider to monitor on-going compliance with their recommendations.

E. Second Offense Positive, Adulterated Or Substituted Test

1. Employees not diagnosed as chemically dependent and having a second positive, adulterated or substituted test result will be terminated.
2. An employee who has a second positive, adulterated or substituted test result while participating in treatment, or leaves treatment (voluntarily or administratively) prior to being properly discharged, will be terminated.
3. An employee who has a second positive, adulterated or substituted test result after completing treatment will be terminated.

F. Return to Duty Policy

In the event an employee resigns prior to completion of his/her return to duty policy and later reapplies for employment, that employee will be subject to the requirements for the time remaining prior to his/her resignation.

G. Cost of Rehabilitation

The cost of any program of rehabilitation in which the employee participates shall be the financial responsibility of the employee. Any time off from work taken by an employee to enter an alcohol or drug rehabilitation program shall be without pay, except that an employee may use any previously accumulated sick or vacation leave for such time.

VII. CONFIDENTIALITY

The Alcohol and Drug Program Manager will maintain all records and reports on drug and alcohol testing for review. Confidentiality is essential and will be controlled by maintaining all testing records under lock and key, with access to these records limited to the Alcohol and Drug Program Manager or his/her designee. Test results may be disclosed to another member of management on a need-to-know basis and to the employee upon request. Disclosures, without employee consent may also occur when: the information is compelled by law or judicial or administrative process; the information has been placed at issue in a formal dispute between the employer and the employee or job applicant; the information is used in administering an employee benefit plan or other insurance program; the information is needed by first-aid, safety, or medical personnel for the diagnosis or treatment of an employee who is unable/unwilling to authorize disclosure; for review by the State Worker's Compensation Board or the State Unemployment Security Division in determining a pending claim; or the information is compelled by Federal officials investigating compliance with the Americans With Disabilities Act.

VIII. SUBCONTRACTORS AND VENDORS

Subcontractors, sub-tiered contractors vendors and their employees shall be requested to cooperate with this policy in achieving a drug and alcohol free workplace.

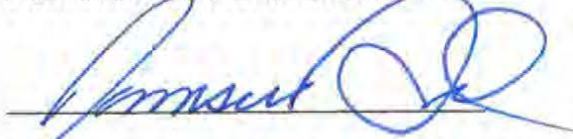
XIV. POLICY AMENDMENTS

Amendments to this policy may be issued to comply with project owner requirements, state or local laws, or federal contract requirements with proper written notification to the union. . The employer agrees that the grievance procedure contained in the applicable individual craft Labor Agreement shall apply for dispute resolution relative to this policy.

Approved by the organizations listed below, this 1st day of August, 2024.

FOR THE LOCAL UNION # 26

FOR THE NEVADA ASSOCIATION
MECHANICAL CONTRACTORS





Sheet Metal Workers Local Union # 26

Nevada Association Mechanical Contractors

Adopted by the Undersigned employer on this _____ day of _____, 2024.

Company: _____ By _____

APPENDICES

Sheet Metal Workers

Drug and Alcohol Policy

APPENDICES

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Appendix A
Notice To Employees
Drug and Alcohol Policy

EMPLOYEE ACKNOWLEDGMENT OF DRUG AND ALCOHOL POLICY REVISION

I acknowledge that I have received a copy of the company's revised Drug and Alcohol Policy, effective October 10, 2002. I have read the Policy in its entirety and will comply with its requirements.

Date

Employee Name (Please Print)

Employee Signature

Parent/Guardian Signature

Sheet Metal Workers

REASONABLE SUSPICION REPORT

When requesting a drug or alcohol test, the company's representative must complete this form.

1. Name of Employee: _____
2. Position: _____
3. Date of Incident: _____
4. Time of Incident: _____
5. State objective evidence of reasonable suspicion to believe employee is in possession of, using, or under the influence of drugs and/or alcohol (physical evidence should be retained and stored):

6. Protocol for requesting drug and alcohol testing:
 - a. Attempt to have another Supervisor corroborate your observation. Inform employee that he/she is entitled to representation by a union steward or business representative during the reasonable suspicion interview process. A union steward or business representative must be available to attend the reasonable suspicion interview within forty-five (45) minutes after being notified.
 - b. Contact the Alcohol and Drug Program Manager (or designee) or Owner (or designee) to review evidence and approve testing if appropriate.
7. Call employee into office and present employee with accusation and evidence.
8. Employee's response (investigate where appropriate):

9. Inform employee of the policy on drugs and alcohol.
10. Request employee to submit to drug and alcohol testing:
 - a. If employee agrees, have employee sign testing release and follow procedure for collecting sample.
 - b. If employee refuses to submit to testing:
 - 1) Ask employee for reason(s) why employee refuses to submit to drug and alcohol testing:
Employee's Response: _____

 - 2) Inform employee that the policy requires employee to consent to testing and that refusal is grounds for disciplinary action up to and including termination.
 - 3) Again request employee to consent to drug and alcohol testing.
 - a) If employee agrees, have employee sign testing release and follow procedure for collecting sample.
 - b) A management team member will arrange transportation and accompany the employee to the collection site, stay in the waiting room until notified that the collection has been completed and then arrange transportation home for the employee.
 - c) If employee still refuses, inform employee that he/she is suspended pending the company's decision on the matter. Request employee to sign refusal to test form.
11. After sample collection, inform employee that he/she is on investigative suspension pending test results and the company's decision on the matter.
12. In cases where the employee is suspected of being under the influence of drugs and/or alcohol, arrange transportation (i.e., taxi) home for the employee. If the employee refuses transportation, attempt to persuade the employee to change his/her mind. Do not detain or physically restrain the employee. In cases where the employee refuses transportation and the employee's condition suggests that the employee presents a potential or actual safety risk to themselves or other drivers, notify the police. Inform the employee that you intend to call the police unless the employee accepts transportation. Seek corroborating witnesses to verify employee's refusal of transportation.

Sheet Metal Workers

EMPLOYEE RESPONSE FORM

REFUSAL TO TEST

I acknowledge that the company has requested that I submit to drug and alcohol testing pursuant to its Drug and Alcohol Policy. I further understand that I have previously received a copy of the Company's Drug and Alcohol Policy.

I understand that the testing is voluntary on my part, that I may refuse to submit, and that such refusal will be grounds for disciplinary action up to and including termination.

I further understand that the test results may be released to the company and the results will be used as grounds for disciplinary action up to and including termination.

With full knowledge of the foregoing, I hereby refuse to submit to drug and alcohol testing.

Employee's Signature

Date

Immediate Supervisor/Alcohol And Drug Program Manager

Date

Witness

Date

Sheet Metal Workers

EMPLOYEE RESPONSE FORM

AGREEMENT TO TEST

I acknowledge that the company has requested that I submit to drug and alcohol testing pursuant to its Drug and Alcohol Policy. I further understand that I have previously received a copy of the Company's Drug and Alcohol Policy.

I understand that the testing is voluntary on my part, that I may refuse to submit, and that such refusal will be grounds for disciplinary action up to and including termination.

I further understand that the test results may be released to the company and the results will be used as grounds for disciplinary action up to and including termination.

With full knowledge of the foregoing, I hereby agree to submit to drug and alcohol testing by the Company-selected medical clinics and/or laboratories.

Employee's Signature

Date

Immediate Supervisor/Alcohol And Drug Program Manager

Date

Witness

Date

Sheet Metal Workers

RETURN TO DUTY POLICY FOR VIOLATIONS REQUIRING REHABILITATION

I understand that my continued employment shall be conditioned upon the following:

1. I accept admission to a treatment program.
2. I will comply with all of the program requirements to their successful completion.
3. I will provide a negative drug/alcohol test to return to work.
4. I agree during the treatment period and after my return to work that I will submit to return to duty/follow-up drug/alcohol testing to confirm my successful participation in chemical dependency treatment.
5. I agree to attend the recommended number of aftercare sessions weekly for the duration of the policy requirements. I understand the program/treatment provider will submit monthly progress reports to the Company's Alcohol and Drug Program Manager to inform him/her of my ongoing compliance and participation.
6. I agree to attend the recommended number of meetings of self-help groups for the duration of the policy requirements. I understand I will need to have my attendance verified by the chairman/secretary's signature and submit the list to the Company's Alcohol and Drug Program Manager on a monthly basis for review.
7. I understand that, upon return to the workplace, I must meet all established standards of conduct and job performance and that I will be subject to the company's disciplinary procedures for any failure to meet the standards.
8. I understand that I will be subject to these requirements until I have completed at least one year of work. Upon completion of one year of work, the Company will review my program compliance and determine if the terms will be removed, modified or sustained. With proper written authorization from the employee at least 72 hours in advance, a Local Union # 26 representative can participate in the compliance review.

9. I UNDERSTAND AND AGREE THAT MY REINSTATEMENT AND EMPLOYMENT ARE CONTINGENT UPON MY SATISFACTORILY MEETING ALL OF THE ABOVE TERMS AND THAT MY FAILURE TO DO SO SUBJECTS ME TO IMMEDIATE TERMINATION OF MY EMPLOYMENT. NO ORAL REPRESENTATION TO THE CONTRARY HAS BEEN MADE TO ME, AND I FURTHER UNDERSTAND THAT NO EMPLOYEE OF THE COMPANY IS AUTHORIZED TO MAKE ANY SUCH REPRESENTATION.

Authorized Company Representative

Date

Employee

Date

Sheet Metal Workers

RETURN TO DUTY POLICY FOR VIOLATIONS NOT REQUIRING REHABILITATION

I understand that my continued employment shall be conditioned upon the following:

1. I will provide a negative drug/alcohol test to be able to return to work.
2. I agree to submit to return to duty/follow-up drug/alcohol testing to confirm my future compliance with the drug free workplace policy.
3. I understand that upon return to the workplace I must meet all established standards of conduct and job performance and that I will be subject to the disciplinary procedures for any failure to meet the standards.
4. I understand that I will be subject to the terms of this policy until I have completed at least one year of work. Upon completion of one year of work, the Company will review my program compliance and determine if the terms of this policy will be removed, modified or sustained. With proper written authorization from the employee at least 72 hours in advance, a Local Union # 26 representative can participate in the compliance review.
6. I UNDERSTAND AND AGREE THAT MY REINSTATEMENT AND EMPLOYMENT ARE CONTINGENT UPON MY SATISFACTORILY MEETING ALL THE ABOVE TERMS AND THAT MY FAILURE TO DO SO SUBJECTS ME TO IMMEDIATE TERMINATION OF MY EMPLOYMENT. NO ORAL REPRESENTATION TO THE CONTRARY HAS BEEN MADE TO ME, AND I FURTHER UNDERSTAND THAT NO EMPLOYEE OF THE COMPANY IS AUTHORIZED TO MAKE ANY SUCH REPRESENTATION.

Authorized Company Representative

Date

Employee

Date

POLICY DEFINITIONS

A. "Illegal Drugs" means any controlled substance or drug, the sale, possession or consumption of which is illegal. The term includes prescription drugs not legally obtained and prescription drugs not being used in the manner, combination or quantity prescribed.

B. "Legal Drugs" include prescription drugs and over-the-counter drugs which have been legally obtained and are being used in the manner, combination or quantity for which they were prescribed or manufactured.

C. "Positive Alcohol/Drug Test" means, for the purpose of this policy, that the employee has ingested a drug(s) which causes the employee's drug threshold level to be above the Federal Department of Health and Human Services (DHHS) guidelines. An employee whose alcohol level is .04 or greater is considered to be in violation of the policy.

D. "Reasonable Suspicion" means **a)** that the employee has been involved in a workplace accident or an incident resulting in personal injury or damage to company property, or work-place circumstances which could have resulted in personal injury or damage to company property, and a supervisory employee has reasonable suspicion to believe that the employee's acts or omissions contributed to the occurrence or severity of the accident, incident or circumstances; **b)** behavioral conduct of an employee currently affected by alcohol, drugs or a controlled substance, based upon specific personal observations of the supervisor concerning behavior, speech, or body odors; or circumstances which could indicate that the employee is reporting to work in other than a sober and reliable state, free from the effects of alcohol or drugs; or **c)** evidence of other specific contemporaneous physical, behavioral or performance indicators of probable substance abuse or circumstances. When possible, two supervisors, one with training in detecting the indicators of alcohol and substance abuse, shall substantiate and concur in the decision to test.

E. "Company Property" means all real or personal property owned, leased or otherwise under the control of the employee. This includes, but is not limited to, buildings, facilities, vehicles, offices, parking lots, desks, cabinets, lockers, closets, etc.

F. "Contraband" means any items such as illegal drugs, drug paraphernalia or other related items whose possession is prohibited under Nevada Revised Statutes (NRS) 453.554.

G. "Random Testing" means each employee has an equal chance to be selected for a test each time a random selection occurs. Random testing is unannounced and spread reasonably through the calendar year.

H. "Adulterated Test" means a sample that contains a substance that is not expected to be in human urine or contains a substance expected to be present, but is at a concentration so high that it is not consistent with human urine.

"Substituted Test" means a sample with creatinine and specific gravity values that are so diminished that they are not consistent with hum