

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION

LOCAL UNION NO. 28

BUILDING TRADES

LIGHT COMMERCIAL ADDENDUM

BUILDING TRADES LIGHT COMMERCIAL ADDENDUM

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SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION

LOCAL UNION NO.28

BUILDING TRADES LIGHT COMMERCIAL

ADDENDUM

ADDENDUM entered into as of this 1st day of July, 2018 by and between New York City SMACNA and SMACNA of Long Island (hereinafter referred to as the Employer) and Local Union No. 28 of Sheet Metal Workers' International Association located (hereinafter referred to as Local Union No. 28 and/or Union).

ARTICLE I:

Union Representation

SECTION 1. (a) The Employer recognizes Local Union No. 28 as the sole and exclusive bargaining representative for all of its employees engaged in performing Light Commercial work at the Employer's facility and at such various work sites as may from time to time exist, wherever located.

(b) All present employees who are covered by this Addendum and are members of the Union on the effective date of this Addendum or on the date of execution of this Addendum, whichever is later, shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing of Local Union No. 28 as a condition of employment 6 months from: (a) the date they first commenced work, (b) the date of execution of this Addendum, or (c) the effective date of this Addendum, whichever is later. This provision shall be made and become effective under the provisions of the National Labor Relations Act and as agreed to by the parties. New employees are required to report to the Union prior to commencing work. They shall receive a temporary card for the first 6 months of employment.

(c) The failure of any person to become a member of the Union at the required time, when Union membership was available to such person on the same terms and conditions generally available to other members, upon written notice from the Union to such effect, shall obligate the Employer to forthwith discharge such person. Further, the failure of any person to maintain his/her Union membership in good standing as required herein shall, upon notice to the Employer by the Union to such effect, obligate the Employer to discharge such person.

(d) Upon receipt of a signed individual authorization from any employee covered by this Addendum, the Employer shall withhold from such employee's earnings, payment for Union dues and obligations under the terms and conditions specified in the individual's authorization. Deductions shall be made from the first pay of each month for all employees and promptly remitted to the Financial Secretary-Treasurer of Local Union No. 28, together with a list of names of employees to who said monies are to be credited. Should any employee have no earnings due him/her on the first pay of the month, deductions shall be made from the next succeeding pay due the employee.

(e) It is the obligation of the member to pay a fifty dollars (\$50.00) initiation fee. Light Commercial Mechanics are obligated to pay thirty-five dollars (\$35.00) per month towards dues as well as two percent (2%) of gross hourly earnings as Assessments. Light Commercial Helpers are obligated to pay twenty dollars (\$20.00) per month towards dues as well as two percent (2%) of gross hourly earnings as Assessments. The Employer shall withhold the same from the employee's pay and send it to the Union's office located at 195 Mineola Boulevard, Mineola, N.Y. 11501. The amounts stated above may be periodically modified by the Union and the Employer will be so notified.

(f) The Union shall have the right to withdraw union members from the Employer in addition to all other rights and remedies it may have after a fifteen (15) day delinquency in the forwarding of said monies.

(g) On a weekly basis, Local 28 shall supply a list ("Hiring List") of unemployed Light Commercial Workers (LCW) to each Employer and to New York City SMACNA and SMACNA of Long Island. Such list shall contain the name and contact information for each LCW and their designation (LCW, Helper I, or Helper II).

Upon layoff, which shall be governed by the layoff list provisions of the "A" collective bargaining agreement, the employer shall state the reason for such layoff on a form supplied by Local 28.

The employers shall hire LCW's from the Hiring List. However, the employers shall have the ability to hire outside of the Hiring List. Any such hire shall receive a temporary Local 28 membership card, shall be permitted to work immediately, and shall be promptly vetted by a committee comprised of one representative selected by Local 28 and one representative selected by the Associations. Either representative shall have the ability to veto a proposed candidate.

No hiring shall be permitted outside the Hiring List if there is unemployment of more than fifteen percent (15%) of active and qualified LCW's. This shall not apply if the hire is a person who was working for a non-union sheet metal contractor.

The Employer must provide the Union with written notice, by fax or email within 24 hours of the hiring of a bargaining unit employee. The Employer shall provide the name and work location of the employee.

SECTION 2. (a) This Addendum covers the rates of pay, rules, hours and working conditions of all employees of the Employer engaged in a class or type of work referred to as Light Commercial, hereinafter defined, wherever employed. Excluded are all regular Local Union No. 28 Building Trades Journeyman Mechanic and Apprentice sheet metal workers, construction workers employed under agreements with other Building Trades unions, office and clerical employees, professional employees, managerial employees, guards, and supervisors as defined in the National Labor Relations Act, as amended.

(b) This Addendum covers employees engaged in drafting, fabrication, erection, installation,
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repair, replacing, dismantling, maintenance and service work where such work is performed, as described in the Building Trades Light Commercial Market Description.

SECTION 3. An Employer signing a Light Commercial Addendum must also be signatory to the Agreement between Sheet Metal Workers' International Association Local Union No. 28 and Sheet Metal and Air Conditioning Contractors Association of New York City, Inc., and SMACNA of Long Island, Inc., and those Employers who subscribe thereto (hereinafter the "Building Trades Agreement"). The Employer agrees to be bound by the "Building Trades Agreement" and further agrees to be bound by all successor "Building Trades Agreements" in effect while the Employer is signatory to the Light Commercial Addendum.

SECTION 4. The Employer agrees that all Local Union No. 28 Building Trades Journeyperson Mechanics shall be covered by the terms, provisions, and conditions of the Agreement between Sheet Metal Workers' International Association Local Union No. 28 and Sheet Metal and Air Conditioning Contractors Association of New York City, Inc. and SMACNA of Long Island, Inc., and those Employers who subscribe thereto in effect as of the date of this Addendum and/or subsequent and superseding Addendum. Provisions of said Agreement referred to herein are incorporated in this Light Commercial Addendum by reference and shall be effective as if set forth at length and in their entirety. The Employer also agrees that the terms, provisions, and conditions of the Light Commercial Addendum are applicable exclusively to Light Commercial Mechanics and Helpers.

ARTICLE II:

Building Trades Light Commercial Market Description

SECTION 1. (a) A Building Trades Light Commercial premises or project is a location where the Building Trades division of Sheet Metal Workers Local Union No. 28 has not historically or traditionally performed the work herein defined and/or described. This Addendum is applicable for projects where the Sheet Metal contract value is not in excess of two hundred thousand (\$200,000) except as noted in Section 2 (b, c, & d).

(b) The provisions of this Agreement shall not apply where a Project Labor Agreement exists or where a Building Trades Harmony Clause or any Union understanding/agreement exist. The provisions of this Agreement shall also not apply on prevailing wage projects. The SMILMC.com website provides additional information on such agreements and understandings. The Under \$400K Addendum excluded list will apply to this agreement.

SECTION 2. The provisions of this Addendum shall apply exclusively to the classes or types of work hereinafter defined and/or described:

(a) All work in connection with the drafting, fabrication, erection, installation, repairing, replacing, dismantling, maintenance and service of H.V.A.C. Duct Systems installed in fast food restaurants, and new or existing strip malls, in the outer boroughs and Long Island, where the Sheet Metal contract value is not in excess of two hundred thousand (\$200,000) shall not require that a Building Trades journeyman be present on the site.

(b) In addition to the Target relief provided for renovation by the Under \$400K addendum, LCWs may be used utilizing the field ratios set forth in Article III.

(c) All work in connection with the drafting, fabrication, erection, installation, repairing, replacing, dismantling, maintenance and service of any H.V.A.C. Duct system or systems in connection with any multiple family apartment building, hotel or motel without limit to the contract value of the project utilizing the field ratios set forth in Article III.

(d) All work in connection with the dismantling, repairing, replacing, maintaining and servicing of Cooling Towers including Manhattan without limit to the contract value of the project.

(e) Any and all work performed in connection with drafting, fabrication, erection, installation, repairing, replacing, dismantling, maintenance and service of miscellaneous metal and metal substitute materials whether architectural or mechanical in nature including but not limited to the following:

1. Debris chutes

5. Duct cleaning

2. Lockers and shelving
3. Sleeves
4. Blowpipe systems
6. Residential leaders and gutters
7. Residential siding of one and two family homes

ARTICLE III:

Building Trades Light Commercial Work Rules

SECTION 1. (a) Prior to performing work described in Article II of this Addendum the Employer, a successful contractor must provide the Office of the Sheet Metal Industry Labor Management Committee with information on the project by completing a Light Commercial application on the SMILMC.com website as well as documentation confirming the sheet metal selling price of the project.

(b) Prior to performing work described in Article II of this Addendum the Employer must fill out and forward to the office of the Sheet Metal Industry Labor Management Committee at Suite 2100, 16 Court Street, Brooklyn, NY 11241, a job reporting form. A standard form is provided for this purpose on the SMILMC.com website.

(c) On a premises or project not identified in Article II where no Local Union No. 28 Building Trades shop is bidding a shop must notify the Union and receive written approval to bid on this work utilizing the terms of this Addendum.

SECTION 2. The Employer shall determine all sketching requirements for projects contracted for under this addendum. If it is determined that a shop drawing is required, that drawing must be prepared by a member of the bargaining unit.

SECTION 3. (a) Unless otherwise noted herein, Building Trades Light Commercial projects shall maintain a minimum Job-site ratio of one (1) Local Union No. 28 Building Trades Journeyman Mechanic for every three (3) Light Commercial Workers. The

composition of the job-site ratio on this type of work is the first; fifth and every fourth field worker thereafter are to be Local Union No. 28 Building Trades Journeyman Mechanics. Owner members are not to be calculated in this ratio.

(b) Among the Light Commercial workers employed in the field there shall be a minimum job-site ratio of one (1) Light Commercial Mechanic to one (1) Light Commercial Helper.

(c) Every Light Commercial project shall have at least one (1) Local Union No. 28 Building Trades Journeyman on site whenever work is being performed except for renovation projects and new strip stores outside the borough of Manhattan where contracts with a sheet metal value not exceeding \$200,000 shall not require their presence.

(d) Systems in connection with any multiple family apartment building, hotel, or motel without limit to the contract value of the project may utilize the following field ratios:

Outer Boroughs and Long Island-1 Building Trades Mechanic: 3 LCWs

Manhattan- 200,000 sq. feet or less-1 Building Trades Mechanic: 3 LCWs

Over 200,000 sq. ft - 1 Building Trades Mechanic: 1 LCW

For a mixed use project to be considered residential more than 85% of the project's square footage must be residential space.

(e) In addition to the Target relief provided by the Under \$400K addendum, LCWs may be used utilizing the following field ratios:

Renovation project under \$100K- 1 Building Trades Mechanic: 1 LCW with a maximum of 2 LCWs on the job.

Renovation project between \$100K and \$400K- 2 Building Trades Mechanics: 1 LCW with a maximum of 2 LCWs on the job.

(f) Local 28 and New York City SMACNA and Long Island SMACNA agree that Light Commercial Workers do not have the skill, experience, or training to perform all of the functions of a Local 28 journeyman and that Light Commercial Workers (LCWs) will be limited to performing certain work for Local 28 contractors. LCWs cannot be a foreman, or perform siding, or testing and balancing work. LCWs may not work on decking and may not

cut holes in the roof deck. LCWs may not work on any type of metal roofing. LCWs may not work on a Trimble machine or on a laser layout. On jobs where a contractor wants to assign a LCW on welding, it requires the prior approval of Local 28. LCWs on drafting are governed by the existing terms of the CBA and the Light Commercial addendum.

(g) The employer shall notify Local 28 prior to performing work under this addendum and shall report the ratio of mechanics to LCWs as well as the names of each Local 28 member on the job. LCWs are not permitted to work on public works (prevailing wage) projects.

SECTION 4. It is understood that Local Union No. 28 Building Trades Journeyperson Mechanics working in the field on a Building Trades Light Commercial project are subject to the provisions of the Light Commercial Addendum pertaining to working hours, and overtime.

SECTION 5. Fabrication for Building Trades Light Commercial projects must be performed in a Building Trades shop, covered by the terms, provisions, and conditions of the "Building Trades Agreement".

ARTICLE IV :

Wages

SECTION 1. (a) Light Commercial Mechanics The Light Commercial minimum hourly wage rate for a Light Commercial Mechanic engaged in work covered by this Addendum shall be twenty-eight dollars and ninety-four (\$28.94) per hour. Fringe contributions shall be paid as set forth in the schedule attached hereto.

(b) Light Commercial Helpers The Light Commercial minimum hourly wage for a Light Commercial Helper shall be calculated as a percentage of the Light Commercial Mechanic's regular hourly wage as follows:

Wage	60% of Mechanic	(first 18 months)
	75% of Mechanic	(next 12 months)
	100% of Mechanic	(after 30 months)

The total compensation package for Light Commercial Mechanics and helpers will increase

45% of the total compensation package of journeypersons in the Local 28 Building Trades contract whenever such package increases. The Union shall have the right to allocate the increase in the total package, provided that mandatory increases in pension fund contributions (if any) shall have first priority. Fringe contributions shall be paid as set forth in the schedule attached hereto.

After thirty months of employment a helper shall become a mechanic.

ARTICLE V:

Hours and Holidays

SECTION 1. The work week shall consist of a forty (40) hour week, except as provided for in this Addendum to the contrary, divided into five (5) work days of eight (8) hours each, running consecutively from Monday to Friday. The work day shall consist of eight (8) continuous hours, with a flexible starting time in the field, and a thirty (30) minute lunch period. All work performed outside the regular workday during the regular work week and/or on Saturday shall be compensated at one and one half (1 ½) times the hourly wage rate (i.e., one and one half (1 ½) times hourly wage rate plus fringe benefit contributions on all hours worked). Sunday and the Holidays set forth hereinafter shall be compensated at two (2) times the hourly wage rate.

SECTION 2. (a) The following legal holidays shall be recognized and observed within the jurisdiction covered by this Addendum:

- | | |
|-----------------------------|------------------------|
| New Year's Day | Columbus Day |
| Martin Luther King, Jr. Day | Veteran's Day |
| President's Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| July 4 th | Christmas Day |
| Labor Day | |

(b) If an employee has been employed for ninety (90) days or more prior to a holiday, the Employer agrees to pay said employee full wages for those holidays set forth above as if the employee has worked thereon. No employee shall be terminated for refusal to work on a

holiday.

(c) If the employee has been employed for fewer than ninety (90) days before a holiday, the employee must have worked the week prior to and the week after a holiday to qualify for Holiday pay, unless a doctor's note is provided, or the Employer fails to offer the opportunity to work during those periods.

(d) Further, the Union shall have the right/option to reschedule any of the designated holidays prior to the commencement of the calendar year, with input from the Employer.

SECTION 3. An employee shall have one personal day per year to be paid whether taken or not.

ARTICLE VI:

Fringe Benefits

A. Local Benefit Funds for Building Trades electing to work as Light Commercial

SECTION 1. (a) The Employer shall make/submit contributions as set forth in the schedule attached hereto for and on behalf of all Light Commercial Mechanics performing work described in this Addendum to the Sheet Metal Workers' (Local Union Number 28) **Welfare Fund** (New York).

(b) Any increase(s) made necessary to remain equal to the contributions made to the Sheet Metal Workers' (Local Union Number 28) Welfare Fund (New York), shall be absorbed by the Employer.

SECTION 2. The Employer shall make/submit contributions as set forth in the schedule attached hereto, for and on behalf of all Light Commercial Mechanics performing work described in this Addendum to the Sheet Metal Workers' (Local Union No. 28) **Education Trust Fund**.

B. Local Union Benefit Funds for Light Commercial Workers (not Building Trades)

SECTION 3. (a) The Employer shall make/submit contributions as set forth in the schedule attached hereto for and on behalf of all Light Commercial Mechanics and Light Commercial Helpers performing work described in this Addendum to the Sheet Metal Workers' (Local Union Number 28) **Welfare Fund** .

(b) Any increase(s) made necessary to remain equal to the contributions made to the Sheet Metal Workers' (Local Union Number 28) Welfare Fund shall be absorbed by the Employer.

(c) The initial Welfare coverage for the member and his/her family will commence when a member has been employed for six hundred (600) hours after the day he/she commenced employment.

SECTION 4. The Employer shall make/submit contributions as set forth in the schedule attached hereto for and on behalf of all Light Commercial Mechanics and Light Commercial Helpers performing work described in this Addendum to the Sheet Metal Workers' (Local Union # 28) **Pension Fund**.

SECTION 5. The Employer shall make/submit contributions as set forth in the schedule attached hereto for and on behalf of all Light Commercial Mechanics and Light Commercial Helpers performing work described in this Addendum to the **Joint Labor Management Committee and Trust**.

SECTION 6. The Employer shall make/submit contributions as set forth in the schedule attached hereto for and on behalf of all Light Commercial Mechanics and Light Commercial Helpers performing work described in this Addendum to the Sheet Metal Workers' (Local Union No. 28) **Education Trust Fund**.

SECTION 7. The Employer shall make/submit contributions as set forth in the

schedule attached hereto for and on behalf of all Light Commercial Mechanics and Light Commercial Helpers performing work described in this Addendum to their respective **Industry Promotion Fund** of New York or Long Island.

SECTION 8. The Employer shall make/submit contribution payments on a form provided by the fifteenth (15th) day of each month for the preceding month. Said contributions are to be remitted to (i) Sheet Metal Workers' Local Union # 28 Welfare Fund (New York), (ii) Sheet Metal Workers' Local Union # 28 Pension Fund (New York), (iii) Joint Labor Management Committee and Trust (New York), and (iv) Sheet Metal Workers' (Local Union No. 28) Education Trust Fund at 195 Mineola Blvd., Mineola, NY 11501.

SECTION 9. The Employer shall make/submit contribution payments for and on behalf of all Light Commercial Mechanics and Light Commercial Helpers to the Fringe Benefit Funds set forth at the rate stated in this Addendum and in the manner including the filing of remittance reports as provided for in the Agreement between Sheet Metal Workers' International Association Local Union No. 28 and Sheet Metal and Air Conditioning Contractors Association of New York City, Inc. and SMACNA of Long Island, Inc., and those Employers who subscribe thereto.

SECTION 10. Contributions to the aforementioned Funds shall be made for employees covered in the bargaining unit commencing the first (1st) day of their employment.

SECTION 11. The collection and delinquency policy as set forth in the Building Trades Collective Bargaining Agreement shall be incorporated herein and be a part of this agreement.

C. National Funds for Building Trades electing to work as Light Commercial

SECTION 13. The Employer shall make/submit contributions as set forth in the schedule attached hereto for and on behalf of all Light Commercial Mechanics performing work described in this Addendum to the Sheet Metal Workers' **National Pension Fund** ("Pension Fund"). Any increase(s) made necessary to remain equal to the contributions made

to the Sheet Metal Workers' National Pension Fund shall be absorbed by the Employer.

SECTION 14. The Employer shall make/submit contributions as set forth in the schedule attached hereto for and on behalf of all Light Commercial Mechanics performing work described in this Addendum to the **International Training Institute** ("ITI").

D. National Funds for Light Commercial (not Building Trades)

SECTION 15. The Employer shall make/submit contributions as set forth in the schedule attached hereto for and on behalf of all Light Commercial Mechanics performing work described in this Addendum to the Sheet Metal Workers' **National Pension Fund** ("Pension Fund").

SECTION 16. The terms, provisions, and conditions of the National Benefit Funds as set forth in the Agreement between Sheet Metal Workers' International Association Local Union No. 28 and Sheet Metal and Air Conditioning Contractors Association of New York City, Inc. and SMACNA of Long Island, Inc are incorporated in this Light Commercial Addendum by reference and shall be effective as if set forth at length and in their entirety.

ARTICLE VII:

Surety Bond

SECTION 1. The Employer or its affiliate shall furnish a Surety Bond to the Sheet Metal Workers' (Local Union # 28) Funds in the sum of three thousand dollars (\$3,000) per covered employee in order to secure payment(s) of fringe benefits provided for in this Addendum, and any other jointly-administered Fund or Funds which may hereafter be established.

ARTICLE VIII:

Grievance Procedure

SECTION 1. Grievances of the Employer or the Union arising out of interpretation or enforcement of this Addendum shall be settled between the Employer directly involved and the duly authorized representative of the Union, if possible.

SECTION 2. In the event the subject grievance is not resolved by the parties as noted in Section 1 of this Article, then the dispute/grievance shall be referred to a Joint Adjustment Board consisting of three (3) representatives appointed by the Union and three (3) representatives appointed by the Association in the area where the grievance arises, whose decision shall be final and binding.

SECTION 3. Grievances not settled as provided in Sections 1 and 2 of this Article may be resolved by either party submitting the matter for arbitration in accordance with the Labor Tribunal Rules of the American Arbitration Association for final and binding arbitration with the then prevailing rules. The parties shall share equally the costs of arbitration. Any deadlock of the Joint Adjustment Board that is not taken to arbitration within seven (7) working days shall be considered withdrawn.

SECTION 4. It is understood that in the event that a Light Commercial Employer is found in violation of any of the terms of this Addendum a Local Union No. 28 Building Trades Journeyman Mechanic will be placed in the shop as a monitor for a period not to exceed one (1) year. This person will receive the full Building Trades rate of pay and benefits.

SECTION 5. It is understood that in the event that a Light Commercial Employer is found in violation of contracting for a project without the approval of Local Union No. 28 (when required) all work remaining on the project shall be completed with Local Union No. 28 Building Trades Journeyman Mechanics.

SECTION 6. It is understood, that in the event that a Light Commercial Employer is found in violation of any of the terms of this Addendum, in addition to the fines for the current

violation, that contractor must provide a thirty thousand dollar (\$30,000) bond to be held as payment against any future fines imposed as a result of future violations of the Addendum.

SECTION 7. It is understood that in the event that a Light Commercial Employer is found in violation of any of the terms of this Addendum including but not limited to reporting of awarded projects can result in the termination of this agreement.

SECTION 8. Pending any meetings, procedures, or arbitration and the issuance of an award, there shall be no interference by either party hereto with the performance of the work provided for in this Addendum, except for violations of Article VII, Section 10.

SECTION 9. Nothing contained in this Article shall apply to any controversy or dispute arising out of any notice of reopening of this Addendum as provided in Article XIV hereof.

ARTICLE IX:

Military Training and Service Act

SECTION 1. Employees entering the Armed Forces of the United States shall be re-employed in accordance with the terms of the Universal Military Training and Service Act of 1951, as amended.

ARTICLE X:

Anti - Discrimination

SECTION 1. There shall be no discrimination of any kind against any member of the Union for Union activity, race, color, creed, gender, sexual orientation, or nationality, by any person in the employ of the Employer or the Union.

ARTICLE XI:

Miscellaneous

***SECTION 1.** The parties agree to develop a procedure that will allow an

Light Commercial 2018

interested Light Commercial worker to become eligible for the Local Union No. 28 Building Trades apprentice program.

SECTION 2. The wages and benefits of this Addendum shall not apply where a Federal, State, County or City agency has established a predetermined wage and benefit rate, unless the rates herein are equal to or higher than the predetermined wage and benefit rate.

SECTION 3. The Employer agrees to provide safe and sanitary conditions in its shop. The Employer shall provide any and all additional clothing or equipment necessary for the safety and health of the employees.

SECTION 4. Local Union No. 28's representative may visit the Employer's premises for the purpose of investigating working conditions or conferring with the Employer or the employees.

SECTION 5. The Employer shall provide space for a bulletin board in a reasonably accessible place for Union notices.

SECTION 6. The Employer shall not subcontract or assign any of the work described herein except to another Local Union No. 28 Building Trades company.

SECTION 7. If any term, provision, or condition of this Addendum is held to be contrary to law, the parties will then confer in an effort to agree upon suitable substitutions therefore, and if they fail to agree, the same shall be considered a grievance and submitted to the grievance procedure in accordance with the provisions of this Addendum.

Article XII:

Shop Steward

SECTION 1. Field Shop Stewards shall be appointed by Local Union No. 28's Business Manager with input from the Employer.

SECTION 2. The Shop Steward shall be a working steward and shall perform the duties of a Light Commercial Mechanic and shall report any violations of this Addendum to the Business Agent or to the office of the Union.

SECTION 3. The Shop Steward shall not be discriminated against in any manner by the Employer because of his/her activities on behalf of the Union or discharged for Union activity. Neither shall he/she be discharged or laid off for any reason prior to the Employer notifying the Business Manager seventy-two (72) hours prior to said proposed lay-off or discharge. In the event the Business Manager disagrees with the discharge, then the Union may continue its grievance in accordance with the procedures set forth in this Addendum.

SECTION 4. Where four (4) or more journeyperson sheet metal workers are employed on a job site, the Shop Steward may not be transferred without prior notification to the Business Agent.

SECTION 5. When the Employer of a Shop Steward has six (6) or more journeyperson sheet metal workers working overtime on a job site, the Shop Steward shall be included.

Article XIII:

SECTION 1. The parties will develop an educational program for the light commercial workers and a plan of advancement for those interested.

ARTICLE XIV:

Term

This Addendum and attachments hereto shall become effective as of the 1st day of July, 2018 and remain in full force and effect until the 31st day of December, 2019, and shall continue in force from year to year thereafter unless written notice of reopening is given no fewer than ninety (90) days prior to the expiration date.

In the event such notice of reopening is served, this Addendum shall continue in force and effect until conferences relating thereto have been terminated by either party.

IN WITNESS WHEREOF, the parties hereto affix their signatures and seal the day and year first above written.

SHEET METAL & AIR CONDITIONING CONTRACTORS ASSOCIATION OF NEW YORK CITY, INC.

BY Vic Gasy
TITLE President NYSMA
DATE 7/25/18

SHEET METAL & AIR CONDITIONING CONTRACTORS ASSOCIATION OF LONG ISLAND, INC.

BY [Signature]
TITLE Pres LI
DATE 7-25-18

SHEET METAL, AIR, RAIL, AND TRANSPORTATION WORKERS (SMART) LOCAL UNION NO. 28

BY Kevin Lonnos
TITLE President & Business Mgr.
DATE 7-25-18

Light Commercial Workers Employed in Building Trades Fabrication Facilities

NOTE: Page revised to reflect the latest CBA. This rider is covered by the CBA and is added to this agreement for reference only.

SECTION 1. (a) Each Building Trades Employer shall be entitled to employ Light Commercial Mechanics in its shop in accordance with the following ratio of shop employees:

1 st Employee	Building Trades Mechanic
2 nd Employee	Light Commercial Mechanic
Three (3)	Building Trades Mechanic
1 additional	Light Commercial Mechanic
Six (6)	Building Trades Mechanic
1 additional	Light Commercial Mechanic
Nine (9)	Building Trades Mechanic
1 additional	Light Commercial Mechanic
Twelve (12)	Building Trades Mechanic
1 additional	Light Commercial Mechanic
Fifteen (15)	Building Trades Mechanic
1 additional	Light Commercial Mechanic
Twenty-five (25)	Building Trades Mechanic
1 additional	Light Commercial Mechanic

(b) No employer shall be entitled to more than a total of seven (7) Light Commercial Workers in its shop.

SECTION 2. (a) Employers may select Light Commercial Mechanics from a list of unemployed Building Trades Mechanics who are willing to work as Light Commercial Mechanics.

Light Commercial Wage and Fringe Schedule
Effective August 1, 2017 – July 31, 2018

Building Trades electing to work as Light Commercial

Wage	\$28.94
Welfare	\$4.50
Local Ed	\$0.40
National Pension	\$16.62
NEMI	\$0.05
ITI	\$0.12
IPF	\$0.45
Total	\$51.08

Light Commercial Mechanic (not Building Trades full package after 30 months)

Wage	\$28.94
Welfare	\$8.76
Local Ed	\$0.40
Local Pension	\$1.56
SMILMC	\$0.25
National Pension	\$5.17
IPF	\$0.45
Total	\$45.53

Light Commercial Helper (after 18 months)

Wage	\$21.71	wage @ 75% of mechanic
Welfare	\$4.50	
Local Ed	\$0.40	
Local Pension	\$1.56	
SMILMC	\$0.25	
National Pension	\$5.17	
IPF	\$0.45	
Total	\$34.04	

Light Commercial Helper (initial 18 months)

Wage	\$17.36	wage @ 60% of mechanic
Welfare	\$4.50	
Local Ed	\$0.40	
Local Pension	\$1.56	
SMILMC	\$0.25	
National Pension	\$5.17	
IPF	\$0.45	
Total	\$29.69	