

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION

LOCAL UNION NO. 28

RESIDENTIAL/LIGHT COMMERCIAL "C" ADDENDUM

AGREEMENT

FOR NASSAU AND SUFFOLK COUNTIES,

BROOKLYN, THE BRONX, STATEN ISLAND, AND QUEENS

RESIDENTIAL/LIGHT COMMERCIAL “C” ADDENDUM AGREEMENT

ARTICLES

- I. UNION REPRESENTATION**
- II. SCOPE**
- III. MANAGEMENT RIGHTS**
- IV. LIGHT COMMERCIAL « C » WORK RULES**
- V. WAGES**
- VI. HOURS, HOLIDAYS AND VACATION**
- VII. FRINGE BENEFITS**
- VIII. SURETY BOND**
- IX. GRIEVANCE PROCEDURE**
- X. MILITARY TRAINING AND SERVICE ACT**
- XI. ANTI-DISCRIMINATION**
- XII. NO STRIKE NO LOCKOUT**
- XIII. MOST FAVORED NATION**
- XIV. MISCELLANEOUS**
- XV. SHOP STEWARD**
- XVI. TERM**

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION
LOCAL UNION NO.28
RESIDENTIAL/LIGHT COMMERCIAL "C" ADDENDUM AGREEMENT

AGREEMENT entered into this _____ day of _____, 20____ by and between _____ located at _____, New York _____ (hereinafter referred to as the Employer) and Local Union No. 28 of Sheet Metal Workers' International Association located at 500 Greenwich Street New York, NY 10013 (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 Residential/Light Commercial "C" construction 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 agreement and are members of the Union on the effective date of this Agreement or on the date of execution of this Agreement, 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 on the thirty-first (31) day from: (a) the date they first commenced work, (b) the date of execution of this Agreement, or (c) the effective date of this Agreement, 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.

(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 Agreement, 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 fifty dollars (\$50.00) towards his/her initiation fee and 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 shall 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) The Employer must provide the Union with written notice, by fax, 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 Agreement 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 Residential/Light Commercial "C" Construction, hereinafter defined, wherever employed.

Excluded are all regular Local Union No. 28 Building Trades Journeyperson 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 Agreement covers employees engaged in fabrication, erection, installation, repair, replacing, dismantling, maintenance and service work where such work is performed, as described in Article II, Scope.

SECTION 3. An Employer signing a Residential/Light Commercial “C” Agreement must also be signatory to the Agreement between Sheet Metal Contracting Division of the Construction Industry 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 “A” Agreement”). The Employer agrees to be bound by the “A” Agreement and further agrees to be bound by all successor “A” Agreements in effect while the Employer is signatory to the Residential/Light Commercial “C” Agreement. “C” contractors must be current in all contributions to all funds in order to be eligible for this contract. A payment agreement may be considered as long as the terms of the agreement remain current.

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 Contracting Division of the Construction Industry 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 Agreement and/or subsequent and superseding Agreement. Provisions of said Agreement referred to herein are incorporated in this Residential/ Light Commercial “C” Agreement 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 Residential/Light Commercial “C” Agreement are applicable exclusively to Residential/Light Commercial “C” Mechanics and Helpers.

ARTICLE II:

Scope

Section 1: The Residential/ Light Commercial “C” Agreement premises or projects is a location where the Building Trades division of the Sheet Metal Workers Local Union No. 28 would not be able to secure and perform the work and hereinafter defined and or described and where the Sheet Metal contract value is not in excess of two hundred twenty five thousand dollars (\$225,000).

1a. Any and all demolition, fabrication, purchasing, installation, servicing, repair, maintenance, adjustments, and replacement of heating, ventilation, and air conditioning (hereinafter HVAC) systems and food service equipment; and,

1b. Any purchasing, installation, servicing, repair, maintenance, adjustments and replacements of controls associated with HVAC systems and food service equipment.

1c. Provisions of this agreement shall not apply to work where a Project Labor Agreement or where a Building Trades Harmony or any Union understanding/agreement exist.

Section 2: This Agreement includes any and all of the above systems for the following types of construction and service:

2a. Residential: single family custom houses; single family tract houses; multiple family housing units; apartments; condominiums without limit to the size of the project in Nassau and Suffolk and are 200,000 square feet or less in the outer boroughs of New York City.

2b. Any of the following Retail work under \$225,000: free standing buildings, except those buildings excluded and listed by the Labor Management Committee; the renovation of strip stores (multiple tenants under one roof); the new construction of strip stores except for those containing an “anchor store”, i.e., a national or regional retail chain; multiple retail

establishments (example: multiple free standing structures on one lot of land).

2.c. Any of the following Residential work under \$225,000: dormitories; hotels; motels; nursing homes; and group homes.

2d. Any Service or maintenance work (including repairs, replacement, or change orders) for Residential/Retail/Light Commercial as defined in Article I, Section 2 of this Agreement; and not covered by a specific service agreement with Local 28.

2e. Should there be a conflict between work described herein and work allegedly covered by another Agreement, all disputes shall be resolved consistent with Article XI below (i.e., Most Favored Nation Clause).

ARTICLE III.

Management Rights

This agreement shall not be construed to infringe, impair, or limit any of the normal or customary rights of the Employer. These rights include, but are not limited to, the right to hire; determine the experience and background of employees or potential employees; the right to assign or schedule employees; and to supervise and direct the working forces; to determine the extent of the scope of each work assignment; the right to discharge employees; the right to transfer or lay-off employees; the right to determine the kind, character, and to determine the manner, location, and place of work; to schedule and approve all leave; to establish standards of performance; to control the costs, methods, and systems of operations; the right to grant bonuses or increases in its sole discretion; the right to require employees to observe all Employer policies, procedures, rules, and regulations; the right to create, modify, or discontinue policies, procedures, rules, and regulations not in conflict with other sections of this Agreement; the right to plan, direct, control, continue, or discontinue operations (without prejudice to any Union rights not covered in this agreement); the right to relocate or transfer operations without restriction; the right to establish standards of work performance or evaluations for employees; the right to introduce new or improved methods; and the right to conduct its business. This statement of rights is illustrative only, and is not intended nor shall

it be construed to exclude other rights which are not mentioned herein.

ARTICLE IV:

Work Rules

SECTION 1. (a) A successful contractor must provide the Office of the Sheet Metal Industry Labor Management Committee with information on the project as well as documentation confirming the sheet metal selling price of the project. A standard form is provided for this purpose on the SMILMC website and must be submitted within twenty four (24) hours prior to the start of the project. Upon receipt and review of the required information a "Residential/Light Commercial Weekly Contribution Report Form" will be provided by the LMC to the successful contractor. This form is to be used to report all hours worked on the Residential/Light Commercial project.

(b) The Employer must fill out and forward the form provided for in Article IV, Section 1.(a) to the office of the Sheet Metal Industry Labor Management Committee using the job reporting form on the SMILMC website.

(c) On a premises or project not described in Article II, an Employer must notify the Union and receive written approval to bid on this work utilizing the terms of this agreement.

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

SECTION 3. All material must be fabricated or purchased from a SMWIA affiliated shop.

SECTION 4. Residential/Light Commercial "C" projects and Residential/Light Commercial "C" shops shall maintain a companywide minimum ratio of one (1) Residential "C" Mechanic for every three (3) Residential "C" Helpers. Residential/Light Commercial "C" worker ratio composition is the first; fifth and every fourth worker thereafter are to be

Residential "C" Mechanics.

ARTICLE V :

Wages

SECTION 1. The total compensation package for Mechanics will increase by the same percentage increase in 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 and to follow ARTICLE VII of this agreement.

(a). The total compensation package for Residential/Light Commercial Mechanics and Residential/Light Commercial Helpers shall follow the Wage and Fringe Benefit schedule.

ARTICLE VI:

Hours, Holidays and Vacation

SECTION 1. The work week shall consist of a forty (40) hour week, except as provided for in this Agreement 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, and a thirty (30) minute lunch period. All work performed outside the regular workday during the regular work week and/or on Saturday, Sunday and the Holidays set forth hereinafter, 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.)

SECTION 2. **(a)** The following legal holidays shall be recognized and observed within

the jurisdiction covered by this Agreement:

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.

SECTION 4. Overtime shall only be worked at the sole discretion of and with the express authorization of the Employer or its designated representative.

SECTION 5. Employees shall receive one (1) week paid vacation after one (1) year of employment with a specific employer; and two (2) weeks paid vacation after three (3) years of employment. The determination of eligibility for vacation shall only be based upon employment with the Employer granting such vacation (i.e., a change in employers will result in recalculation of the one and three year eligibility period based upon time employed with the

new employer). Employees with less than a six month gap in employment with the same employer shall not lose accumulated time for calculation of vacation benefits; but the unemployment period shall not be included in that calculation. Vacation time may not be carried over beyond the calendar year in which it is accrued.

ARTICLE VII:

Fringe Benefits

SECTION 1. The Employer shall make/submit contributions for and on behalf of all Residential/Light Commercial “C” Mechanics and Residential/Light Commercial “C” Helpers performing work described in this Agreement to the Sheet Metal Workers' International Association Production Workers' Welfare Fund (New York). As per wage schedule.

(a). The 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 2. The employer shall make/submit contributions for and on behalf of all Residential/Light commercial “C” Mechanics and Residential/Light Commercial “C” Helpers performing work described in this agreement to the sheet Metal workers National Pension Fund as per Wage Schedule for each employee without deduction from the employee’s salary for all employees covered in the bargaining unit commencing from the first date of their employment.

SECTION 3. The Employer shall make/submit contributions for and on behalf of all Residential/Light Commercial “C” Mechanics and Residential/Light Commercial “C” Helpers performing work described in this Agreement to the Sheet Metal Workers' International Association Joint Labor Management Fund as per wage schedule.

SECTION 4. The Employer shall make/submit contribution payments together with names, social security numbers, and hours paid for the employees for whom such payments are made by the fifteenth (15th) day of each month for the preceding month. Said

contributions are to be remitted to (i) Sheet Metal Workers' International Association Production Workers' Welfare Fund (New York), (ii) Sheet Metal Workers' Joint Labor Management Fund (New York) (all said Funds are located at 195 Mineola Blvd., Mineola, NY 11501); and (iii) Sheet Metal Workers' National Pension Fund (Arlington, VA),

SECTION 5. The Employer shall make/submit contribution payments for and on behalf of all Residential/Light Commercial "C" Mechanics and Residential/Light Commercial "C" Helpers to the Fringe Benefit Funds set forth at the stated rate and manner including the filing of remittance reports as provided for in the Agreement between Sheet Metal Contracting Division of the Construction Industry 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 6. Contributions to the aforementioned Funds shall be made for employees in the bargaining unit commencing the first (1st) day of their employment.

SECTION 7. All reasonable costs, fees and disbursements incurred in collection of delinquencies shall be paid by the delinquent Employer.

SECTION 8. All delinquent contributions shall bear interest of two percent (2%) per month, excluding interest on arrears in reconciliation, which are ten percent (10%) or less. There shall be a five (5) day grace period before the interest shall commence to accrue. The Employer shall receive written notice of delinquency. Interest shall run from the end of the grace period. In addition to the foregoing, all delinquent Employers shall be charged with liquidated damages of one percent (1%) per month on the unpaid contributions.

The Trustees shall have the power to demand, collect, receive and hold the Employers' contributions and may take such steps, including but without limitation, the institution and prosecution of or the intervention in any proceedings at law, in equity or in bankruptcy or arbitration as may be necessary for the collection of monies due and owing or which may become due and owing to the Fund.

In the event that it shall become necessary to institute a legal action against an employer to collect delinquent contributions, the Trustees shall, in addition to the unpaid contributions, recover interest, penalties and other remedies provided in Section 502

of ERISA.

The Fund and Trustees shall have the right and privilege of examining the payroll records of the Employer for the purpose of ascertaining whether the amounts received from the Employer are correct. The Employer shall not withhold from the Fund and Trustees or its representatives such payroll books and/or records. If the Employer refuses to permit an audit, the Trustees may take whatever action is necessary, including but not limited to a lawsuit in Federal Court, to require that the audit be conducted; in which case, the Employer shall be assessed any legal fees and costs. If the compliance check reveals that inaccurate contributions or insufficient contributions have been made, the Employer agrees to pay all accountants fees incurred in making the audit and also all legal fees and costs incurred in collecting the delinquency.

SECTION 9. The Union has the right to withdraw employees from the Employer, in addition to all rights and remedies of the Union and Funds' Trustees after a fifteen (15) day delinquency in the payment of contributions or the submission of reports. The Union may exercise this right upon a seventy-two (72) hour notice.

SECTION 10. The Employer shall contribute to the Sheet Metal Industry Promotion Fund amounts equal to the total number of hours paid to mechanics and helpers by thirty five (\$.35) cents per hour. The contribution shall be remitted to the Association where the Employers shop is located. Reports shall accompany each remittance on forms as required by the Trustees of the Fund. Contributions by the Employer shall be made weekly, mailed on the same day wages are due, and for the same period. All reasonable costs, fees and disbursements incurred in collection of delinquencies shall be paid by the delinquent Employer. All delinquent contributions shall bear interest of two percent (2% per month, excluding interest on arrears in reconciliation, which are ten percent (10%) or less. There shall be a five (5) day grace period before the interest shall commence to accrue. The Employer shall receive written notice of the delinquency. The funds contributed hereunder shall be used to promote residential/light commercial work in the sheet metal industry.

ARTICLE VIII:

Surety Bond

SECTION 1. The Employer or its affiliate shall furnish a Surety Bond to the Sheet Metal Workers' Local Union # 28 Funds and Plans in the sum of one thousand dollars (\$1,000.00) per covered employee in order to secure payment(s) of fringe benefits provided for in this Agreement, and any other jointly-administered Fund or Funds which may hereafter be established.

ARTICLE IX :

Grievance Procedure

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.

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 SMACNA Association to which the grieved contractor submits Industry Promotion Fund contributions, whose decision shall be final and binding. All Board panelists must be either Business Agents from the counties covered by this agreement, or Employers signatory to and operating under this agreement. Any deadlock of the Joint Adjustment Board that is not taken to arbitration as set forth in Section 3 of this Article within seven (7) working days shall be considered withdrawn.

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.

SECTION 4. It is understood, that in the event that a Residential/Light Commercial “C” Employer is found in violation by a Joint Adjustment Board of any of the terms of this Agreement, 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 agreement.

SECTION 5. Once the prior notification of the award of a contract as required under Article IV, Section 1 is made: 1) the Union shall have 48 hours to notify the contractor the Union challenges the contractor’s determination the project did not need prior approval to use the terms of this agreement on a project. The Union shall notify the contractor verbally and by fax or email of its intention to challenge the issue. After the initial challenge is made, the Parties have 48 hours to resolve the matter. If the Parties are unable to come to an agreement the Union may process the issue through the grievance procedures for resolution. If the contractor commenced work before the aforementioned steps take place and was found that the prior approval was needed, it is understood the residential/Light Commercial “C” Employer will be found in violation of the contracting for a project without the approval of Local Union 28. In the event, all work on the project shall be completed with Local Union 28 Building Trades Journeyperson Mechanics.

SECTION 6. 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 Agreement, except for violations of Article VI, Section 9.

SECTION 7. 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 XIII hereof.

ARTICLE X:

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 XI :

Anti - Discrimination

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

ARTICLE XII.

No Strike No Lockout

There shall be no strikes and no lock-outs during the term of this Agreement.

ARTICLE XIII.

Most Favored Nation:

The Union agrees that it will not enter into an Agreement with any Employer containing more favorable conditions than those agreed to in the current Agreement. Should it be shown that more favorable conditions prevail, the more favorable conditions or wages shall apply to all signatories to this Agreement.

ARTICLE XIV:

Miscellaneous

SECTION 1. The parties agree to develop a procedure that will allow an interested Light Commercial "C" worker to become eligible for the Local Union No. 28 Building Trades apprentice program.

SECTION 2. On Public Works Projects all field personnel shall be Building Trades "A" Journeypersons and apprentices covered by the rates of pay, terms, provisions, and conditions of the A agreement.

SECTION 3. The Employer agrees to provide safe and sanitary conditions in its shop. The Employer shall provide any and all personal protective 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 sheet metal work described herein except to company affiliated with the SMWIA.

SECTION 7. If any term, provision, or condition of this Agreement 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 Agreement.

SECTION 8. The President / Business Manager of Local 28, the Business Agents of Local 28, representatives of contractors engaged in work under this contract, and a representative of SMACNA shall meet quarterly, beginning April 2012, to review the effectiveness of this Agreement; and to make such changes to the agreement as are mutually agreed on.

Article XV:

Shop Steward

SECTION 1. One Shop Steward per Employer shall be appointed from among the Employer's "C" workers by Local Union No. 28's Business Manager with input from the Employer; except that any field project employing six (6) or more workers shall have a Job Steward appointed specifically for the project.

SECTION 2. The Shop Steward shall be a working steward and shall perform the duties of a Residential/Light Commercial “C” Mechanic and shall report any violations of this Agreement 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 Agreement.

ARTICLE XVI:

Term

This Agreement and attachments hereto shall become effective as of December 1, 2017, and remain in full force and effect until December 31, 2020, 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 agreement shall continue in force and effect until conferences relating thereto have been terminated by either party.

Notwithstanding anything contained herein, an employer found in violation through a Joint Adjustment Board, the Union shall the right to terminate this agreement at anytime upon thirty (30) days' written notice to the employer. If the Union exercises this right, all work bid prior to this termination shall be permitted to continue in accordance with rules and regulations of this Agreement.

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

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

BY _____

TITLE _____

DATE _____

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

BY _____

TITLE _____

DATE _____

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

BY _____

TITLE _____

DATE _____

ARTICLE XVI:

Term

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Notwithstanding anything contained herein, an employer found in violation through a Joint Adjustment Board, the Union shall the right to terminate this agreement at anytime upon thirty (30) days' written notice to the employer. If the Union exercises this right, all work bid prior to this termination shall be permitted to continue in accordance with rules and regulations of this Agreement.

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

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

BY [Signature]
TITLE Executive Director
DATE 1/8/18

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

BY [Signature]
TITLE Pres
DATE 1/11/18

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

BY [Signature]
TITLE President + Business Mngs.
DATE (6-5-18)