

# AGREEMENT

BETWEEN

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

AND

INTERNATIONAL ASSOCIATION OF  
SHEET METAL, AIR, RAIL AND  
TRANSPORTATION WORKERS'  
LOCAL UNION NO. 124  
OKLAHOMA CITY, OK



EFFECTIVE JULY 1, 2023 THRU JUNE 30, 2027

## STANDARD FORM OF UNION AGREEMENT

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

Agreement entered into this 1st day of July, 2023, by and between SHEET METAL CONTRACTORS' ASSOCIATION OF OKLAHOMA, INC., and each business establishment individually, whether represented by the Contractors' Association or not, hereinafter referred to as the Employer, and LOCAL UNION NO. 124 OF INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL AND TRANSPORTATION WORKERS', hereinafter referred to as the Union for: Alfalfa, Beaver, Beckham, Blaine, Caddo, Canadian, Carter, Cimarron, Cleveland, Coal, Comanche, Cotton, Custer, Dewey, Ellis, Garfield, Garvin, Grady, Grant, Greer, Harmon, Harper, Hughes, Jackson, Jefferson, Johnston, Kay, Kiowa, Kingfisher, Lincoln, Logan, Love, Major, Marshall, McClain, Murray, Noble, Oklahoma, Payne, Pontotoc, Pottawatomie, Roger Mills, Seminole, Stephens, Texas, Tillman, Washita, Woods and Woodward Counties of the State of Oklahoma.

#### 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 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'. (See Addendum No. 2.)

#### ARTICLE II

SECTION 1. No Employer shall subcontract or assign any of the work described herein which is to be performed at a job site to any contractor, subcontractor or other person or party who fails to agree in writing to comply with the conditions of employment contained herein including, without limitations, those relating to union security, rates of pay and working conditions, hiring and other matters covered hereby for the duration of the project.

SECTION 2. Subject to other applicable provisions of 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, Classified Journeypersons, Apprentices and Pre-Apprentices shall be employed on any work described in Article I and further, for the purpose of proving jurisdiction, agrees to provide the Union with written evidence of assignment on the Employer's letterhead for certain specified items of work to be performed at a job site prior to commencement of work at the site. 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. (See Addendum No. 22.)

### ARTICLE IV

SECTION 1. The Union agrees to furnish upon request by the Employer, duly qualified Journeypersons, Classified Journeypersons, Apprentices and Pre-Apprentices 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. (See Addendum No. 3.)

### 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. (See Addendum No. 27.)

SECTION 2. 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 ten (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. This section does not apply if a signatory contractor of this agreement is also party to another union agreement and a conflict arises over labor jurisdiction, the local area practice shall be the determining factor to settle any conflicts.

SECTION 3. 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 4. 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 5. The Employer agrees to deduct the appropriate amount for dues, assessments 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 tenth (10th) day of each month, the Employer shall remit to the designated financial officers of the International Association of Sheet Metal, Air, Rail and Transportation Workers' Local Union 124 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. (See Addendum No. 8, 15, 16, 20 and 23.)

## ARTICLE VI

SECTION 1. The regular working day shall be as provided for in Addendum No. 4.

If mutually agreed between the Employer and the employee, Saturday to be used as a "Make-up Day" for time lost due to inclement weather. Inclement weather cannot be used as loss of overtime wages. The Union must be notified that the agreement has been made.

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

SECTION 2. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day or days locally observed as such and Sunday shall be recognized as holidays. When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday, and when the holiday falls on Sunday, the following Monday shall be observed as the holiday. (See Addendum No. 4, Section 4 and Section 9.)

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. (See Addendum No. 5.)

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 local provided. (See Addendum No. 6.)

## ARTICLE VII

SECTION 1. When employed in a shop or on a job within the limits as specified in Addendum No. 7, 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 Employer shall provide, or pay, for all necessary additional transportation during working hours.

SECTION 2. When employed outside of the limits specified in Addendum No. 7 and within the jurisdiction of the Union, employees shall provide transportation for themselves which will assure their arrival at the limits specified in Addendum No. 7 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 Addendum No. 7.

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 for 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 a sheet metal Journeyman 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 specified in Addendum No. 8 except as 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 Journeymen, Classified Journeymen, Apprentices and/or Pre-Apprentices within the jurisdiction of this Union, or elsewhere, for erection and/or installation within the jurisdiction of any other collective bargaining areas or local unions affiliated with International Association of Sheet Metal, Air, Rail and Transportation Workers', whose established wage scale is higher than the wage scale specified in this Agreement, the higher wage scale of the job site Union shall be paid to the employees employed on such work in the home shop or sent to the job site.

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 rings

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 Section 2 and 6 of this Article, the Employer agrees that a sheet metal Journeyman hired outside of 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. Sheet metal Journeymen 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 that 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 temporarily employed 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 in cash or check in the shop or on the job at or before quitting time on Friday of each week, and no more than five (5) days' pay will be withheld. However, employees when discharged, shall be paid in full. (See Addendum No. 8, Sections 8 and 11.)

SECTION 10. Journeypersons, Classified Journeypersons, Apprentices and Pre-Apprentices who report to work by direction of the Employer and are not placed at 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) sheet metal Journeyperson 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 sheet metal Journeyperson.

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 skill 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) Effective July 1, 2014, the Employer shall pay twelve cents (\$0.12) per hour worked to the Sheet Metal and Air Conditioning Contractors' National Industry Fund of the United States (IFUS). Payment shall be made on or before the tenth (10th) 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 Sheet Metal Industry Fund of Western Oklahoma, Inc., as provided in Addendum No. 18.

(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-Chairman 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 the Sheet Metal Industry Fund of Western Oklahoma for each hour worked in accordance with Addendum No. 18, the hourly contribution rate established by the trustees of such local industry fund. The trustees of the local industry fund shall notify the local union of any changes to the established contribution rate prior to such change becoming effective. The Employer shall contribute said amount 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 monthly on or before the tenth (10th) day of the succeeding month. (See Addendum No. 18, Section 1.)

(c) The local industry fund shall furnish to the Business Manager of Local Union No. 124, 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 Local Union No. 124 upon his written request.



(d) Grievances concerning use of local industry fund monies to which an Employer shall contribute for purpose prohibited under Section 13(a) or for violations of other subsections of this Section shall be handled under the provision 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 will contribute to the International Training Institute for the Sheet Metal and Air Conditioning Industry (ITI) twelve cents (\$0.12) per hour for each hour worked by each employee of the Employer covered by this Agreement. Payment shall be made on or before the tenth (10th) day of the succeeding month and shall be remitted as designated by the Trustees of the ITI, to be transmitted electronically.

Effective as of the date of this Agreement, the Employers will contribute to the National Energy Management Institute Committee (NEMIC), a jointly administered trust fund, three cents (\$0.03) per hour for each hour worked by each employee of the Employer covered by this Agreement. Payment shall be made on or before the tenth (10th) day of the succeeding month and shall be remitted as designated by the Trustees of NEMIC, to be transmitted electronically.

Effective as of the date of this Agreement, the Employers will contribute to the Sheet Metal Occupational Health Institute Trust (SMOHIT) two cents (\$0.02) per hour 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. Payment shall be made on or before the tenth (10th) day of the succeeding month and shall be remitted as designated by the Trustees of the Institute, to be transmitted electronically.

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

The parties agree to be bound by, and act in accordance with, the respective Plan Documents, Agreements and Declarations of Trusts and/or Trust Documents establishing or governing the International Training Institute for the Sheet Metal and Air Conditioning Industry, the National Energy Management Institute Committee, the Sheet Metal Occupational Health Institute Trust, and the Industry Fund of the United States and to the extent that this Agreement requires contributions to the following funds, the Sheet Metal Workers' National Pension Fund, National Stabilization Agreement of the Sheet Metal Industry Trust Fund, 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.

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 (See Addendum No. 15, Section 2, Paragraph 2) days notice of such delinquency by the trustees. The withdrawal of such employees from the service of the Employer shall not constitute a violation of any provision of this Agreement.

SECTION 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. (See Addendum No. 15, Section 3.)

(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. (See Addendum No. 15.)

SECTION 18. The Employer and the Union understand that the Sheet Metal Workers' National Pension Fund ("NPF" or "Fund") has issued a Rehabilitation Plan under the Pension Protection Act of 2006 and may in the future issue a Funding Improvement Plan under the Act. In addition, the NPF's Rehabilitation Plan or Funding Improvement Plan may provide for schedules which must be adopted by new or existing parties to this Agreement.

The parties agree that any schedule described above will be deemed to be adopted automatically if, in accordance with this Agreement, the Union allocates or reallocates a portion of the wage and fringe benefit package, or where the agreement provides for an automatic allocation or reallocation of the wage and fringe benefit package, that is sufficient to cover fully any increases in contribution rates to the pension fund that has issued that schedule.

It is undesirable to pay a surcharge upon pension contributions, or face other undesirable consequences for failure to adopt a schedule. Accordingly, in the absence of a reallocation as provided above, at such time as the pension fund(s) furnishes the Employer and the Union with schedules as provided above, either party may re-open this Agreement upon thirty (30) days written notice to the other, for the purpose of reaching agreement upon the adoption of one of those schedules. During the negotiations, the parties shall give due recognition to the desirability of maintaining pension benefits in light of economic conditions in the local area.

The parties agree further that the schedule described above will become part of this Agreement, and will be incorporated by reference herein, on the date the schedule is adopted or is deemed to have been adopted automatically in accordance with the terms above. The parties will not take any action or actions inconsistent with the NPF's Rehabilitation Plan or Funding Improvement Plan of which the schedules are a part, as modified or amended from time-to-time.

## ARTICLE IX

SECTION 1. Journeypersons, Classified Journeypersons and Apprentices 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. (See Addendum No. 10.)

SECTION 2. Journeypersons, Classified Journeypersons, Apprentices and Pre-Apprentices 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 Employer's 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 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-Chairman 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 accordance 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 20151-1219.

SECTION 7. Failure to exercise the right of appeal at any step thereof within the time limit provided therefor 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. Nothing contained in this Article shall apply to any controversy or dispute arising out of any notice of reopening of this Agreement as provided in Article XVI thereof. (This language inserted in lieu of Section 8 of Article X of the Standard Form of Union 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 NJAB to resolve disputes over the initial establishment or amendment 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, or amendment thereof, have been unsuccessful. Such a dispute shall be submitted to the NJAB 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 of Western Oklahoma (JATC) composed of an equal number of trustees, half of whom shall be selected by the Employer, and half by the Union. There shall be a minimum of four (4) trustees. Said JATC 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 JATC designated herein shall serve for the life of this Agreement, except that vacancies in said JATC 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 JATC.

(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 JATC.

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 JATC will not be used to train Apprentices, Pre-Apprentices, Journeypersons or Classified 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, Pre-Apprentices, Journeypersons and Classified 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 Program, 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 JATC and the JATC shall grant Apprentices on the basis of one (1) Apprentice for each three (3) Journeypersons regularly employed throughout the year. Provided, however, an Employer will not be entitled to a new Apprentice if the Employer has an Apprentice on layoff for lack of work. (See Addendum No. 11.)

SECTION 5. Each Apprentice shall serve an apprenticeship of up to five (5) years, and such Apprentices shall not be in charge of work on any job and shall work under the supervision of a Journeyperson until apprenticeship terms have been completed and they have qualified as Journeypersons.

SECTION 6. A graduated wage scale for Apprentices shall be established and maintained as provided in Addendum No. 8, Section 5.

SECTION 7. The parties will establish on a local basis the Organizing 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 JATC 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 that the cost of any materials used in such training, as well as the costs associated with providing instruction, shall be paid for by the Local JATC Fund. In addition to the OSHA 10/OSHA 30 training mentioned above the Local JATC Fund shall be responsible for providing training in the following areas: Fall Protection, Aerial Platform and Forklift training. Job specific certifications will be at the expense of the contractor. Members will be issued a certification card when they have successfully completed the courses. All apprentices shall complete the above mentioned certifications prior to graduating from apprenticeship program. The above training may be obtained either through the apprenticeship program, through contractor paid classes or through private training paid by the employee.

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, 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 is 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. Parties agree that a Contractor's drug testing program and the JATC Fund drug testing program shall be deemed as satisfactory to conform to the requirements of this paragraph. (See Addendum No. 24.)

### ARTICLE XIII

SECTION 1. It is hereby agreed that the Employer may apply to the JATC, and the JATC 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-Apprentices. Thereafter, the same conditions and ratios shall apply. (See Addendum No. 11, Section 3.)

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 JATC for enrollment. (See Addendum No. 11, Section 3.)

Pre-apprentices shall be enrolled as applicants for future openings in the apprenticeship program. The JATC shall evaluate the qualifications of a Pre-Apprentice 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. (See Addendum No. 11, Section 3.)



The wage scale for pre-apprentice shall be a minimum of thirty percent (30%) of the wage for sheet metal Journeypersons. Health and welfare coverage shall be arranged on behalf of the pre-apprentice by the parties. (See Addendum No. 11, Section 3.)

Pension contributions will be paid on all hours worked beginning with the first payroll period after ninety (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. (See Addendum No. 11, Section 3.)

#### ARTICLE XIV

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

- A. One (1) Classified Journeyperson for any Employer who employs an Apprentice;
- B. Two (2) Classified Journeypersons for any Employer who employs at least three (3) Apprentices;
- C. Thereafter, the ratio will be one (1) Classified Journeyperson for each additional three (3) Apprentices employed.

Classified Journeypersons 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 Journeypersons will not be less than eighty percent (80%) of the Journeyperson wage rate. Classified Journeypersons will receive the same benefits as a Journeyperson.

In the event the Employer is entitled to employ a Classified Journeyperson and the Union fails to comply with the Employer's written request to furnish a Classified Journeyperson within forty-eight (48) hours, the Employer may directly hire such employees and refer them to the Union. (See Addendum No. 11, Section 5 for ratios and wage rates.)

#### 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 all Addendums attached hereto shall become effective on the 1st day of July, 2023, and remain in full force and effect until the 30th day of June, 2027, 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.

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.

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.

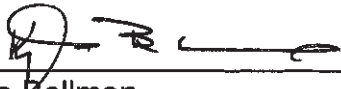
SECTION 4. Each Employer hereby waives any right it may have to repudiate this Agreement during the term of this Agreement, or during the term of any extension, modification or amendment of this Agreement.

SECTION 5. By execution of the Agreement the Employer authorizes Sheet Metal Contractors' Association of Oklahoma 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 dates of the Agreement.

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

SHEET METAL CONTRACTORS'  
ASSOCIATION OF WESTERN  
OKLAHOMA, INC.

Representing the Contractors  
as Chairman of the  
Negotiating Committee:

By   
\_\_\_\_\_  
Kyle Bellmon  
Chairman

Nathan Dills  
Negotiating Committee Member

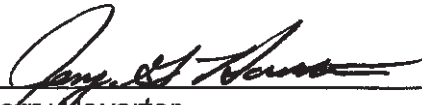
Michael Clark  
Negotiating Committee Member

Juergen Daniel  
Negotiating Committee Alternate

Lon Fett  
Negotiating Committee Alternate

SHEET METAL, AIR, RAIL AND  
TRANSPORTATION WORKERS'  
LOCAL UNION NO. 124

Representing the Union  
as Chairman of the  
Negotiating Committee:

By   
\_\_\_\_\_  
Jerry Hovarter  
Chairman

Chris Lloyd  
Negotiating Committee Member

Leon (Hank) Reaves  
Negotiating Committee Member

Floyd Williams  
Negotiating Committee Alternate

Mike Watson  
Negotiating Committee Alternate

INDIVIDUAL CONTRACTOR:

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
AUTHORIZED SIGNER (PRINT)

\_\_\_\_\_  
TITLE/POSITION

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

SHEET METAL WORKERS'  
LOCAL UNION NO. 124

\_\_\_\_\_  
Jerry Hovarter  
Business Manager

ADDENDUM INDEX

		PAGE
ADDENDUM NO. 1	Management Provisions Purpose and Intent . . . . .	1A
ADDENDUM NO. 2	Sketches and Drawings . . . . .	1A
ADDENDUM NO. 3	Furnishing Workmen and Terms of Employment . . . . .	1A
ADDENDUM NO. 4	Hours of Work . . . . .	2A
ADDENDUM NO. 5	Overtime Work Notification . . . . .	3A
ADDENDUM NO. 6	Shift Time . . . . .	3A
ADDENDUM NO. 7	Free Zone, Travel and Subsistence . . . . .	4A
	Jurisdictional Map . . . . .	25A
ADDENDUM NO. 8	Wages, Vacation Fund, Capital Improvement Fund and Organizing Fund Provisions . . . . .	6A
ADDENDUM NO. 9	Employer's Place of Business . . . . .	8A
ADDENDUM NO. 10	Tools, Etc. . . . .	8A
ADDENDUM NO. 11	Apprentice/Pre-Apprentice/Classified Journeyman Provisions . . . . .	9A
ADDENDUM NO. 12	Business Representative's Access To Shop and Field Projects . . . . .	13A
ADDENDUM NO. 13	Shop Steward . . . . .	13A
ADDENDUM NO. 14	Foreman Provision . . . . .	13A
ADDENDUM NO. 15	Collection Procedure and Bond for Fringe Benefits . . . . .	14A
ADDENDUM NO. 16	Vacation Fund Provisions . . . . .	16A
ADDENDUM NO. 17	Health and Welfare Fund . . . . .	17A
ADDENDUM NO. 18	Industry Fund and Local Apprentice Training Fund . . . . .	18A
ADDENDUM NO. 19	Pension Fund Provisions . . . . .	19A
ADDENDUM NO. 20	Targeted Areas for Work Recovery . . . . .	20A
ADDENDUM NO. 21	Special Agreements . . . . .	21A
ADDENDUM NO. 22	Work to be Reported . . . . .	21A
ADDENDUM NO. 23	Future Fringe Benefits . . . . .	21A
ADDENDUM NO. 24	Substance Testing Policy . . . . .	21A
ADDENDUM NO. 25	Non-Discrimination . . . . .	24A
ADDENDUM NO. 26	Owner/Member . . . . .	24A
ADDENDUM NO. 27	Membership . . . . .	24A
WAGE AND BENEFITS	Journeyman . . . . .	26A
WAGE AND BENEFITS	Classified Journeyman . . . . .	27A
WAGE AND BENEFITS	First and Second Year Apprentices . . . . .	28A
WAGE AND BENEFITS	Third, Fourth and Fifth Year Apprentices . . . . .	29A
WAGE AND BENEFITS	First and Second Year Pre-Apprentices . . . . .	30A

ADDENDUM NO. 1  
ARTICLE I, SECTION 1  
MANAGEMENT PROVISIONS - PURPOSE AND INTENT

SECTION 1. The purpose of the Employer and the Union in entering into this Labor Agreement is to set forth certain conditions, in order to promote orderly and peaceful relations with the employees, to achieve uninterrupted operations in the shops, and in the field, and to achieve the highest level of employee performance consistent with safety, good health and sustained effort.

The Employer and the Union encourage the highest possible degree of friendly, cooperative relationships between their respective representatives at all levels and with and between all employees.

SECTION 2. The Employer, in the exercise of the functions of management, reserves the exclusive right to manage the company business, whether it be proprietorship, or corporation, and to assign and direct the work in the company shop, or shops, at any and all project sites, in accordance with the company's best interest; and, the functions of management shall include but not be limited to: (1) The right of the Employer in his or her discretion, in whole or in part, to diminish operations, increase or change productive equipment, or to accomplish other changes, as circumstances require is recognized by the parties hereto; (2) The management of the business, and/or shops, and direction of the working forces, including the right to hire, suspend, transfer, discharge or reprimand, and the right to relieve employee from duty because of lack of work, or causes other than membership or nonmembership in the Union, is vested in the management, subject to the provisions of this Agreement; (3) The management rights stated above are entirely exempt from complaint by the Union, except those covered in the Standard Form of Union Agreement, as amended herein by pertinent addenda, a part of this Agreement.

SECTION 3. It has been agreed upon notwithstanding any other provisions of this Agreement, the Employer shall have the right to take any and all actions necessary to comply with Federal laws and regulations set forth in proposal documents by users of construction services, with respect to providing equal employment opportunity.

ADDENDUM NO. 2  
ARTICLE I, SECTION 1  
SKETCHES AND DRAWINGS

SECTION 1. It is hereby agreed between the Employer and the Union, that all shop and field sketches, including CAD drawings, used in fabrication and erection, including those taken from original architectural and engineering drawings, or field sketches, as well as project estimation/management are outside the scope of the provisions of Article I, Section 1, of this Agreement, and shall be accomplished in accordance with the Employers' assignment of work responsibility, in the company's best interest.

ADDENDUM NO. 3  
ARTICLE IV, SECTION 1  
FURNISHING WORKMEN AND TERMS OF EMPLOYMENT

SECTION 1. The Union agrees to furnish, within three (3) calendar days, excluding Saturday, Sunday and holidays, upon request by the Employer, duly qualified sheet metal

Journeypersons 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.

The Union shall be the sole and exclusive source of referrals of applicants for employment. No employee is to be hired by an Employer without a signed referral from the Union Office.

It is the responsibility of the employee to have and maintain all required licenses, permits, certifications and training necessary for the performance of work on a project, to the municipality to which the employee is dispatched. If the employee is transferred to another job in a municipality where he does not hold the proper licenses, the contractor shall bare the initial cost of such licenses and the employee shall be responsible for any required renewals. It is further agreed that maintaining required licensing is a condition of employment. If an employee is dispatched to an Employer and fails to provide adequate documentation as to a state journeyperson or apprentice license, valid driver's license and proof of citizenship, that employee shall not receive two (2) hours show up pay.

When any sheet metal worker separates employment from an Employer, they shall be given an Employee Separation Form stating the reason for such separation. These forms shall be furnished by the Union. A copy shall be sent electronically to the Local Union Office by the end of the day in which separation occurs.

ADDENDUM NO. 4  
ARTICLE VI, SECTION 1  
HOURS OF WORK

SECTION 1. The regular working day shall consist of eight (8) hours labor in the shop or on the job between 6:00 a.m. and 6:00 p.m. with eight (8) consecutive hours of work during this period of time, with one-half hour lunch break; the starting time will be at the Employer's discretion. The employee shall abide by the Employers' rules regarding paid breaks. The Union will be notified by telephone as soon as possible prior to the early starting time of 6:00 a.m. or the late starting time of 9:30 a.m., then written notice will follow to the Union dated and signed by the Employer giving the employee's name. The employees involved will be given as much notice as possible of the early or late starting time, and will be notified no later than quitting time the previous day before the early or late starting time will become effective.

Example: Early starting time of 6:00 a.m. to 2:30 p.m. or late starting time of 9:30 a.m. to 6:00 p.m., including one half (½) hour for lunch.

SECTION 2. During the periods of extreme heat of summer, these hours may be changed to an earlier time, to escape the heat of the day, but this Section shall in no way be construed to mean, or to cover, "Shift Time", outlined otherwise herein.

SECTION 3. If required to maintain the project schedule or per contractors contract with owner or general contractor, Saturday may be used as a "Make-up Day" for time lost due to inclement weather. This may apply to any worker on any job who does not have his forty (40) hours for the pay period. Inclement weather cannot be used as loss of overtime wages. The Union shall be notified by the foreman on site that a makeup day is required.

SECTION 4. All overtime performed during regular work week shall be paid at one and one-half (1 ½) times the regular rate of pay, and the only double time that shall be paid will be that which is performed from midnight Saturday to 6:00 a.m. Monday and work done on holidays. All other overtime will be at time and one-half the regular rate of pay.

SECTION 5. Where conditions and feasibility permit, and it is mutually agreed between Employer and employee, an employee or employees may work four (4) consecutive ten (10) hour days between 6:00 a.m. and 6:00 p.m. Monday through Friday. This will be done on a week-to-week basis and can be changed back if conditions or feasibility change.

SECTION 6. Employees shall be notified of lay-off at least thirty (30) minutes before quitting time, or they shall be paid two hours' show-up pay the following day to pick up their tools.

SECTION 7. If an employee works scheduled overtime and takes off by their own choice after the overtime work during the same pay period, they do not receive overtime pay for the number of hours taken off regular time, unless the time taken is due to a doctor visit, family bereavement leave, jury duty or family medical emergency. The employee shall provide documentation for verification of lost time.

SECTION 8. Paid time for trip to doctor for first treatment on day of injury if employee returns to work after treatment.

SECTION 9. Employees shall be allowed to work four (4) ten (10) hour days during a holiday week at regular rate of pay, if both the Employer and employee agree.

ADDENDUM NO. 5  
ARTICLE VI, SECTION 3  
OVERTIME WORK NOTIFICATION

SECTION 1. The Employer or his representative agrees to notify the Union, or the shop steward, of any scheduled overtime work, the location of the work, and as nearly as possible the name of the sheet metal worker assigned to perform the overtime work. It is understood that scheduling of overtime on a continuing basis will not be done in times of high unemployment, except in cases of extreme emergency.

SECTION 2. It is understood and agreed that preference to overtime work and holiday work shall be given to employees already involved on that particular job, whether it is in the shop or in the field. If additional employees are needed on this project, they will be chosen on a rotation basis, so as to equalize such work as nearly as possible. No work shall be scheduled on Labor Day except in cases of dire emergency; then only after prior approval of the Business Manager of the Sheet Metal Workers' Local Union No. 124.

ADDENDUM NO. 6  
ARTICLE VI, SECTION 4  
SHIFT TIME

SECTION 1. This shift time provision may be used when a minimum of five (5) days of work is provided. When the employee begins a work shift after 12:00 noon and completes it before 8:00 a.m., the employee shall be paid shift time of an additional fifteen

percent (15%) above the regular rate of pay. In the event a third shift is required, it shall begin after the second shift ends, and the rate of pay shall be an additional twenty-five percent (25%) above the regular rate of pay.

SECTION 2. This section shall not apply to Saturdays or holidays. No employee shall work shift time and regular time in the same twenty-four (24) hour day in home shop or any other shop or job; and, not more than eight (8) hours can be worked in one shift, unless the overtime rate of one and one-half (1 ½) times the shift rate of pay is paid for the hours worked in addition to the eight (8) hours referred to as "Shift Time". The twenty-four (24) hour period, as stated in shift-time clause, will be from 8:00 a.m. one day to 7:59 a.m. the following day, and there will be at least a six (6) hour lapse of time between any shift to be performed by an employee, and no employee shall suffer loss of time in a forty (40) hour week to perform shift work.

ADDENDUM NO. 7  
FREE ZONE, TRAVEL AND SUBSISTENCE

SECTION 1. It is understood and agreed that for the purpose of identifying travel within Local 124's jurisdiction the following conditions shall apply:

(a) When employed in a shop or on a job within the Green Counties (see Jurisdiction map), employees shall be governed by the regular working hours 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. The Employer shall provide or pay for all necessary additional transportation during working hours at the current established mileage rate according to the IRS.

(b) The Employer shall pay the established wage rate plus subsistence as indicated on the travel map when working outside of Green Counties on the jurisdiction map, defined as follows: For Contractors within the Green Counties, the starting point of reference shall be the Federal Building located at 301 NW 6th Street in Oklahoma City, Oklahoma. See jurisdictional map on page 25A.

**Employee Furnished Transportation:**

These rates are based on the employee traveling on his or her own time, reporting to the project site at the start of the workday and working until the end of the workday.

**Green Counties - Free:**

Canadian, Cleveland, Grady, Kingfisher, Lincoln, Logan, McClain, Oklahoma and Pottawatomie Counties

**Yellow Counties - \$50.00 a Day:**

Blaine, Caddo, Comanche, Custer, Garfield, Garvin, Kiowa, Major, Murray, Noble, Payne, Pontotoc, Seminole, Stephens and Washita Counties

**Blue Counties - \$85.00 a Day:**

Alfalfa, Carter, Coal, Cotton, Dewey, Grant, Hughes, Jefferson, Johnston, Kay, Love, Marshall, Tillman, Woods and Woodward Counties



**Red Counties - \$100.00 a Day:**

Beaver, Beckham, Cimarron, Ellis, Greer, Harmon, Harper, Jackson, Roger Mills and Texas Counties

**Employer Furnished Transportation:**

These rates are based on the employee being provided adequate transportation by the Employer to and from the project location. When work is performed in Blue Counties, if the journey is more than one hundred and twenty (120) miles one way, meals and lodging must be mutually agreed upon prior to beginning work. When work is performed in Red Counties, per diem is paid whether Employer provides transportation or employee provides his or her own transportation.

**Green Counties - Free:**

Canadian, Cleveland, Grady, Kingfisher, Lincoln, Logan, McClain, Oklahoma and Pottawatomie Counties

**Yellow Counties - Free:**

Blaine, Caddo, Comanche, Custer, Garfield, Garvin, Kiowa, Major, Murray, Noble, Payne, Pontotoc, Seminole, Stephens and Washita Counties

**Blue Counties - Free\*:**

Alfalfa, Carter, Coal, Cotton, Dewey, Grant, Hughes, Jefferson, Johnston, Kay, Love, Marshall, Tillman, Woods and Woodward Counties

*\*If mileage is more than one hundred and twenty (120) miles one way, then this must be mutually agreed upon (see above description)*

**Red Counties - \$100.00 per day:**

Beaver, Beckham, Cimarron, Ellis, Greer, Harmon, Harper, Jackson, Roger Mills and Texas Counties

(c) If a Journeyperson, Classified Journeyperson, Apprentice or Pre-Apprentice has maintained a permanent place of residence for at least thirty (30) days prior to the bid date, said residence may be substituted as the Free County for the purpose of calculating travel pay and subsistence. Neighboring counties within one county will be considered free.

(d) If a Contractor's place of business is in a county other than Oklahoma County, that county shall become the Free County for the purpose of calculating travel pay and subsistence. Neighboring counties within one county shall be considered Green Counties or Free Counties. The next layer of counties shall become the Yellow Counties, the second layer of counties shall become the Blue Counties and the remaining counties shall be considered Red Counties. The starting point of reference shall be the County Courthouse of record for mileage outside of their Free County.

(e) When subsistence is required to be paid, it shall be paid for each day of work.

(f) When an employee is required to travel outside the home jurisdiction, the employee shall receive a full day's pay of eight (8) hours for each day spent traveling. Mileage shall be paid from the federal courthouse to and from the actual jobsite at the current IRS mileage rate. In addition, lodging and meals shall be paid for by the Employer.

(g) When lodging and meals are paid, the employee must turn in all receipts with their timesheet for that week. Failure to do so shall result in non-payment.

(h) Travel and subsistence in accordance with the contract shall be agreed to by the employee and the Employer when an employee is sent to a job the first time. However, if at a later date it is determined that an employee is entitled to travel and/or subsistence beyond that which was agreed upon, it shall be paid to him or her, but in no case will it be retroactive.

(i) On jobs where free parking is not available within one-half (1/2) mile of the work site, the Employer will arrange for employee parking or will reimburse the actual cost for parking or a maximum of ten dollars (\$10.00) per day. Employees must present a valid receipt with their weekly timesheet to be reimbursed for their parking expenses.

SECTION 2. No provision is made for "job-site-shops" to be established in order to avoid payment of travel and subsistence allowances.

SECTION 3. Any time an employee is required to move their tools from job to job in their own vehicle during a work day they shall receive their regular pay plus the mileage rate established by the IRS, with a minimum of ten dollars (\$10.00) per day on days a move is made. This will not apply where multiple projects are on a College Campus, Business Campus, Medical Campus or Military Base. See Section 1 (d) of this Addendum for established rate.

ADDENDUM NO. 8  
ARTICLE VIII, SECTION 1  
WAGES, VACATION FUND, CAPITAL IMPROVEMENT FUND  
AND ORGANIZING FUND PROVISIONS

SECTION 1. Effective July 1, 2023, the basic hourly taxable wage rate for a Sheet Metal Journeyman shall be thirty-five dollars and thirty-eight cents (\$35.38) per hour worked. Effective January 1, 2024, the basic hourly taxable wage rate for a Sheet Metal Journeyman shall be thirty-six dollars and fifty-six cents (\$36.56) per hour worked. Effective July 1, 2024, the basic hourly taxable wage rate for a Sheet Metal Journeyman shall be thirty-seven dollars and fifteen cents (\$37.15) per hour worked. Effective January 1, 2025, the basic hourly taxable wage rate for a Sheet Metal Journeyman shall be thirty-seven dollars and seventy-four cents (\$37.74) per hour worked. Effective July 1, 2025, the basic hourly taxable wage rate for a Sheet Metal Journeyman shall be thirty-eight dollars and ninety-three cents (\$38.93) per hour worked. Effective July 1, 2026, the basic hourly taxable wage rate for a Sheet Metal Journeyman shall be forty dollars and twelve cents (\$40.12) per hour worked.

SECTION 2. (a) Ten percent (10%) of the gross wages of each Foreman, Journeyman, Classified Journeyman and Apprentice shall be deducted for vacation fund payment.

Five percent (5%) of the gross wages of each Pre-Apprentice shall be deducted for vacation fund payment.

(b) The total sum of the vacation fund payment shall be transmitted to the Administrator, Sheet Metal Vacation Trust, according to the provisions of Addendum No.

16 to this Agreement.

SECTION 3. (a) Effective July 1, 2023, twelve cents (\$0.12) and effective July 1, 2024, thirteen cents (\$0.13) and effective July 1, 2025, fourteen cents (\$0.14) per hour for each hour worked by each Foreman, Journeyman, Classified Journeyman, Apprentice and Pre-Apprentice shall be deducted for Capital Improvement Fund.

(b) This fund shall be transmitted to Sheet Metal Workers' Local No. 124 monthly under the same terms and provisions of other fringe benefits covered by this Agreement including fringe benefit bond.

SECTION 4. (a) Effective July 1, 2023, nineteen cents (\$0.19) and effective July 1, 2024, twenty cents (\$0.20) and effective July 1, 2025, twenty-one cents (\$0.21) per hour for each hour worked by each Foreman, Journeyman, Classified Journeyman, Apprentice and Pre-Apprentice shall be deducted for Organizing Fund.

(b) This fund shall be transmitted to Sheet Metal Workers' Local No. 124 monthly under the same terms and provisions of other fringe benefits covered by this Agreement including fringe benefit bond.

SECTION 5. (a) Apprentices' wages shall be computed at the appropriate percentage of the Journeyman wage rate as follows:

	7-1-2023	7-1-2024	7-1-2025
First Year	65%	65%	65%
Second Year	70%	70%	70%
Third Year	80%	75%	75%
Fourth Year	85%	85%	80%
Fifth Year	90%	90%	85%

(b) Unlicensed Sheet Metal Journeyman

Upon successful completion of the Apprenticeship Program, if an Apprentice does not have his or her required state journeyman's license, they will be considered an Unlicensed Journeyman classification and shall be paid eighty-five percent (85%) of the Sheet Metal Journeyman's rate of pay for a period of the lesser of two (2) years in length from graduation of the Apprenticeship Program or until they receive his or her state journeyman's license. This shall go into effect July 1, 2024.

SECTION 6. The Vacation Fund, Capital Improvement Fund and Organizing Fund payments shall be made in the same manner as the deductions for Social Security and for State and Federal Tax purposes. The remaining balance shall be the amount of wages due the employee.

SECTION 7. In the event wage controls are imposed during the time of this Agreement and any negotiated increment increases are altered or deleted, upon the suspension or relaxation of said controls to permit it, such negotiated rates will be made whole and paid from the date of relaxation or suspension, and they are not to be retroactive.

SECTION 8. Five (5) days' pay may be withheld. Workers not receiving their pay due to neglect on part of Employer shall be paid at regular rate for eight (8) hours each day until paid. If an employee begins work on Monday or Tuesday, he will be advanced up to two (2) days pay on the first Friday of employment upon request, and the amount will be withheld from the following weeks' payroll check. When discharged, an employee shall be paid in full when termination is a result of Reduction in Force. However, if termination is due to insubordination, drug/alcohol related issues or issues related to safety or well-being of coworkers, the employee shall receive their pay on regular pay interval.

SECTION 9. Pay Stub. The Employer agrees to give each employee an itemized list of deductions from his/her pay, either in the form of a separate piece of paper, through email or access through web portal with the deductions listed thereon. No more than the last four digits of the employee's social security number shall be shown on the pay stub.

SECTION 10. The Contractors agree to provide the opportunity for each sheet metal worker to contribute through payroll deduction to the Sheet Metal Workers' Local Supplemental/401K Pension Plan and/or the Tinker Federal Credit Union. Requests for payroll deduction to the credit union shall be made prior to the first pay day of the month, and no changes shall be made during that month. All requests shall be made in writing on forms furnished by the credit union and shall remain in effect until a written request for a change or deletion is submitted in writing.

SECTION 11. Electronic Check Deposit is required. There shall be a minimum of three (3) accounts available for employees to deposit their funds. Example: primary checking, secondary checking and/or savings account.

ADDENDUM NO. 9  
ARTICLE VIII, SECTION 10  
EMPLOYER'S PLACE OF BUSINESS

SECTION 1. All Employers, signatory parties to this Agreement, must have an established 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 engaged as a Sheet Metal Contractor. The term "shop" used herein means a permanent place of business for at least six (6) months prior to any construction project's beginning. Provisions of this Addendum do not apply to National Contractor or businesses with national agreement inasmuch as they are not signatory to the Local Union Agreement.

ADDENDUM NO. 10  
TOOLS, ETC.

SECTION 1. The Employer shall furnish all power tools, electric extension cords and other items of a related nature. Employers shall furnish all tools for Pre-Apprentices. All tools and equipment shall meet OSHA standards.

SECTION 2. The Employer shall furnish all safety equipment except safety shoes and prescription safety glasses. The Contractors agree that on jobs of a total sheet metal contract price of \$400,000 or more, a job site shack shall be provided for the storing of company and employee tools and with a heated place for lunch when the temperature is below twenty (20) degrees.

SECTION 3. All tools required to be furnished by Journeypersons, Classified Journeypersons and Apprentices shall meet OSHA standards.

SECTION 4. The Employer shall provide adequate ventilation and masks for welding booths, duct lining tables and grinding areas.

SECTION 5. Sheet metal workers' tools furnished by Journeypersons, Classified Journeypersons and Apprentices will be insured by the Industry Fund under the following conditions:

(1) All losses over fifty dollars (\$50.00) up to a maximum of one thousand dollars (\$1,000.00) on each loss shall be covered in full.

(2) There must be signs of forcible entry, and a police report must be submitted.

(3) The tools will be insured against theft only, and only if the tools are at the job or in the shop.

(4) One person from the Union and one person from the Contractors will act as the adjuster. If they deadlock, a person from the insurance industry will act as arbitrator, and his or her decision will be final.

(5) All tools will be etched with the employee's name or initials.

(6) The men will furnish a list of tools to the Industry Fund, and this will be the list of the tools insured.

(7) All claims will be submitted to the Industry Fund.

SECTION 6. The Union and the employee standardized tool list shall consist of the following:

SNIPS	SCREWDRIVERS
(Straight Cut, Bulldog,	WHITNEY PUNCH
Pattern, Right, Left)	DRIFT PIN
HAMMER	CHISEL
PLIERS	PLUMB BOB
SIDE CUTTERS	CHALK LINE
WISE GRIP	HACK SAW
WRENCHES	KEYHOLE SAW
TOOL BOX - TOOL TRAY	DIVIDERS
TOOL BELT	SCRATCH AWL
CHEATERS - NIPPERS	TRI SQUARE
RULES & TAPE	

ADDENDUM NO. 11  
ARTICLE XII, SECTION 3  
APPRENTICE/PRE-APPRENTICE/CLASSIFIED JOURNEYPerson PROVISIONS

SECTION 1. The following Journeyperson/Apprentice ratio shall be used:

Applicants for apprenticeship shall be at least eighteen (18) years of age.

Apprentice pay scale as shown in Article XI, Section 5, is modified by local agreement. (See Addendum No. 8.)

In order to stabilize the Apprenticeship Program, it is hereby agreed that twelve (12) to twenty-five (25) new Apprentices shall be started in the program each year by the JATC. To accomplish this objective, it may be necessary to vary the apprenticeship ratio under certain conditions. It shall be the responsibility of the JATC to determine that all Apprentices are employed on the type of work that will further the objective.

An out-of-town contractor may apply to the JATC for Apprentices and Pre-Apprentices, and they may be granted at the discretion of the committee at the same ratios given the local contractors.

An Employer may assign an Apprentice to an out-of-town job, but the Apprentice is still subject to the Attendance and Tardy Policy of the Sheet Metal Workers' Joint Apprenticeship Committee of Western Oklahoma.

An Apprentice who has completed three (3) years of apprenticeship training may terminate his/her apprenticeship agreement and become designated and employed as a Classified Journeyman. This individual must maintain the Classified Journeyman classification for three (3) years, and is subject to two (2) random drug tests each year while serving in this classification. After the three (3) year period, their status will be reclassified as a Journeyman. Classified Journeymen shall receive the proper rate as specified in the Davis-Bacon Wage Rate Schedule when used on a job site that has a wage rate determination schedule.

Any Apprentice who misses work due to attending scheduled daytime training during the work week, will be eligible for time and a half (1 ½) on Saturday and double time (2) on Sunday. If an Apprentice is absent from scheduled daytime training, they shall not be eligible for overtime pay during that work period.

SECTION 2. In order to meet and solve any differences which might arise in the administration of the Apprenticeship Program, provisions are hereby established for a Special Arbitration Committee, for the purpose of considering and solving such differences, if possible. The Special Arbitration Committee shall be composed of one (1) representative, not involved in the dispute, from the Union, and one (1) representative, not involved in the controversy, from the Contractors' Association. The Committee shall meet within seven (7) days from the date the difference, or misunderstanding, is reported to the Contractors' Association and the Union. The Committee shall meet for the purpose of hearing evidence concerning the problem, in order to provide some solution for it.

The Committee meeting shall be held prior to the submission of the matter to the Local Joint Adjustment Board. In the event the members of the Special Arbitration Committee are unable to reach a settlement, or agreement, concerning a solution for the problem, then each member of the Committee shall provide a written report of his or her own decision, and refer the matter to the Local Joint Adjustment Board for settlement.

When the matter comes before the Local Joint Adjustment Board for consideration, the members of the Special Arbitration Committee may be called upon to appear before that Board, to further explain each of their respective written reports.

SECTION 3. Each shop will be entitled to at least one Pre-Apprentice when one Apprentice is employed.

The following Pre-Apprentice ratio shall be used:

1 Apprentice	1 Pre-Apprentice
2 Apprentices	1 Pre-Apprentice
3 Apprentices	2 Pre-Apprentices
4 Apprentices	2 Pre-Apprentices
5 Apprentices	3 Pre-Apprentices
6 Apprentices	3 Pre-Apprentices

Should an Apprentice(s) be unemployed, a Pre-Apprentice shall not be provided until all Apprentice(s) are employed. Should an Apprentice not be available for hire, a Pre-Apprentice may be hired with the understanding that should an Apprentice become available, he will be hired in addition to the Pre-Apprentice.

When an Employer wishes to assign Apprentices and Pre-Apprentices to work out of the before mentioned ratio, the Business Manager of the Local Union will be contacted for approval prior to the assignment. Pre-Apprentices' duties are the same as regular Apprentices.

Pre-Apprentices will be furnished by the Local Union No. 124 as soon as available.

**PRE-APPRENTICE WAGES**

Start	50% of Journeyman basic hourly taxable rate
Twelve (12) months	55% of Journeyman basic hourly taxable rate

The Business Manager of Local 124 may give an applicant for the Pre-Apprentice Program credit for prior experience.

Pre-Apprentices shall be at the above rates plus contributions shall be made to all funds (excluding Local Pension Fund, Local Supplemental Pension Fund and International Training Institute). The National Pension Fund contribution shall be paid on rate shown and all funds shall be paid on all hours worked beginning on the first day of membership to the Union. The parties shall make all necessary arrangements so that any Pre-Apprentice being reclassified shall experience no break in benefits coverage.

**PRE-APPRENTICE**

	Health and Welfare Fund	National Pension Fund	ITI, NEMIC and SMOHIT
Effective July 1, 2023	\$8.10 per hour	\$0.36 per hour	\$0.17 per hour
Effective January 1, 2024	\$8.15 per hour	\$0.36 per hour	\$0.17 per hour
Effective July 1, 2024	\$8.20 per hour	\$0.36 per hour	\$0.17 per hour
Effective January 1, 2025	\$8.25 per hour	\$0.36 per hour	\$0.17 per hour

Effective July 1, 2025	\$8.35 per hour	\$0.36 per hour	\$0.17 per hour
Effective July 1, 2026	\$8.45 per hour	\$0.36 per hour	\$0.17 per hour

Contributions for Pre-Apprentices shall remain as negotiated for the duration of this contract.

Pre-Apprentices shall receive the proper rate as specified in the Davis Bacon Wage Rate Schedule when used on a job site (walk-up apartments or any other project) that has a wage rate determination schedule.

Any Contractor found guilty of abuse of the terms of this Addendum shall have his Pre-Apprentice removed and shall forfeit his privilege of the use of Pre-Apprentices.

SECTION 4. The JATC shall establish and administer a substance testing policy for new Apprentices, Pre-Apprentices and Classified Journeypersons entering the workplace that will include:

- (a) Pre-hiring testing
- (b) Continued monitoring and testing throughout the Apprenticeship and Pre-Apprentice period

Substance testing policy shall be in accordance with Addendum No. 24, under the oversight of the Business Manager and the President of the Contractors' Association to insure a drug free workplace with zero tolerance. Substance testing for Pre-Apprentices will be paid for by the JATC Fund.

#### CLASSIFIED JOURNEYPERSONS

SECTION 5. Each shop which employees at least one (1) Journeyperson shall be entitled to one (1) Classified Journeyperson. For any shop to be entitled to have two (2) Classified Journeypersons, that shop must employ at least four (4) Journeypersons.

The Classified Journeypersons wage scale shall be as follows:

Start	80% of Journeyperson basic hourly taxable rate
Twelve (12) months	85% of Journeyperson basic hourly taxable rate

SECTION 6. Light Commercial, by definition of this contract, is structures of one (1) story, fifty thousand (50,000) square feet or less, and furnished with twenty (20) tons or less in the size of any one piece of equipment, although there can be any number of systems, air cooled direct expansion split or package units. This scope would include roofing or re-roofing of such projects. The projects are limited to walk-up apartments, churches, offices, retail stores, strip shopping malls and restaurants. This does not include tenant finish of Commercial Contract scope or Prevailing Wage projects. The ratio of one (1) Journeyperson to three (3) Apprentices/Pre-Apprentices will be allowed on the project and their work will not be limited in scope. Under Resolution 78, additional consideration may be given when specific circumstances are warranted.

Fifth Year Apprentices may work without supervision and run a light commercial project provided they have an Oklahoma State Journeyperson license.



ADDENDUM NO. 12  
BUSINESS REPRESENTATIVE'S ACCESS TO SHOP AND FIELD PROJECTS

SECTION 1. The Employer agrees that the Business Manager or Business Representative of the Union shall be permitted to any shop.

SECTION 2. The Employer agrees to make reasonable efforts to provide the Business Manager and/or Business Representative of the Union with access to all job sites. This includes clearance badges or safety orientations. The Union will reimburse the cost of such items.

ADDENDUM NO. 13  
SHOP STEWARD

SECTION 1. The Union Representative of Local 124 shall submit to the Employer the name of the employee appointed as shop or job steward prior to the effective date of the appointment. The Employer agrees that the designated shop steward shall be allowed a reasonable amount of time, with pay, to perform his duties as shop steward. In case of lay-offs, ability being considered, the shop steward shall be the last to go. A twenty-four (24) hour notice will be given by the Employer to the Union of any contemplated lay-off of a shop steward, and the cause of such lay-off.

ADDENDUM NO. 14  
FOREMAN PROVISION

SECTION 1. Every firm (as defined in Addendum No. 9) with four (4) or more Sheet Metal Workers or Apprentices shall have a Foreman at ten percent (10%) per hour above scale. A Foreman shall not serve in that capacity on more than one (1) job or shop to avoid paying additional Foreman's wages. Each job site shall have a Foreman in accordance with the following schedule:

SECTION 2. Job Site.

**2 - 3 men**

- One (1) Foreman at eight percent (8%) per hour above basic hourly rate on jobs of duration of greater than five (5) days

**4 - 5 men**

- One (1) General Foreman at ten percent (10%) per hour above basic hourly rate

**6 - 10 men**

- One (1) General Foreman at twelve percent (12%) per hour above basic hourly rate

**11 - 15 men**

- One (1) General Foreman at fifteen percent (15%) per hour above basic hourly rate and
- One (1) Foreman at eight percent (8%) per hour above basic hourly rate

**16 - 20 men**

- One (1) General Foreman at eighteen percent (18%) per hour above basic hourly rate and
- Two (2) Foremen at eight percent (8%) per hour above basic hourly rate

**21 men and over**

- One (1) General Foremen at twenty percent (20%) per hour above basic hourly rate and
- Three (3) Foremen at twelve percent (12%) per hour above basic hourly rate
- For each seven (7) additional men, one (1) foreman at eight percent (8%) per hour above basic hourly rate

ADDENDUM NO. 15  
COLLECTION PROCEDURE AND BOND FOR FRINGE BENEFITS

SECTION 1. Employer contributions or funds withheld from employee's wages approved by this Agreement shall be transmitted to the designated Trust Officer, and shall be stated on the forms provided by the Trust Officer, in quadruplicate, last copy to be retained by the Employer, one copy to be retained by the Trust Officer, one copy to be sent to the Business Manager and one copy to be sent to the Secretary of the Sheet Metal Contractors' Association. The Employer shall, on request of the Trust Officer, make available any and all records that may be required in the sound and efficient operation of the Plans required by this Agreement.

All Employers are required to use online reporting for fringe benefits provided by Local Union No. 124. Login information will be provided by the Fringe Benefit Administrator.

SECTION 2. The revised late contribution payment policy went into affect June 1, 2020. The policy applies to all funds, including but not limited to Sheet Metal Workers' Local Union No. 124 Health and Welfare Fund (Lyle Hughart Welfare Fund), Apprentice Training Fund, Industry Fund, Sheet Metal Workers' Local Union No. 124 Pension Fund, Sheet Metal Workers' Local Union No. 124 Supplemental/401K Pension Fund, Fringe Benefit Administrative Fund, Vacation Fund, Capital Improvement Fund, Organizing Fund and Tinker Federal Credit Union.

All fund contributions are due by the due date, for example; the tenth (10th) of the month following the month for which hours are worked, or the preceding Friday or business day if the tenth (10th) falls on a weekend or holiday. Any payment not received on or before the due date is considered "delinquent."

The Fund office will notify the Employer of delinquent payments within two (2) business days.

Delinquent Employers will be assessed, automatically and with or without notice, the following penalties for each late contribution to the Funds:

1. **First Month:** No penalty. An Employer may have one late payment per rolling twelve (12) month period without being subject to penalty.

2. **Second Month:** For the second late payment during any rolling twelve (12) month period, the Employer will be assessed a ten percent (10%) penalty per late month based on the total delinquent amount.

3. **Third Month:** For the third late payment during any rolling twelve (12) month period, the Employer will be assessed a fifteen percent (15%) penalty per late month

based on the total delinquent amount.

4. **Fourth Month and Continuing:** For the fourth late payment during any rolling twelve (12) month period, and each late payment during such rolling twelve (12) month period thereafter, the Employer will be assessed a twenty percent (20%) penalty per late month based on the total delinquent amount. The Trustees reserve the right to increase any penalty as circumstances warrant after the fourth late month during the rolling twelve (12) month period.

In addition to these penalties, each delinquent Employer will be responsible for the following costs incurred in connection with the late payment:

1. Accounting and/or legal fees, including time spent correcting the late participant contributions in accordance with approved Department of Labor methods (if applicable).

2. Lost earnings on late contributions to retirement plan Funds.

The Supplemental Plan may sue the Employer under ERISA for delinquency amount plus penalty fees, liquidated damages, court costs and reasonable attorney fees.

The Late Contribution Payment Policy has been established by the Trust Funds attorney and approved by the Trustees. A copy of the Policy will be provided to each Employer and is available upon request.

After a delinquency of payment of wages and/or fringe benefits, the Trustees may require a bond of a sufficient amount equal to the Contractor's maximum delinquency.

Fringe benefits are not required to be paid on 1) travel pay outside of the normal work day; 2) any bonuses offered by the contractor; or 3) any paid holidays offered by the contractor. Fringe benefits shall be paid on actual hours worked only.

SECTION 3. All Employers signatory to this Agreement shall carry with a reliable bonding company a bond in the amount of five thousand dollars (\$5,000.00) when there is only one (1) Sheet Metal Worker. When the number of employees is two (2) through four (4) Sheet Metal Workers, the bond shall be fifteen thousand dollars (\$15,000.00). When the number of Sheet Metal Workers reach five (5) through seven (7), the bond shall be thirty thousand dollars (\$30,000.00). When the number of Sheet Metal Workers reach eight (8) through ten (10), the bond shall be forty thousand dollars (\$40,000.00). When the number of Sheet Metal Workers reach eleven (11) through twenty (20), the bond shall be eighty thousand dollars (\$80,000.00). When the number of Sheet Metal Workers reach twenty-one (21) through forty (40), the bond shall be one hundred and sixty thousand dollars (\$160,000.00). When the number of Sheet Metal Workers reach forty-one (41) and over, the bond shall be four thousand dollars (\$4,000.00) per Sheet Metal Worker.

The amount of bond shall be based on a three (3) year average of Sheet Metal Workers employed.

The bond shall be conditioned upon payment by the Employer of all wage and fringe benefits under the contract. The Employer shall provide the Union with evidence, in the form of a Certificate, that the bond is in force and the name of the bonding company or

insurance company issuing same.

Any Contractor who performs work in this jurisdiction for a duration of thirty (30) days or more shall meet bond requirements as required of signatory contractors in this jurisdiction.

The Employer agrees to comply with this provision within fifteen (15) days after becoming signatory to this Agreement. Provisions of this Agreement do not apply to National Contractors or businesses with a national agreement, inasmuch as they are not signatory to the local union Agreement.

SECTION 4. Notwithstanding any other provision of this Article, or any other Article of this Agreement, whenever it is determined that language is needed for new collection procedures of fringe benefits, any party to this Agreement, upon the service of notice of 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.

#### ADDENDUM NO. 16 VACATION FUND PROVISIONS

SECTION 1. A Sheet Metal Workers' Vacation Fund shall be established and shall be administered by a Board of Trustees composed of five (5) members designated by Local Union No. 124. The Board of Trustees shall have full authority and power to administer the plan, decide upon its benefits, and rule with respect to all technical questions which arise.

SECTION 2. The terms and provisions of the Vacation Fund Declaration of Trust shall be incorporated into this Agreement by reference, and shall be binding upon the parties hereto.

SECTION 3. The Employer shall compute the wages, as provided in Addendum No. 8 to this Agreement, and then withhold a sum equal to ten percent (10%) of gross wages from the weekly pay of each Journeyperson, Classified Journeyperson and Apprentice, and withhold a sum equal to five percent (5%) of gross wages from the weekly pay of each Pre-Apprentice, which total sum shall be payable into the Sheet Metal Workers' Local Union No. 124 Vacation Fund Trust.

SECTION 4. A supplementary Agreement to this Addendum to provide: Employer will agree to transmit to the Vacation Fund and that he accepts the Trust under which the Fund is established. Payments shall be made in accordance with procedures set forth in Addendum No. 15 of this Agreement.

SECTION 5. Time off for vacation for each employee subject to this Agreement shall be scheduled once each six months from June 1 through November 30 and December 1 through May 31. The amount of Vacation Fund accumulated shall be scheduled for the periods from June 1 through November 30 and December 1 through May 31 of each year for each employee which shall be determined by the administrator as of those dates. This determination shall be based upon the funds received in the administrator's office each period. The amount so determined shall be drawn by the

employee during the following six (6) month period. The split vacation period is at the employee's option.

The following rules shall apply to the calculation and scheduling of vacations:

(a) Vacations shall be mandatory.

(b) Mandatory vacation time off shall not exceed ten (10) working days. When the employee has less than two (2) weeks accumulated vacation, he will be required to take off only as many days as he has in accumulated vacation savings in full days of pay.

ADDENDUM NO. 17  
HEALTH AND WELFARE FUND

SECTION 1. Employer and Union acknowledge the five year Welfare Plan established by Agreement and Declaration of Trust dated September 14, 1956, between the Sheet Metal Workers' Local Union No. 124 and Sheet Metal Contractors' Association of Oklahoma, Inc., and other Employers in the sheet metal industry, as defined in the Health and Welfare Trust Fund; and this Addendum, referred to as "The Plan" shall be extended for an additional period of five (5) years from the date "The Plan" would have expired, according to the provisions of the 2023 Agreement, between the parties hereto, to-wit: and "The Plan" is hereby extended to a period of two (2) years past the end date of this contract.

SECTION 2. Without opening "The Plan" for negotiation, or re-negotiation, or revising "The Plan" in any respect, the Employer and the Union do hereby declare that the intent of "The Plan" was, and is, that non-union employees as well as Union, are eligible for benefits under "The Plan".

All employees shall be covered by a Welfare Plan with coverage of not less than \$1,000.00 life, \$1,000.00 accidental death, \$7.00 per day room in hospital for 31 days, \$217.00 X-Ray, ambulance, etc., \$200.00 surgical and temporary disability income of \$10.00 per day, 7 days per week, for a period of 26 weeks, unless otherwise changed, as provided in subsequent sections hereof.

The Employer shall contribute the following amounts per hour for each Journeyman, Classified Journeyman, Apprentice and Pre-Apprentice for actual hours worked to the Welfare Fund.

Effective July 1, 2023	\$8.10 per hour
Effective January 1, 2024	\$8.15 per hour
Effective July 1, 2024	\$8.20 per hour
Effective January 1, 2025	\$8.25 per hour
Effective July 1, 2025	\$8.35 per hour
Effective July 1, 2026	\$8.45 per hour

Contributions for First Year Apprentices, Second Year Apprentices and Pre-Apprentices shall remain as negotiated for the duration of this contract.

SECTION 3. This Welfare Plan to be governed by a committee consisting of three (3) member/trustees from the Sheet Metal Workers' Local Union No. 124, and three (3) member/trustees from the Sheet Metal Contractors' Association of Oklahoma, Inc., with one (1) disinterested member as Administrator, to be chosen by the committee of six (6) Trustees.

The Trustees shall promulgate regulations concerning the collections, the deposits, the investments and the disbursements of such fund to be in compliance with our Federal, State, County and City laws. The benefits of this fund to be used first for the employee, and second for the Employer, to provide a maximum reserve for operations for Welfare Fund for a period of one (1) year. A copy of said Agreement establishing Welfare Fund to be filed with the Internal Revenue Department to achieve a tax exempt status for this income.

The Trustees of this plan shall make every effort to include coverage of benefits for all employees working, or available for work, consistent with prudent operation of the Fund.

SECTION 4. A supplementary Agreement to this Addendum to provide: Employer will agree to contribute to the Welfare Plan and that he accepts the Trust under which the Fund is established. Payments shall be made in accordance with procedures set forth in Addendum No. 15 of this Agreement.

SECTION 5. If, during the course of this agreement, legislation and/or policy is enacted that creates a single payer or national health care system or plan that requires the Employer and/or employee to pay for said system or plan, it is agreed by both Labor and Management that such action shall require the Agreement to be opened specifically to deal with how the Health and Welfare Funds shall be directed.

#### ADDENDUM NO. 18 INDUSTRY FUND AND APPRENTICE TRAINING FUND

SECTION 1. It is agreed that the Sheet Metal Industry Fund shall be continued, without reservation of time in accordance with the Trust Agreement, dated January 23, 1962. Effective July 1, 2023, the Employer shall pay sixty-five cents (\$0.65) per hour worked, effective January 1, 2024, the Employer shall pay sixty-six cents (\$0.66) per hour worked, effective July 1, 2024, the Employer shall pay sixty-seven cents (\$0.67) per hour worked, effective January 1, 2025, the Employer shall pay sixty-eight cents (\$0.68) per hour worked, effective July 1, 2025, the Employer shall pay sixty-nine cents (\$0.69) per hour worked and effective July 1, 2026, the Employer shall pay seventy cents (\$0.70) per hour worked by all employees of Employer covered by this Agreement to the Sheet Metal Industry Fund Trust. Contributions to this fund shall not exceed an increase of more than one percent (1%) (rounded to the next cent) each year, unless otherwise negotiated.

SECTION 2. Employer agrees to contribute to the Industry Fund and Apprentice Training Fund and accepts the Trusts under which the Funds are established. Payments shall be made in accordance with procedures set forth in Addendum No. 15 of this Agreement.

SECTION 3. The Employer agrees to promote programs of industry education, training, 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 the Employer, stabilize and improve Employer-Union relations, and promote, support and improve the training opportunities for employees. Assets of the Sheet Metal Industry Fund Trust shall not be used for political or anti-union activities.

SECTION 4. Effective July 1, 2023, the Employer shall pay eighty-six cents (\$0.86) per hour worked, effective January 1, 2024, the Employer shall pay ninety-one cents (\$0.91) per hour worked, July 1, 2024, the Employer shall pay ninety-six cents (\$0.96) per hour worked, effective January 1, 2025, the Employer shall pay one dollar and one cent (\$1.01) per hour worked, effective July 1, 2025, the Employer shall pay one dollar and eleven cents (\$1.11) per hour worked and effective July 1, 2026, the Employer shall pay one dollar and twenty-one cents (\$1.21) per hour worked by all employees of Employer covered by this Agreement to the Local Apprenticeship Training Fund. The Local Apprenticeship Training Fund is to be administered by the JATC.

#### ADDENDUM NO. 19 PENSION FUND PROVISIONS

SECTION 1. It is agreed that all Journeyperson, Classified Journeyperson and Apprentice employees in the collective bargaining unit shall participate in the Sheet Metal Workers' Local Union No. 124 Pension Fund, Sheet Metal Workers' National Pension Fund, Sheet Metal Workers' Local No. 124 Supplemental Pension Fund and the Sheet Metal Workers' Local No. 124 401-K Pension Fund (voluntary contribution). The office staff of Sheet Metal Workers' Local Union No. 124, the JATC of Western Oklahoma and SMACNA of Western Oklahoma employees may also contribute to the Sheet Metal Workers' Local No. 124 Supplemental Pension Fund and the Sheet Metal Workers' Local No. 124 401-K Pension Fund (voluntary contribution).

SECTION 2. These funds will be governed in accordance with the terms and provisions of the Agreements and Declarations of Trusts creating said Pension Funds, as signed by the Trustees of the Employer and the Union, the terms and conditions of which will be incorporated herein and made a part of this Agreement.

SECTION 3. The Employer agrees to deposit into the Sheet Metal Workers' Pension Funds at the depository designated by the Trustees of the Fund, for each hour worked by the employees, the amounts designated herein. Payments shall be made in accordance with procedures set forth in Addendum No. 15 of this Agreement.

SECTION 4. It is agreed that all Journeyperson, Classified Journeyperson, Unlicensed Journeyperson, Apprentice and Pre-Apprentice employees in the Collective Bargaining Unit shall participate in the Fringe Benefit Administrative Fund. The Fund is to be administered by the Fringe Benefit Trustees and the Fund balance shall not exceed ten thousand dollars (\$10,000.00). The Fund is solely set up for the administrative cost of the Fringe Benefit Office.

SECTION 5. Contributions shall be as follows:

Effective	7-1-23	1-1-24	7-1-24	1-1-25	7-1-25	7-1-26
Sheet Metal Workers' National Pension Fund	\$1.97	\$1.97	\$1.97	\$1.97	\$1.97	\$1.97
Fringe Benefit Administrative Fund	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
Sheet Metal Workers' Local 124 Pension Fund	\$3.20	\$3.20	\$3.20	\$3.20	\$3.20	\$3.20
Sheet Metal Workers' Local 124 Supplemental Pension Fund	\$2.86	\$2.91	\$2.96	\$3.01	\$3.11	\$3.21
401-K Pension Fund	Voluntary Contribution					

There shall be no contributions made to the Sheet Metal Workers' Local No. 124 Supplemental Pension Fund for First and Second Year Apprentices.

Contributions or any part thereof of the Health and Welfare Fund, Sheet Metal Workers' Local No. 124 Pension Fund and/or Sheet Metal Workers' Local No. 124 Supplemental Pension Fund may be moved between the three (3) funds at the discretion of the Trustees. Contributions for First Year Apprentices, Second Year Apprentices and Pre-Apprentices shall remain as negotiated for the duration of this contract.

ADDENDUM NO. 20  
TARGETED AREAS FOR WORK RECOVERY

The Business Manager of Local No. 124 may modify the wages and working conditions of this Agreement to attain the work for the membership of Local No. 124. The following procedure will be used to initiate contract modifications:

(1) A Contractor will call the SMACNA office, (405) 848-3683, to inquire if modifications have been made. If he is the first Contractor to inquire, he will be told to initiate a call to the Business Manager of Local No. 124 and explain the conditions that may require action. The Business Manager will call the SMACNA office and give the details of any changes. The SMACNA office will forward a copy to Local No. 124 of the changes as they are given and transmit the changes to the Contractors who have called for relief.

(2) It is the responsibility of the SMACNA office to transmit and record information on contract modifications, and it is the responsibility of the Contractor to call the SMACNA office for any contract modifications requested or given. The Contractor shall notify the SMACNA office if he is the successful bidder on the project.



ADDENDUM NO. 21  
SPECIAL AGREEMENTS

Agreements are available for specialty work in the following fields:

1. Residential
2. Food Service and/or Beverage Dispensing Equipment
3. In Plant Maintenance
4. Light Commercial
5. Service

ADDENDUM NO. 22  
WORK TO BE REPORTED

SECTION 1. Each Union member in charge of any construction project, instructed by management to oversee that project, shall call the local union office and report that project to the Union, giving the name and nature of the project, address of the project and the name of the Contractor, all to be done off the job work site and not during working hours.

ADDENDUM NO. 23  
FUTURE FRINGE BENEFITS

Assessments to be deducted from the hourly wage, if approved by Union membership.

- Market Recovery Fund
- Dues Assessment

Should the Union membership approve above items, the Contractor will be notified in writing. It shall be subject to the same collection and reporting procedure as the Vacation Fund, Capital Improvement Fund and Organizing Fund, and shall be separated by fund name.

ADDENDUM NO. 24  
SUBSTANCE TESTING POLICY

Alcohol/substance abuse is recognized as a treatable illness. The desired result is rehabilitation. The preferred procedure is rehabilitation. The preferred procedure is through referral to a locally operated industry Employee Assistance Program (EAP). The EAP should provide employee and supervisor educational programming, individual and family counseling, as well as treatment referral services.

Workplace problems arising out of an employee's relationship with substance abuse may warrant a variety of management responses, including referral for treatment, testing, disciplinary action or even termination of employment. This statement addresses the testing issue only.

No substance testing program should be implemented unless there is an Employee Assistance Program (EAP) implemented to provide treatment for any bargaining unit employee.

General Provisions: The SMART/SMACNA Joint Alcohol and Substance Abuse Committee regard blood/urine testing as problematic and do not advocate reliance on such procedures to identify individuals with an alcohol/chemical dependency. However, certain circumstances support substance testing as a warranted vehicle for determining possible impairment and/or a propensity for substance abuse. These include:

1. Applicant Testing
2. Pre-Employment Testing
3. For Cause Testing
4. Post-Accident Testing
5. Work Opportunity Mandated Testing
6. Random Testing
7. Scheduled, Periodic Testing
8. Post-Rehabilitation Testing

Whenever testing is utilized it shall be accomplished through dignified and humane procedures insuring complete confidentiality of specimen custody and test results. The individual being tested and the EAP shall have access to the test results. The sheet metal Employer (or JATC) and Union shall be notified of the positive or negative results only.

For all testing, tests shall be conducted by qualified and accredited laboratories which comply with the Scientific and Technical Guidelines for Federal Drug Testing Programs and the Standards for Certification of Laboratories Engaged in Urine Drug Testing for Federal Agencies issued by the Alcohol, Drug Abuse and Mental Health Administration of the United States Department of Health and Human Services, or standards established by the applicable State having jurisdiction, whichever are the more stringent; maintain high quality control procedures; and, follow manufacturer's protocols. All initial positive tests shall be subject to a confirmation assay, such as a Gas Chromatography with Mass Spectrometry (GC/MS). The levels of detected substances for determining positive results shall be those established as legitimate by the Alcohol, Drug Abuse and Mental Health Administration of the United States Department of Health and Human Services, or those established by the State having jurisdiction, whichever are the more stringent.

Applicant Testing: A public or private Employer may request or require an applicant to undergo drug or alcohol testing and may use a refusal to undergo testing or a positive test result as a basis for refusal to hire.

Pre-Employment Testing: The screening of new prospective employees (job applicants, not members of the Union) may be implemented to ascertain whether an applicant is capable of safely performing the duties of and meeting the prerequisites for the employment proffered.

Therefore, pre-employment drug/alcohol testing of applicants, not currently members of the Union, for sheet metal positions covered by the terms of a collective bargaining agreement may screen out those with a substance abuse problem.

For Cause Testing: A public or private Employer may request or require an employee to undergo drug or alcohol testing at any time it reasonably believes that the employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances:

1. Drugs or alcohol on or about the employee's person or in the employee's vicinity,
2. Conduct on the employee's part that suggests impairment or influence of drugs or alcohol,
3. A report of drug or alcohol use while at work or on duty,
4. Information that an employee has tampered with drug or alcohol testing at any time,
5. Negative performance patterns, or
6. Excessive or unexplained absenteeism or tardiness.

Post-Accident Testing: A public or private Employer may require an employee to undergo drug or alcohol testing if the employee or another person has sustained an injury while at work or the Employer's property has been damaged, including damage to equipment. For purposes of Workers' Compensation, no employee who tests positive for the presence of substances defined and consumed pursuant to Section 465.20 of Title 63 of the Oklahoma Statutes, alcohol, illegal drugs or illegally used chemicals, or refuses to take a drug or alcohol test required by the Employer, shall be eligible for such compensation.

Work Opportunity Mandated Testing: In all situations where an Employer is required to agree to a testing program in order to qualify as a bidder on the project, testing may be required, but only if performed in accordance with these standards and applied uniformly to all personnel having access to the workplace. There shall be no discrimination against any employee who refuses a job assignment to a project that has drug testing.

Random Testing: A public or private Employer may request or require an employee or all members of an employment classification or group to undergo drug or alcohol testing at random and may limit its random testing programs to particular employment classifications or groups.

Scheduled, Periodic Testing: A public or private Employer may request or require an employee to undergo drug or alcohol testing if the test is conducted as a routine part of a routinely scheduled employee fitness-for-duty medical examination or is scheduled routinely as part of the Employer's written policy.

Post-Rehabilitation Testing: A public or private Employer may request or require an employee to undergo drug or alcohol testing for a period of up to two (2) years commencing with the employee's return to work, following a positive test or following participation in a drug or alcohol dependency treatment program.

Proviso: Testing in any of the above situations shall be conducted and governed in accordance with the general provisions of this Policy Statement.

Employer may implement a drug testing policy for pre-hire and/or re-hire and probable cause with accepted EAP program in place at Employer's expense. If a Union member fails his/her pre-employment testing required by the Employer, that member shall not receive two (2) hours show up pay.

ADDENDUM NO. 25  
NON DISCRIMINATION

There shall be no discrimination because of race, color, disability, religion, national origin, sex or age. Further, the Union agrees to support the efforts of the Employer in the application of the equal opportunity clause and the affirmative action obligations for the employment of females and minorities in the construction industry.

Notwithstanding any other provisions of the union agreement, the employer shall have the right to take any and all actions necessary to comply with Executive Order "11246", and its implementing regulations or any other equal employment and affirmative action laws, rules and regulations.

ADDENDUM NO. 26  
OWNER/MEMBER

Bargaining unit employees hereunder shall include Owner/Members, i.e. employees of incorporated Employers who: (a) are officers, directors or majority stockholders of an incorporated Employer; and (b) perform work covered by the terms of this Agreement. Contributions on behalf of Owner/Members shall be made to the National Pension Fund, Local Pension Fund and Health and Welfare Fund for all hours for which the Owner/Member is paid or entitled to payment. In any event, however, no less than the minimum regular hours per week as required by this Agreement for all bargaining unit employees shall be paid. The term "minimum regular hours per week" shall be defined as the number of hours per week for which an employee receives straight time wages.

ADDENDUM NO. 27  
ARTICLE V  
MEMBERSHIP

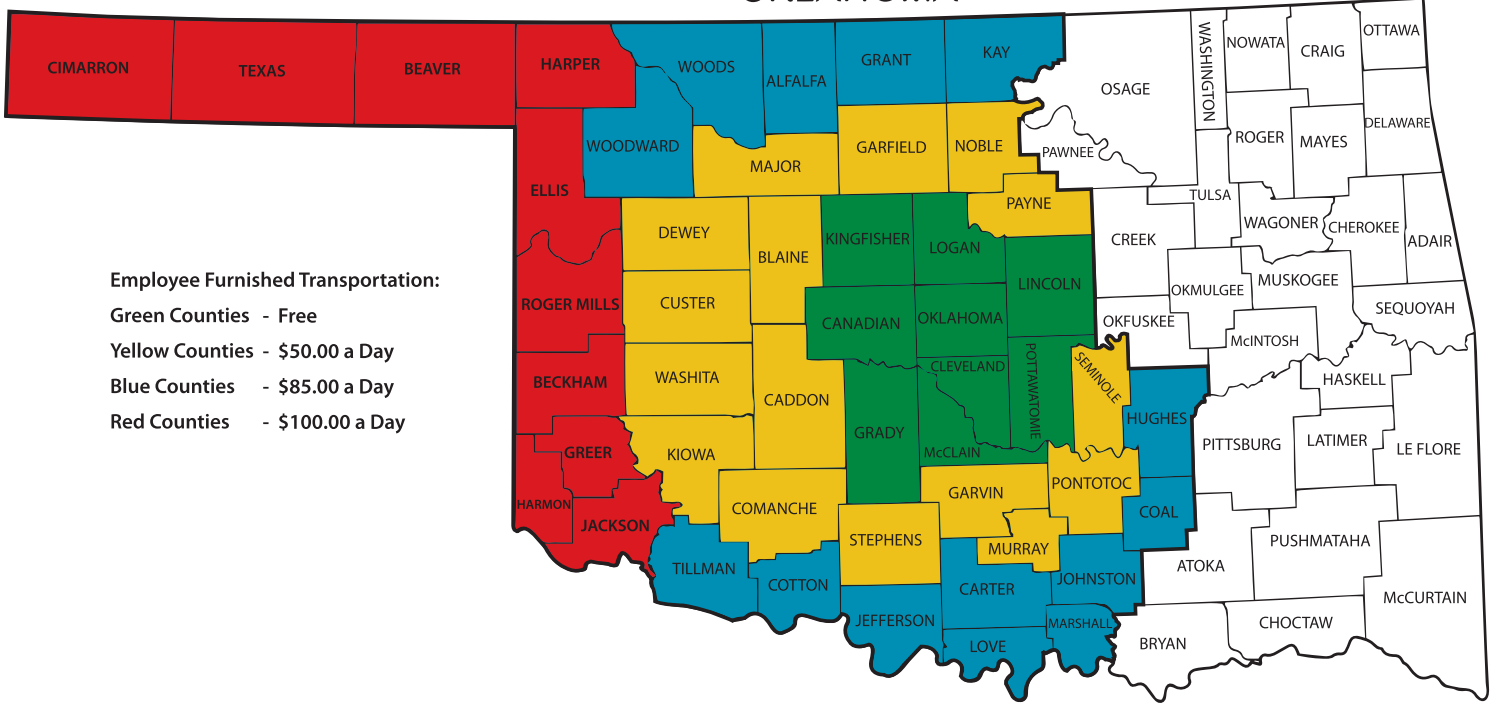
An employee may choose to withdraw his/her membership from the Union. He/she shall have a period each year of ten (10) calendar days prior to the date of his/her initiation into the Union in which to withdraw from the Union, provided they present a written request to the Local Union Office during the ten (10) day period.

BASIC HOURLY WAGES, DEDUCTIONS AND BENEFITS  
BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2027

Journeypersons	Page 26A
First and Second Year Classified Journeypersons	Page 27A
First and Second Year Apprentices	Page 28A
Third, Fourth and Fifth Year Apprentices	Page 29A
First and Second Year Pre-Apprentices	Page 30A

opeiu #381 afl-cio

# OKLAHOMA



**Employee Furnished Transportation:**  
**Green Counties** - Free  
**Yellow Counties** - \$50.00 a Day  
**Blue Counties** - \$85.00 a Day  
**Red Counties** - \$100.00 a Day

**BASIC HOURLY WAGE, DEDUCTIONS AND BENEFITS  
FOR SHEET METAL JOURNEYPERSONS**

**7-1-2023 1-1-2024 7-1-2024 1-1-2025 7-1-2025 7-1-2026**

**JOURNEYPERSONS**

Basic Hourly Taxable Rate	\$35.38	\$36.56	\$37.15	\$37.74	\$38.93	\$40.12
---------------------------	---------	---------	---------	---------	---------	---------

**Deductions From Taxable Wage for a Journeyperson**

Vacation Fund	10%	10%	10%	10%	10%	10%
Capital Improvement Fund	\$0.12	\$0.12	\$0.13	\$0.13	\$0.14	\$0.14
Organizing Fund	\$0.19	\$0.19	\$0.20	\$0.20	\$0.21	\$0.21
Dues Assessment*	2%	2%	2%	2%	2%	2%
Market Recovery Fund*	2%	2%	2%	2%	2%	2%

\*See Addendum No. 23

**Fringe Benefits**

Health and Welfare Fund	\$8.10	\$8.15	\$8.20	\$8.25	\$8.35	\$8.45
Local Apprentice Training Fund	\$0.86	\$0.91	\$0.96	\$1.01	\$1.11	\$1.21
Local Pension Fund	\$3.20	\$3.20	\$3.20	\$3.20	\$3.20	\$3.20
Local Supplemental Pension Fund	\$2.86	\$2.91	\$2.96	\$3.01	\$3.11	\$3.21
Fringe Benefit Administration Fund	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
Industry Fund	\$0.65	\$0.66	\$0.67	\$0.68	\$0.69	\$0.70
National Pension Fund	\$1.97	\$1.97	\$1.97	\$1.97	\$1.97	\$1.97
ITI (\$0.12)						
NEMIC (\$0.03) SMOHIT (\$0.02)	\$0.17	\$0.17	\$0.17	\$0.17	\$0.17	\$0.17
Fringe Benefits Total	\$17.82	\$17.98	\$18.14	\$18.30	\$18.61	\$18.92

**Total Contractual Expense  
for a Journeyperson**

	<b>\$53.20</b>	<b>\$54.54</b>	<b>\$55.29</b>	<b>\$56.04</b>	<b>\$57.54</b>	<b>\$59.04</b>
--	----------------	----------------	----------------	----------------	----------------	----------------

**BASIC HOURLY WAGE, DEDUCTIONS AND BENEFITS  
FOR FIRST AND SECOND YEAR CLASSIFIED JOURNEYPERSONS  
AND UNLICENSED JOURNEYPERSONS**

**7-1-2023 1-1-2024 7-1-2024 1-1-2025 7-1-2025 7-1-2026**

**CLASSIFIED JOURNEYPERSONS**

Basic Hourly Taxable Rate

First Year (80%)	\$28.30	\$29.25	\$29.72	\$30.19	\$31.14	\$32.10
Second Year (85%)	\$30.07	\$31.08	\$31.58	\$32.08	\$33.09	\$34.10

**UNLICENSED JOURNEYPERSONS**

Basic Hourly Taxable Rate (85%)			\$31.58	\$32.08	\$33.09	\$34.10
---------------------------------	--	--	---------	---------	---------	---------

**Deductions From Taxable Wage for a Classified and Unlicensed Journeyman**

Vacation Fund	10%	10%	10%	10%	10%	10%
Capital Improvement Fund	\$0.12	\$0.12	\$0.13	\$0.13	\$0.14	\$0.14
Organizing Fund	\$0.19	\$0.19	\$0.20	\$0.20	\$0.21	\$0.21
Dues Assessment*	2%	2%	2%	2%	2%	2%
Market Recovery Fund*	2%	2%	2%	2%	2%	2%

\*See Addendum No. 23

**Fringe Benefits**

Health and Welfare Fund	\$8.10	\$8.15	\$8.20	\$8.25	\$8.35	\$8.45
Local Apprentice Training Fund	\$0.86	\$0.91	\$0.96	\$1.01	\$1.11	\$1.21
Local Pension Fund	\$3.20	\$3.20	\$3.20	\$3.20	\$3.20	\$3.20
Local Supplemental Pension Fund	\$2.86	\$2.91	\$2.96	\$3.01	\$3.11	\$3.21
Fringe Benefit Administration Fund	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
Industry Fund	\$0.65	\$0.66	\$0.67	\$0.68	\$0.69	\$0.70
National Pension Fund	\$1.97	\$1.97	\$1.97	\$1.97	\$1.97	\$1.97
International Training Institute (\$0.12) NEMIC (\$0.03) SMOHIT (\$0.02)	\$0.17	\$0.17	\$0.17	\$0.17	\$0.17	\$0.17
Fringe Benefits Total	\$17.82	\$17.98	\$18.14	\$18.30	\$18.61	\$18.92

**Total Contractual Expense:**

<b>1st Year Classified Journeyman</b>	<b>\$46.12</b>	<b>\$47.23</b>	<b>\$47.86</b>	<b>\$48.49</b>	<b>\$49.75</b>	<b>\$51.02</b>
<b>2nd Year Classified Journeyman</b>	<b>\$47.89</b>	<b>\$49.06</b>	<b>\$49.72</b>	<b>\$50.38</b>	<b>\$51.70</b>	<b>\$53.02</b>
<b>Unlicensed Journeyman</b>			<b>\$49.72</b>	<b>\$50.38</b>	<b>\$51.70</b>	<b>\$53.02</b>

**BASIC HOURLY WAGE, DEDUCTIONS AND BENEFITS  
FOR FIRST AND SECOND YEAR APPRENTICES**

**7-1-2023 1-1-2024 7-1-2024 1-1-2025 7-1-2025 7-1-2026**

**APPRENTICES**

Basic Hourly Taxable Rate

First Year (65%)	\$23.00	\$23.76	\$24.15	\$24.53	\$25.30	\$26.08
Second Year (85%)	\$24.77	\$25.59	\$26.01	\$26.42	\$27.25	\$28.08

**Deductions From Taxable Wage for a First and Second Year Apprentice**

Vacation Fund	10%	10%	10%	10%	10%	10%
Capital Improvement Fund	\$0.12	\$0.12	\$0.13	\$0.13	\$0.14	\$0.14
Organizing Fund	\$0.19	\$0.19	\$0.20	\$0.20	\$0.21	\$0.21
Dues Assessment*	2%	2%	2%	2%	2%	2%
Market Recovery Fund* (2nd Year Only)	2%	2%	2%	2%	2%	2%

\*See Addendum No. 23

**Fringe Benefits**

Health and Welfare Fund	\$8.10	\$8.15	\$8.20	\$8.25	\$8.35	\$8.45
Local Apprentice Training Fund	\$0.86	\$0.91	\$0.96	\$1.01	\$1.11	\$1.21
Local Pension Fund	\$3.20	\$3.20	\$3.20	\$3.20	\$3.20	\$3.20
Fringe Benefit Administration Fund	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
Industry Fund	\$0.65	\$0.66	\$0.67	\$0.68	\$0.69	\$0.70
National Pension Fund	\$1.97	\$1.97	\$1.97	\$1.97	\$1.97	\$1.97
International Training Institute (\$0.12) NEMIC (\$0.03) SMOHIT (\$0.02)	\$0.17	\$0.17	\$0.17	\$0.17	\$0.17	\$0.17
<b>Fringe Benefits Total</b>	<b>\$14.96</b>	<b>\$15.07</b>	<b>\$15.18</b>	<b>\$15.29</b>	<b>\$15.50</b>	<b>\$15.71</b>

**Total Contractual Expense:**

<b>First Year Apprentice</b>	<b>\$37.96</b>	<b>\$38.83</b>	<b>\$39.33</b>	<b>\$39.82</b>	<b>\$40.80</b>	<b>\$41.79</b>
<b>Second Year Apprentice</b>	<b>\$39.73</b>	<b>\$40.66</b>	<b>\$41.19</b>	<b>\$41.71</b>	<b>\$42.75</b>	<b>\$43.79</b>



**BASIC HOURLY WAGE, DEDUCTIONS AND BENEFITS  
FOR THIRD, FOURTH AND FIFTH YEAR APPRENTICES**

**7-1-2023 1-1-2024 7-1-2024 1-1-2025 7-1-2025 7-1-2026**

**APPRENTICES**

Basic Hourly Taxable Rate

Third Year (80%)	\$28.30	\$29.25				
Third Year (75%)			\$27.86	\$28.31	\$29.20	\$30.09
Fourth Year (85%)	\$30.07	\$31.08	\$31.58	\$32.08		
Fourth Year (80%)					\$31.14	\$32.10
Fifth Year (90%)	\$31.84	\$32.90	\$33.44	\$33.97		
Fifth Year (85%)					\$33.09	\$34.10

**Deductions From Taxable Wage for Third, Fourth and Fifth Year Apprentices**

Vacation Fund	10%	10%	10%	10%	10%	10%
Capital Improvement Fund	\$0.12	\$0.12	\$0.13	\$0.13	\$0.14	\$0.14
Organizing Fund	\$0.19	\$0.19	\$0.20	\$0.20	\$0.21	\$0.21
Dues Assessment*	2%	2%	2%	2%	2%	2%
Market Recovery Fund*	2%	2%	2%	2%	2%	2%

\*See Addendum No. 23

**Fringe Benefits**

Health and Welfare Fund	\$8.10	\$8.15	\$8.20	\$8.25	\$8.35	\$8.45
Local Apprentice Training Fund	\$0.86	\$0.91	\$0.96	\$1.01	\$1.11	\$1.21
Local Pension Fund	\$3.20	\$3.20	\$3.20	\$3.20	\$3.20	\$3.20
Local Supplemental Pension Fund	\$2.86	\$2.91	\$2.96	\$3.01	\$3.11	\$3.21
Fringe Benefit Administration Fund	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
Industry Fund	\$0.65	\$0.66	\$0.67	\$0.68	\$0.69	\$0.70
National Pension Fund	\$1.97	\$1.97	\$1.97	\$1.97	\$1.97	\$1.97
ITI, NEMIC, SMOHIT	\$0.17	\$0.17	\$0.17	\$0.17	\$0.17	\$0.17
Fringe Benefits Total	\$17.82	\$17.98	\$18.14	\$18.30	\$18.61	\$18.92

**Total Contractual Expense:**

<b>Third Year Apprentice (2023)</b>	<b>\$46.12</b>	<b>\$47.23</b>				
<b>Third Year Apprentice (2024)</b>			<b>\$46.00</b>	<b>\$46.61</b>	<b>\$47.81</b>	<b>\$49.01</b>
<b>Fourth Year Apprentice (2023)</b>	<b>\$47.89</b>	<b>\$49.06</b>	<b>\$49.72</b>	<b>\$50.38</b>		
<b>Fourth Year Apprentice (2025)</b>					<b>\$49.75</b>	<b>\$51.02</b>
<b>Fifth Year Apprentice (2023)</b>	<b>\$49.66</b>	<b>\$50.88</b>	<b>\$51.58</b>	<b>\$52.27</b>		
<b>Fifth Year Apprentice (2025)</b>					<b>\$51.70</b>	<b>\$53.02</b>

**BASIC HOURLY WAGE, DEDUCTIONS AND BENEFITS  
FOR FIRST AND SECOND YEAR PRE-APPRENTICES**

**7-1-2023 1-1-2024 7-1-2024 1-1-2025 7-1-2025 7-1-2026**

**PRE-APPRENTICES**

Basic Hourly Taxable Rate

First Year (50%)	\$17.69	\$18.28	\$18.58	\$18.87	\$19.47	\$20.06
Second Year (55%)	\$19.46	\$20.11	\$20.43	\$20.76	\$21.41	\$22.07

**Deductions From Taxable Wage for First and Second Year Pre-Apprentices**

Vacation Fund	5%	5%	5%	5%	5%	5%
Capital Improvement Fund	\$0.12	\$0.12	\$0.13	\$0.13	\$0.14	\$0.14
Organizing Fund	\$0.19	\$0.19	\$0.20	\$0.20	\$0.21	\$0.21
Dues Assessment*	2%	2%	2%	2%	2%	2%

\*See Addendum No. 23

**Fringe Benefits**

Health and Welfare Fund	\$8.10	\$8.15	\$8.20	\$8.25	\$8.35	\$8.45
Local Apprentice Training Fund	\$0.86	\$0.91	\$0.96	\$1.01	\$1.11	\$1.21
Fringe Benefit Administration Fund	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
Industry Fund	\$0.65	\$0.66	\$0.67	\$0.68	\$0.69	\$0.70
National Pension Fund	\$0.36	\$0.36	\$0.36	\$0.36	\$0.36	\$0.36
International Training Institute (\$0.12) NEMIC (\$0.03) SMOHIT (\$0.02)	\$0.17	\$0.17	\$0.17	\$0.17	\$0.17	\$0.17
<b>Fringe Benefits Total</b>	<b>\$10.15</b>	<b>\$10.26</b>	<b>\$10.37</b>	<b>\$10.48</b>	<b>\$10.69</b>	<b>\$10.90</b>

**Total Contractual Expense:**

<b>First Year Pre-Apprentice</b>	<b>\$27.84</b>	<b>\$28.54</b>	<b>\$28.95</b>	<b>\$29.35</b>	<b>\$30.16</b>	<b>\$30.96</b>
<b>Second Year Pre-Apprentice</b>	<b>\$29.61</b>	<b>\$30.37</b>	<b>\$30.80</b>	<b>\$31.24</b>	<b>\$32.10</b>	<b>\$32.97</b>

