

**STANDARD FORM**  
**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**INTERNATIONAL ASSOCIATION OF  
SHEET METAL, AIR, RAIL AND TRANSPORTATION WORKERS  
LOCAL UNION #137  
50-02 5<sup>th</sup> STREET  
LONG ISLAND CITY, N.Y. 11101**

**and**

**THE GREATER  
NEW YORK  
SIGN ASSOCIATION**

**August 1, 2019**

**TO**

**July 31, 2022**

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**STANDARD FORM OF UNION AGREEMENT  
SHEET METAL, PLASTIC, ELECTRIC AND NEON INDUSTRY  
-for-  
GREATER NEW YORK, NASSAU, SUFFOLK,  
WESTCHESTER AND ROCKLAND COUNTIES**

THE GREATER NEW YORK SIGN ASSOCIATION hereinafter referred to as the "EMPLOYER" and INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL AND TRANSPORTATION WORKERS, LOCAL UNION 137 of GREATER NEW YORK, LONG ISLAND, WESTCHESTER AND ROCKLAND COUNTIES, HEREINAFTER Referred to as the "UNION".

**ARTICLE I**

**SECTION 1. (UNION RECOGNITION)**

In as much as the Union has requested and submitted proof and the Employer is satisfied that the Union represents a majority of its employees in the bargaining unit described herein, the Employer recognizes the Union as the exclusive representative of all employees covered by this Agreement for the purpose of collective bargaining as to wages, hours and other conditions of employment and the handling of all matters within the scope of this Agreement.

**SECTION 2.**

(a) This Agreement covers the rates of pay and conditions of employment of all employees of the Employer engaged in but not limited to the manufacture, fabrication, assembly, erection, installation, dismantling, re-conditioning, adjustment, alteration, repairing, servicing and maintenance of all interior and exterior/outdoor industry related products, used in the manufacture and erection of all electrical, plastic, fiberglass, vinyl and neon signs, commercial signs, storefronts, awnings, marquee signs, soffits, display showcases, LED modules, road signs, bulletin boards, scoreboards and billboards for indoor and outdoor advertising including but not limited to any and all sign support structure, billboard panels, sign cabinets or the like in kind serving the same purpose, the layout, fabrication and installation of any base plate, gusset plates, companion flanges and attachment of these sections to any support member, such as pipe, angle iron, channel and/or wide flange beams, tube steel and/or other similar shapes, the preparation of all shop and field sketches whether manually drawn or computer assisted used in fabrication and erection, including

those taken from original architectural and engineering drawings or sketches. This work also includes the layout, fabrication and installation of upper support structures used to support the sign face(s) including catwalks, ladders, rails and any and all substitute signage or materials used in lieu thereof and any other identification system whether interior or exterior/outdoor advertising included in the jurisdictional claims of the SMART including any and all related future technological advancements that may enhance, replace or compete with the scope of work provided herein that serves the same or similar purpose and shall include installation and fabrication of cell site and green products including but not limited to wind and solar.

(b) The Employer further agrees that the operating of any equipment or new technology which has as its essential purpose of replacing or changing those jobs or procedures traditionally performed by sheet metal workers and all other sheet metal work will be covered by this agreement and considered to be the jurisdictional claim of the Sheet Metal Workers' International Association.

### **SECTION 3.**

The Employer agrees that no one but Sheet Metal Workers, all who are members of the unit shall be employed on any work described in ARTICLE 1, SECTION 2.

### **SECTION 4.**

The Union agrees to furnish at all times to the Employer upon request and if available, duly qualified Journeymen and Apprentices in sufficient numbers as may be necessary to properly execute work contracted for, by the Employer in the manner and under conditions specified in this Agreement.

### **Section 5. (DISCRIMINATION)**

Neither the Union nor the Employer shall discriminate against any Employee, or applicant for employment or Union membership because of race, creed, color, age, sex, place of national origin, marital status, sexual orientation, citizenship status, veteran status, or disability (provided it does not impair the ability of the Employee or applicant for employment to perform the required work).

## ARTICLE II

### SECTION 1. (UNION SECURITY)

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 SECTION 2 of this Agreement, thirty (30) days following the beginning of such employment, or the effective date of this Agreement, whichever is later, the Employer has reasonable ground 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 fees uniformly required as a condition of acquiring or retaining membership.

### Section 2. (Probationary Period)

All employees deemed Shop Production Workers shall be considered to be probationary employees for the first thirty (30) days of their employment. During this period, the Employer may discharge the Employee for just cause without recourse to the Grievance and Arbitration Procedures of the Agreement. If after the thirty first (31) day of probationary period the Employee is retained, the Employer will contribute to all fringe benefit funds retroactive to the beginning of the first day and will collect both initiation fees and dues, if required, as of the beginning of the first (1) day of employment and forward these monies to the respective Funds as well as the Union.

### SECTION 3.

If during the term of this Agreement the National Labor Relations Act shall be amended in such a manner 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.

In the event that any of the provisions of this Agreement shall now or hereafter be declared or held to be in violation of any law or regulation, then only those illegal provisions shall be eliminated from the contract and deemed deleted there from; such deletion shall not affect the remaining parts of the Agreement herein which shall continue in full force and effect minus the deleted provision.

#### SECTION 4.

The Employer agrees to deduct from the wages of each Journeyman, Apprentice and Shop Production Worker, who voluntarily signs a valid and appropriate deduction authorization form, such dues as required by the Union and to remit same to the Union, in the following manner:

(a) Upon the signing of this Agreement, the Union shall notify the Employer in writing of the amount of such dues and shall notify the Employer in writing of any subsequent changes in the amount of the dues.

(b) The deduction of the dues shall be made weekly and remitted to the Union by the Tenth (10th) of the following month.

(c) The deduction authorization shall be in the following form:

Pursuant to the terms of the Collective Bargaining Agreement between the Employer and Local 137 Sheet Metal Workers' International Association, including any renewal thereof, I hereby voluntarily and individually authorize my Employer to deduct from my wages Union dues in such amounts as specified in writing by Local 137. These deductions shall be remitted to the Financial Secretary of the Union.

This authorization is irrevocable for the period of one (1) year, or until the termination of the collective bargaining Agreement, whichever is sooner, and shall be automatically renewed and irrevocable for successive periods of one (1) year each, or for the period of each succeeding applicable collective bargaining agreement between the Employer and the Union, whichever shall be shorter unless written notice is given by me to the Employer and Union not less than sixty (60) days prior to the expiration of each period of one year, or each collective bargaining agreement between the Employer and the Union, whichever occurs sooner.

I hereby release my Employer from any liability in connection with the deduction of Union dues, except for remitting same to the Union each month.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

(d) The Union shall indemnify and absolve the Employer from any claims, demands, suits or other forms of liability that might result

from action taken by the Employer in reliance upon the deduction authorization form submitted by the Union to the Employer.

**SECTION 5.**

Neither the Employer, nor an individual employee or group of employees, shall have the right to modify or waive any of the provisions of this agreement. Any modification must be in writing, duly executed by an authorized agent of the Employer, and by the President/Business Manager and/or Secretary Treasurer of the Union. The Union may request that all negotiations for modification be held in the presence of a negotiation committee during regular working hours without pay for the same.

**ARTICLE III**

**SECTION 1. (DUES CHECK-OFF)**

(a) The Employer agrees that all Journeymen shall receive, once each calendar month, a supplemental payment for each hour worked by the Employer hereunder during the preceding month at the following rates as follows:

**August 1, 2019 - \$ 6.25 per hour worked**

**August 1, 2020 - TO BE ALLOCATED BY MEMBERSHIP, PURSUANT TO CONTRACT**

**August 1, 2021 - TO BE ALLOCATED BY MEMBERSHIP, PURSUANT TO CONTRACT**

(b) The Employer agrees that all Apprentices shall receive, once each calendar month, a supplemental payment for each hour worked by the Employer hereunder during the preceding month, at the percentage of the journeyman's contribution rate:

|            |                                                     |
|------------|-----------------------------------------------------|
| <b>A1</b>  | <b>(35%) BASED ON JOURNEYMENS CONTRIBUTION RATE</b> |
| <b>A2</b>  | <b>(40%) BASED ON JOURNEYMENS CONTRIBUTION RATE</b> |
| <b>A3</b>  | <b>(45%) BASED ON JOURNEYMENS CONTRIBUTION RATE</b> |
| <b>A4</b>  | <b>(50%) BASED ON JOURNEYMENS CONTRIBUTION RATE</b> |
| <b>A5</b>  | <b>(55%) BASED ON JOURNEYMENS CONTRIBUTION RATE</b> |
| <b>A6</b>  | <b>(60%) BASED ON JOURNEYMENS CONTRIBUTION RATE</b> |
| <b>A7</b>  | <b>(65%) BASED ON JOURNEYMENS CONTRIBUTION RATE</b> |
| <b>A8</b>  | <b>(70%) BASED ON JOURNEYMENS CONTRIBUTION RATE</b> |
| <b>A9</b>  | <b>(75%) BASED ON JOURNEYMENS CONTRIBUTION RATE</b> |
| <b>A10</b> | <b>(80%) BASED ON JOURNEYMENS CONTRIBUTION RATE</b> |

**August 1, 2019- July 31, 2022**

(c) The Employer agrees that all Shop Production Workers shall receive, once each calendar month, a supplemental payment for each hour worked by the Employer hereunder during the preceding month as follows:

**EFFECTIVE DATE**

**CONTRIBUTION PER HOUR**

**August 1, 2019- increase as set forth in Article V, Section 7 (c)**  
**August 1, 2020- increase as set forth in Article V, Section 7 (c)**  
**August 1, 2021- increase as set forth in Article V, Section 7 (c)**

**SECTION 2. (PAL FUND)**

The Employer agrees that all Journeymen shall receive, once each calendar month, a supplemental payment for each hour worked by the Employer hereunder during the preceding month as follows:

**August 1, 2019- \$ .10 per hour worked.**  
**August 1, 2020- TO BE ALLOCATED BY MEMBERSHIP, PURSUANT TO CONTRACT**  
**August 1, 2021- TO BE ALLOCATED BY MEMBERSHIP, PURSUANT TO CONTRACT**

(a) The Employer agrees that all Shop Production Workers shall receive, once each calendar month, a supplemental payment for each hour worked by the Employer hereunder during the preceding month as follows:

**EFFECTIVE DATE**

**CONTRIBUTION PER HOUR**

**August 1, 2019- July 31, 2022** **\$0.10**

**SECTION 3.**

Supplemental payments under this Article III shall be paid for all hours worked at the rates specified in this Article III without increasing those rates by time and a half (1½) for premium or overtime hours worked.

**SECTION 4.**

The payments required by the provisions of Article X, Section 1 and Article IX, Section 1 of this Agreement (National Pension Fund, Apprenticeship Training Fund, Local Union Scholarship Fund and Insurance Fund) shall be independent of and in addition to any payments made pursuant to the terms of this Article III.



## ARTICLE IV

### SECTION 1. (WORK DAY)

(a) Each Employer shall establish a fixed starting time between the hours of 6 A.M. and 8 A.M. This time once established by the Employer cannot be changed without written permission from the Union.

(b) The regular working day shall consist of (7) hours of labor both in the shop and in the field. Each Employer shall establish a fixed one half (1/2) hour lunch break between the hours of 11:00 AM and 12:00 PM. This time, once established by the Employer, cannot be changed without written permission from the Union.

(c) All hours worked on Saturdays and Sundays shall be paid at the rate of time and one Half (1 ½) the regular rate of pay.

(d) All hours worked before the established start time and after seven (7) hours of labor shall be paid at the rate of time and one half (1 ½) the regular wage rate.

(e) All hours worked on paid holidays shall be paid at the rate of time and one half (1 ½) the regular wage rate, plus the holiday pay itself.

(f) If an employee starts before the established start time and works less than (7) seven hours at time and one half (1 ½) the regular wage rate, the employee will be given the opportunity to work their regular work day, except while riding in a vehicle this time shall be paid at regular time up to forty (40) hours per week.

(g) Any employee who works 7 hours of labor within the same shift at the rate of one and one half (1 ½) times the regular wage rate shall remain at the rate until the shift ends.

(h) Any employee who works 7 hours or more at one and one half (1 ½) times the regular wage rate must receive a seven (7) hour break before beginning another shift.

## **SECTION 2. (Inclement Weather)**

All covered Employees who report for work at the shop or job site and are not placed to work because of inclement weather shall be entitled to two (2) hours pay at their regular rate of wages. If an Employee works past two (2) consecutive hours, the employee shall be paid for a full seven (7) hour day.

## **SECTION 3. (Paid Holidays)**

Employees shall be paid at the regular rates of wages for the following Ten (10) Holidays without being required to work:

- |                     |                                  |
|---------------------|----------------------------------|
| 1. NEW YEAR'S DAY   | 6. COLUMBUS DAY                  |
| 2. PRESIDENTS DAY   | 7. ELECTION DAY                  |
| 3. MEMORIAL DAY     | 8. THANKSGIVING DAY              |
| 4. INDEPENDENCE DAY | 9. THE DAY AFTER<br>THANKSGIVING |
| 5. LABOR DAY        | 10. CHRISTMAS DAY                |

(a) Any Employee who has worked for three (3) months or more for the same Employer and is laid-off ten (10) days or less prior to a Holiday shall be entitled to receive pay for the Holiday at the time of layoff.

(b) An Employee who has been employed ten (10) working days or less prior to any Holiday shall be entitled to Holiday pay as follows:

The employee is to be paid ten percent (10%) of a regular day's pay (7 hours) at their regular rate of wages for each day the employee worked up to the holiday. This pay will be in addition to their regular wages for each day that they work.

(c) If a holiday falls on a Saturday, the Employees shall not work on the Friday proceeding such holiday and shall be paid for same. If a holiday falls on a Sunday, the Employees shall not work on the Monday following such holiday and shall be paid for same.

## **SECTION 4.**

All labor performed in connection with or incidental to the work covered by this Agreement shall take place within the regular working hours specified in SECTION 1. of this Article. No overtime shall be permitted or required outside of said regular working hours or on the holidays specified except in cases of emergency, when by mutual consent of both parties hereto, such emergency overtime work may be permitted.

## SECTION 5. (VACATION)

All regularly employed Journeymen shall receive each year as follows:

One (1) week of WINTER VACATION with pay at their regular wage rate, and two (2) weeks of SUMMER VACATION with pay at their regular wage rate prevailing as of June 30th of that year; the vacation year shall be between June 1st and May 31st of the following year.

(a) Where an employee has not worked the full vacation-earning period for the Employer, that employee shall be paid six percent (6%) of their gross earnings during such earnings period in lieu of their vacation pay.

(b) All employees who have been employed in the industry twenty (20) years or more shall be entitled to a fourth (4<sup>th</sup>) week of vacation each year. Where an employee has not worked the full vacation-earning period, that employee shall be paid eight (8%) of their gross earnings during such earning period in lieu of their vacation pay.

(c) The winter vacation shall be based on the earning period from June 1st through September 30th. The summer vacation shall be based on the preceding earning period of October 1st through May 31st. An Employee shall receive their vacation money on the last workday before their vacation, lay-off or termination of employment. Each Employee must take his winter and summer vacation.

(d) Any Apprentice who has been continuously employed in the industry shall receive paid vacations at their regular wage rate as follows:

| Status | Paid Vacation   | percentage of gross wage |
|--------|-----------------|--------------------------|
| A1&A2  | One (1) Week    | (2%)                     |
| A3&A4  | One (1) Week    | (2%)                     |
| A5&A6  | Two (2) weeks   | (4%)                     |
| A7-A10 | Three (3) weeks | (6%)                     |

(e) All Apprentices not entitled to three (3) weeks' vacation must take their vacation in the summertime.

(f) Any Shop Production Worker who has been continuously employed in the industry shall receive paid vacations at their regular wage rate as follows:

| Years Employed                            | Paid Vacation | Percentage of Gross Wages |
|-------------------------------------------|---------------|---------------------------|
| After first year of employment (1) year   | One (1) Week  | (2%)                      |
| After second year of employment (2) years | Two (2) weeks | (4%)                      |

## **SECTION 6. (SICK LEAVE)**

The Union expressly waives any right to paid sick leave for the employees covered by this agreement as set forth in any legislation enacted by the City of New York.

## **ARTICLE V**

### **SECTION 1. (WORK RULES)**

On a shop to shop basis, in slack times the work shall be distributed among the employees equally, the union shall have the right to require that any and all employees who have accrued vacation time shall be required to take the accrued time off, before any distribution of work, with the exception of foreman, shop steward and specialized employees. Overtime will be allowed only on projects that conditions require them to be done during overtime hours. Overtime will be permitted for the completion of a project in the field already started within the same day.

### **SECTION 2.**

The Employer shall employ at least two (2) Journeymen for fifty-two (52) weeks each year. If the Employer shall have no work available for two (2) Journeymen, the Employer may apply to the Business Manager of Local 137 who may at his/her discretion, grant a waiver of this requirement on such terms for such period of time as he/she deems appropriate.

### **SECTION 3. (HAND TOOLS)**

Journeymen shall provide themselves with the following necessary hand tools, except that when Employees are required to use right and left Aviation shears shall be supplied by the Employer.

#### **FABRICATORS**

30' Tape  
Bullpen Hammer  
2 Screwdrivers  
(straight & phillips)  
Combination Square  
Scriber  
Awl  
Open Wrenches 7/16-3/4  
Vise grip

#### **ERECTORS**

30' Tape  
Claw Hammer  
2 Screwdrivers  
(straight & phillips)  
Open-end wrenches 7/16-3/4  
Vise grip

#### **APPRENTICES**

30' Tape

#### **SECTION 4. (TRANSPORTATION)**

(a) Journeymen shall not be permitted or required as a condition of employment to furnish the use of an automobile or other conveyance to transport men, tools, equipment or material's from shop to job, from job to job or from job to shop. Facilities for such transportation are to be provided by the Employer. This provision shall not restrict the use of an automobile or other conveyance to transport its owner and person tools from home to shop or job at starting time or from job to home at quitting time.

(b) The Employer shall furnish suitable lockers or chests for storage of clothing and tools. In order to place definitely the responsibility for loss by fire or theft, it is agreed that claims be limited as follows:

|                       |                                        |
|-----------------------|----------------------------------------|
| Coat/Jacket..\$125.00 | Clothing....\$125.00                   |
| Shoes. ....\$125.00   | Kit of Tools.....\$275.00 (Fabricator) |
|                       | \$200.00 (Erector)                     |
|                       | \$ 25.00 (Apprentice)                  |

#### **SECTION 5.**

The Employer agrees to keep the shop in the best sanitary condition as possible.

#### **SECTION 6. (SUB-CONTRACTING)**

(a) The Employer agrees NOT to Sub-Contract any work unless permission in writing is secured from the Union.

(b) An Employer who violates the subcontracting provisions of the Agreement shall be liable to the International Association of Sheet Metal, Air, Rail and Transportation Workers Local Union 137 General Fund for double the wages and fringe benefit contributions due on work performed by its subcontractor.

#### **SECTION 7. (SHOP FABRICATION/JOURNEYMEN/APPRENTICE/SHOP PRODUCTION WORKER RATIO)**

The ratio of Journeymen to Apprentice to Shop Production Worker for shop fabrication only shall be as follows:

2 Journeymen  
1 Apprentice

After the employment of the above, then it would become:

2 Journeymen  
1 Apprentice  
1 Shop Production Worker

After the employment of the above, then it would become:

2 Journeymen  
2 Apprentices  
2 Shop Production Workers

After the employment of the above, an employer shall be entitled to employ Journeymen/Apprentices/Shop Production Workers in a ratio of two (2) Journeymen to two (2) Apprentices to two (2) Shop Production Workers thereafter.

(a) It is agreed that all Shop Production Workers under this Agreement shall not perform any work outside the shop for any reason. If any Shop Production Worker performs any work outside the shop, such outside work shall be considered a material breach of the Agreement. For each and every occurrence of a Shop Production Worker performing any work outside the shop, the parties agree that the Employer shall be liable for the payment of liquidated damages to the Union in the amount of \$10,000 under Section 301(c)(2) of the Labor Management Relations Act, 29 U.S.C. § 186(c)(2).

(b) The Union will employ upon request by an employer, Shop Production Workers in accordance with the ratio set forth in this agreement.

(c) Shop Production Workers will be hired at thirty six (36%) percent of the Journeyman's package for their first year of employment. Shop production workers shall receive a six (6%) percent increase for the second year of employment and an eight percent (8%) increase for the third year of employment, capping at fifty percent (50%) of the Journeyman's package for employment thereafter.

**SECTION 8. (SIGN ERECTOR JOURNEYMEN/APPRENTICE RATIO)**

The employer shall be entitled to employ one (1) Apprentice for the first two (2) Sign Erector Journeymen.

The Employer shall be entitled to employ any additional Apprentices in accordance with the sequence of the ratio set forth above.

## **SECTION 9. (OWNER MEMBER)**

(a) Only one (1) owner-member shall be permitted to work with the tools, and at no time shall the owner-member be included in any journeymen/apprentice ratios stated herein.

(b) Any owner-member working with the tools of the trade shall pay the minimum of (170) one hundred seventy hours per calendar month to all fringe benefit programs under the respective collective bargaining agreement; provided however, that if the owner-member works in excess of the minimum number of hours, he shall pay to all fringe benefit programs for the actual hours worked in accordance with said collective-bargaining agreement.

## **SECTION 10. (FOREMAN)**

The employers agree there shall be a foreman in charge at every jobsite, which requires a crew size of three or more employees. On jobsites that require mandatory or agency directed flagmen, the flag person shall not be included in the crew size for foreman eligibility.

## **ARTICLE VI**

### **SECTION 1. (TRAVEL TIME)**

(a) Sheet Metal Workers covered by this agreement shall be governed by the regular working hours specified herein; and shall provide themselves transportation from home to shop/job at starting time and from shop/job to home at quitting time.

(b) The employer shall provide all necessary transportation during the regular working hours specified herein.

(c) The employees instructed to report to a jobsite within the limits of New York City (Five Boroughs) must be given the exact location before quitting time on the prior day and shall provide themselves with all necessary transportation. Any employee not given the exact location before quitting time on the prior day shall report directly to the shop and shall be paid from shop to jobsite and from jobsite to shop at their regular hourly wage not to exceed forty (40) hours.

(d) Any employee instructed by the employer to report to a specific jobsite shall report to that jobsite and only that jobsite and shall be paid in accordance with Article IV herein and must be returned to the

original specific location. A1 and A2 apprentices shall be reimbursed up to \$20.00 per day for travel only when required by the employer to shape up in accordance with article VI section 1(C), But only upon presentation of receipts for travel expenses.

(e) Any employee driving a vehicle from shop to jobsite or from jobsite to shop shall be paid in accordance with Article IV herein. Any employee not given a jobsite before quitting time on the prior day shall be paid his regular wage as a passenger, at no time shall they exceed Forty (40) regular hours.

(f) At no time shall a Journeyman be displaced as a driver by an apprentice, unless the Journeyman or other available Journeymen are not capable of driving.

## **SECTION 2.**

(a) Any Employee driving a truck after the regular working hours shall be paid in accordance with Article IV Section 1 (Work Day). While traveling within the jurisdictional claims of Local 137, passenger shall not exceed Forty (40) regular hours while traveling.

(b) On all out of town work the Employer shall pay traveling expenses.

(c) When Employees are traveling outside the jurisdictional claims of Local 137, they shall be paid in accordance with Article IV Section 1 (Work Day).

(d) On all out-of-town work the Employer shall pay all room fees, but only upon presentation of receipts for the same, plus a maximum of \$75.00 per day per employee for food, phone and miscellaneous expenses, but only upon presentation of receipts for the same. No more than two (2) men shall occupy one (1) room.

## **SECTION 3.**

Where Employees covered by this Agreement are required by the Employer to perform work within the territorial jurisdiction of any other Local Union affiliated with the Sheet Metal Workers International Association whose established wage scales are higher than the rates specified in this Agreement, the higher wage scale of the Local Union in whose jurisdiction the work is to be erected and/or installed shall prevail and be paid by the Employer.



#### **SECTION 4.**

When sent by the Employer to supervise or perform work outside of the territorial jurisdiction of the Union and into the Jurisdiction of another Local Union affiliated with the Sheet Metal, Air, Rail and Transportation Workers International Association, Journeyman Sheet Metal Workers and Journeyman Sign Hangers covered by this Agreement shall immediately report to the officers or representatives of the Local Union into whose jurisdiction they have been sent, before starting to work. Said Journeymen shall be paid all necessary transportation, traveling time, board and other expenses while employed in the jurisdiction of another affiliated Local Union. They shall receive the rate of pay established in the jurisdiction of another affiliated Local Union while employed there, but in no event shall they receive less than the hourly rate prevailing under this Agreement. They shall not be required to transfer their membership to the Local Union in whose Jurisdiction they are temporarily employed, but they shall be governed by the established working rules of said local Union.

### **ARTICLE VII**

#### **SECTION 1. (WAGE ALLOCATION)**

The Employer and the Union agree that monies negotiated shall be allocated as needed by the Union, subject to the approval of the Unions membership. The Union agrees to notify the Employer in writing by the 1<sup>st</sup> Day of July of their required allocations for the upcoming contract year.

Both parties agree to the following taxable amounts for wages:

**August 1, 2019- \$1.61**

**August 1, 2020- \$1.68**

**August 1, 2021- \$1.68**

Both parties agree to the following non-taxable amounts for benefits.

**August 1, 2019- \$1.25**

**August 1, 2020- \$1.26**

**August 1, 2021- \$1.89**

The Union agrees not to exceed the amounts negotiated above, should the union require additional money for benefits, the Union shall have the right to reduce other benefit contributions, and or wages to cover additional cost of benefits required by the Board of Trustees of the

respectful Fund. The Union further agrees to meet all funding requirements of the Sheet Metal National Pension Fund, as per the Pension Fund Trustees, without any additional cost to the Employer.

**SECTION 2. (WAGES)**

(a) The minimum wage rate for Journeymen shall be as follows:

| <b>EFFECTIVE DATE</b>                                                       | <b>WAGES PER HOUR</b> |
|-----------------------------------------------------------------------------|-----------------------|
| <b>August 1, 2019</b>                                                       | <b>\$50.79</b>        |
| <b>August 1, 2020 - TO BE ALLOCATED BY MEMBERSHIP, PURSUANT TO CONTRACT</b> |                       |
| <b>August 1, 2021 - TO BE ALLOCATED BY MEMBERSHIP, PURSUANT TO CONTRACT</b> |                       |

(b) A foreman in charge shall be paid in addition to the minimum wage rate for Journeymen, the following amounts.

| <b>EFFECTIVE DATE</b> | <b>WAGES PER HOUR</b> |
|-----------------------|-----------------------|
| <b>August 1, 2019</b> | <b>\$8.00</b>         |
| <b>August 1, 2020</b> | <b>\$8.00</b>         |
| <b>August 1, 2021</b> | <b>\$8.00</b>         |

(c) The minimum wage rate for Apprentice's shall be as follows:

|                 |                  |
|-----------------|------------------|
| <b>A1 (35%)</b> | <b>A6 (60%)</b>  |
| <b>A2 (40%)</b> | <b>A7 (65%)</b>  |
| <b>A3 (45%)</b> | <b>A8 (70%)</b>  |
| <b>A4 (50%)</b> | <b>A9 (75%)</b>  |
| <b>A5 (55%)</b> | <b>A10 (80%)</b> |

**August 1, 2019 thru July 31, 2022 - BASED ON JOURNEYMENS WAGE RATE**

(d) Apprentice System - The Employer and the Union shall take prompt action to set up and maintain an Apprentice Training Program and/or system, which will insure an adequate force of skilled Journeymen (mechanics). The system shall be set up and supervised by a Joint Apprenticeship Committee consisting of any equal number of representatives of both the Employers and the Union, for which they shall establish rules and regulations for the operation of the Apprentice Training Program and shall approve advancement within the wage program set forth in SECTION 2 (c) of this ARTICLE.

(e) The minimum wage rate for Shop Production Workers shall be as follows:

**EFFECTIVE DATE****WAGES PER HOUR**

August 1, 2019- increase as set forth in Article V, Section 7 (c)

August 1, 2020- increase as set forth in Article V, Section 7 (c)

August 1, 2021- increase as set forth in Article V, Section 7 (c)

**SECTION 3. (PAYMENT OF WAGES)**

(a) Wages shall be paid either by cash, check or electronic deposit in the shop or on the job at or before quitting time each week on the established pay day, except if an Employee is discharged or laid-off, the employee shall be paid in full at the time of such discharge or lay-off.

(b) At no time shall employees be required to pay for check cashing services, unless the Employer provides check-cashing service at no cost to the employee, and such services are not utilized by the employee.

(c) There shall be at least a twenty-four (24) hour notice given to the Union of any layoff, excluding Saturdays, Sundays and Holidays, except for conditions beyond the control of the Employer and/or Act of God. This is confidential information only for the Union Officials. A termination notice shall be on forms provided to the employer. A copy of the termination notice shall be sent to the Union with the twenty four (24) hour notice.

(d) Any employee who is laid off and not paid in full as per the contract within 24 hours of the said layoff, excluding Saturdays, Sundays and Holidays, will report for work the next day and any and all other days until the employee is paid in full all wages, Holidays and accrued vacation that the employee may be entitled.

**ARTICLE VIII****SECTION 1. (DISABILITY INSURANCE)**

The Employer agrees to deduct State Disability benefit contributions from the wages of his Employees. The Employer agrees to pay his State Disability benefit contributions, and file with the Union the name of the disability carrier.

**SECTION 2. (COMPENSATION INSURANCE)**

The Employer shall carry full compensation insurance for the Employees covered by this Agreement. The Employer shall file with Union

the name of the insurance carrier as well as the date of the expiration of the insurance policy.

## **ARTICLE IX**

### **SECTION 1. (INSURANCE FUND)**

(a) The Employer agrees to pay monthly into the Union's Insurance Fund for all Journeymen, the following hourly amounts:

**August 1, 2019 - \$ 13.25 per hour worked**

**August 1, 2020 - TO BE ALLOCATED BY MEMBERSHIP, PURSUANT TO CONTRACT**

**August 1, 2021- TO BE ALLOCATED BY MEMBERSHIP, PURSUANT TO CONTRACT**

(b) The Employer agrees to pay monthly into the Union's Insurance plan each hour worked for all Apprentices as follows:

| <b>STATUS</b> | <b>CONTRIBUTION RATE</b>                   |
|---------------|--------------------------------------------|
| <b>A1</b>     | <b>35% OF JOURNEYMAN CONTRIBUTION RATE</b> |
| <b>A2</b>     | <b>40% OF JOURNEYMAN CONTRIBUTION RATE</b> |
| <b>A3</b>     | <b>45% OF JOURNEYMAN CONTRIBUTION RATE</b> |
| <b>A4</b>     | <b>50% OF JOURNEYMAN CONTRIBUTION RATE</b> |
| <b>A5</b>     | <b>55% OF JOURNEYMAN CONTRIBUTION RATE</b> |
| <b>A6</b>     | <b>60% OF JOURNEYMAN CONTRIBUTION RATE</b> |
| <b>A7</b>     | <b>65% OF JOURNEYMAN CONTRIBUTION RATE</b> |
| <b>A8</b>     | <b>70% OF JOURNEYMAN CONTRIBUTION RATE</b> |
| <b>A9</b>     | <b>75% OF JOURNEYMAN CONTRIBUTION RATE</b> |
| <b>A10</b>    | <b>80% OF JOURNEYMAN CONTRIBUTION RATE</b> |

(c) The Employer agrees to pay monthly into the Union's Insurance Fund for all Shop Production Workers, the following hourly amounts:

| <b>EFFECTIVE DATE</b>  | <b>CONTRIBUTION PER HOUR</b>                             |
|------------------------|----------------------------------------------------------|
| <b>August 1, 2019-</b> | <b>increase as set forth in Article V, Section 7 (c)</b> |
| <b>August 1, 2020-</b> | <b>increase as set forth in Article V, Section 7 (c)</b> |
| <b>August 1, 2021-</b> | <b>increase as set forth in Article V, Section 7 (c)</b> |

(d) Contributions under this Section 1, Article IX shall be made for all hours worked at the rates specified in this Section without increasing those rates by time and a half (1½) for premium or overtime hours worked.

(e) No Employee covered by this agreement shall make or be required to make any contribution whatsoever to said Fund.

## **SECTION 2. (ANNUITY FUND)**

(a) The Employer agrees to pay monthly into the Sheet Metal Workers Annuity Fund for each Journeyman, for each hour worked under this agreement as follows:

**August 1, 2019 - \$ 9.50 per hour worked**

**August 1, 2020 - TO BE ALLOCATED BY MEMBERSHIP, PURSUANT TO CONTRACT**

**August 1, 2021 - TO BE ALLOCATED BY MEMBERSHIP, PURSUANT TO CONTRACT**

(b) Contributions under this Section 2, Article IX shall be made for all hours worked at the rates specified in this Section without increasing those rates by time and a half (1½) for premium or overtime hours worked.

## **SECTION 3. (APPRENTICESHIP ANNUITY FUND)**

(a) The Employer agrees to pay monthly into the Sheet Metal Workers Annuity Fund for each Apprentice for each hour worked under this agreement, at the percentage of the journeyman's contribution rate:

**A5 (55%)  
A6 (60%)  
A7 (65%)  
A8 (70%)  
A9 (75%)  
A10 (80%)**

**August 1, 2019 thru July 31, 2022 - BASED ON JOURNEYMENS WAGE RATE**

(b) Contributions under this Section 3, Article IX shall be made for all hours worked at the rates specified in this Section without increasing those rates by time and a half (1½) for premium or overtime hours worked.

## **SECTION 4. (SHOP PRODUCTION WORKER ANNUITY FUND)**

(a) The Employer agrees to pay monthly into the Sheet Metal Workers Annuity Fund for each Shop Production Worker, for each hour worked under this agreement as follows:

**EFFECTIVE DATE**

**CONTRIBUTION PER HOUR**

**August 1, 2019- increase as set forth in Article V, Section 7 (c)**

**August 1, 2020- increase as set forth in Article V, Section 7 (c)**

**August 1, 2021- increase as set forth in Article V, Section 7 (c)**

- (b) Contributions under this Section 4, Article IX shall be made for all hours worked at the rates specified in this Section without increasing those rates by time and a half (1½) for premium or overtime hours worked.

#### SECTION 5. (401K PLAN)

Effective January 1, 2020 and subject to the Trustees of the SMART Local 137 Annuity Fund ("Fund") amending the Annuity Plan to include a 401(k) component to permit employee elective deferrals to the Plan, the employers agree to deduct from employees' wages 401(k) contributions that have been authorized in writing by the employee and to timely remit those employee contributions to the Fund. Such contributions are to be remitted to the Fund in accordance with applicable IRS guidance and/or Plan policies and/or Plan provisions. Failure to withhold and remit authorized contributions may result in contribution assessments to the employer and/or ceasing employment of affected employees. The employer's failure to remit salary deferrals in accordance with applicable IRS guidelines may result in excise taxes assessed against the employer by the IRS. The determination of such taxes and preparation of related filings is the responsibility of the employer. It is the intention of the parties that the Fund preserve its Safe Harbor status and that, employer contributions made to the Annuity Fund pursuant to this agreement will not be less than 3% of the employees' wages (or such other percentage set by the Internal Revenue Code). It is agreed that employees will not be permitted to defer contributions that exceed the maximum annual amounts set forth in the Internal Revenue Code. The Trustees of the Fund have sole power and authority to administer the Plan, including the 401(k) component, and to construe and interpret the terms of the Plan, including the terms regarding the 401(k) component.

#### SECTION 6. (APPRENTICESHIP TRAINING FUND)

(a) The Employer agrees to pay monthly into the Union's Apprenticeship Training Fund, for all Journeymen, for each hour worked under this agreement as follows:

August 1, 2019 - \$ 3.73 per hour worked

August 1, 2020 - TO BE ALLOCATED BY MEMBERSHIP, PURSUANT TO CONTRACT

August 1, 2021 - TO BE ALLOCATED BY MEMBERSHIP, PURSUANT TO CONTRACT

(b) The Employer agrees to pay monthly into the Union's Apprenticeship Training Fund, for all Apprentices, for each hour worked

under this agreement, at the percentage of the Journeyman's contribution rate:

|                 |                  |
|-----------------|------------------|
| <b>A1 (35%)</b> | <b>A6 (60%)</b>  |
| <b>A2 (40%)</b> | <b>A7 (65%)</b>  |
| <b>A3 (45%)</b> | <b>A8 (70%)</b>  |
| <b>A4 (50%)</b> | <b>A9 (75%)</b>  |
| <b>A5 (55%)</b> | <b>A10 (80%)</b> |

**August 1, 2019 thru July 31, 2022 - BASED ON JOURNEYMENS WAGE RATE**

(c)The Employer agrees to pay monthly into the Union's Apprenticeship Training Fund, for all Shop Production Workers, for each hour worked under this agreement as follows:

**August 1, 2019- increase as set forth in Article V, Section 7 (c)**

**August 1, 2020- increase as set forth in Article V, Section 7 (c)**

**August 1, 2021- increase as set forth in Article V, Section 7 (c)**

**SECTION 7. (LOCAL 137 SCHOLARSHIP FUND)**

The Employer agrees to pay monthly into the Local 137 Scholarship Fund, for all hours worked, for all Journeymen and Shop Production Workers as follows:

**August 1, 2019 - July 31, 2022 \$ 0.10 per hour worked**

## ARTICLE X

### SECTION 1. (NATIONAL PENSION FUND)

The following contributions shall be reported each month to SHEET METAL WORKERS NATIONAL BENEFITS FUNDS as per the requirements of the Board of Trustees.

### SECTION 2. (NATIONAL PENSION FUND)

Article X Section 2 relates to the Employer's obligation to contribute to the National Pension Fund ("NPF" or "Fund"). The Parties have adopted the NPF's First Alternative Schedule and the Employer agrees to contribute consistent with the timing and amount of Contribution Rate increases set forth in the First Alternative Schedule, which the parties will attach hereto. The First Alternative Schedule and the Fund's Trust Document are incorporated by reference into, and form part of, this Agreement. The Employer will increase its NPF Contribution Rate on or before the date, and in the amount, required in the First Alternative Schedule.

- (a) For the duration of this Agreement and any renewals or extensions thereof, the Employer will contribute to the NPF the negotiated rate per this Agreement, including the First Alternative Schedule (or any increased amount included in subsequent agreements) for each hour or part of an hour for which an Employee covered by this Agreement receives the basic hourly wage rate. Contributions for those hours paid at time and one half or double time rates will be made to the Fund at one and one-half (1½), or two (2) times the hourly Contribution Rate respectively, unless contributions for all other funds in this Agreement are limited to straight time contributions for all hours worked. Contributions are required for vacation time, sickness, absences, and other hours for which payment is made to the employees under this Agreement unless all other funds under this Agreement do not require payment for hours for which a Covered Employee is paid but does not perform services.
- (b) Contributions shall be paid starting with the employee's first day of Covered Employment (as defined by the Fund).
- (c) All contributions shall be made at such time and in such manner as the Trustees require. The Trustees have the authority to have an auditor audit the Employer's payroll, wage, job or project records for the purpose of determining the accuracy of contributions due to the Fund. If the audit reveals that inaccurate contributions or insufficient contributions have been made, the Employer agrees to pay all auditors' fees incurred in



making the audit and also all legal fees and costs incurred in collecting audit fees if judicial enforcement of this provision is necessary.

- (d) Employers shall submit a remittance report and the required contributions to the Fund Office by the twentieth (20th) of the month following the month when Covered Employment was performed. Failure to pay and timely file a report constitutes a delinquency in violation of the Employer's obligation under this Agreement, the Trust Document and ERISA. The Trustees may take whatever steps they deem necessary, including legal action and termination of the Employer, to collect such delinquent payments, any provisions of this Collective Bargaining Agreement to the contrary notwithstanding.
- (e) The Employer shall transmit contributions and remittance data electronically via the National Benefit Funds' secure online Internet Payment System ("IPS"), accessible at [www.smwnbf.org](http://www.smwnbf.org) (Contact the IPS Support Team via email at [ips@smwnbf.org](mailto:ips@smwnbf.org) or by calling 800-231-4622).
- (f) The Employer agrees to pay monthly into the National Pension Fund for each hour worked for all Journeymen as follows:

**August 1, 2019 - \$17.18 per hour paid**  
**August 1, 2020 - \$17.18 per hour paid**  
**August 1, 2021 - \$17.52 per hour paid**

- (h) The Employer agrees to pay monthly into the National Pension Fund for each hour worked for all Apprentices, as follows:

| STATUS | CONTRIBUTION RATE | STATUS | CONTRIBUTION RATE |
|--------|-------------------|--------|-------------------|
| A1     | (40%)             | A2     | (45%)             |
| A3     | (50%)             | A4     | (55%)             |
| A5     | (60%)             | A6     | (65%)             |
| A7     | (70%)             | A8     | (75%)             |
| A9     | (80%)             | A10    | (85%)             |

**August 1, 2019 thru July 31, 2022 - BASED ON JOURNEYMENS WAGE RATE**

- (h) The Employer agrees to pay monthly into the National Pension Fund for each hour worked for all Shop Production Workers as follows:

| EFFECTIVE DATE  | CONTRIBUTION PER HOUR                             |
|-----------------|---------------------------------------------------|
| August 1, 2019- | increase as set forth in Article V, Section 7 (c) |
| August 1, 2020- | increase as set forth in Article V, Section 7 (c) |
| August 1, 2021- | increase as set forth in Article V, Section 7 (c) |

(i) Contributions under this Section 2, Article X shall be made for all hours worked at the rates specified in this Section without increasing those rates by time and a half (1½) for premium or overtime hours worked.

### **SECTION 3. (INTERNATIONAL TRAINING INSTITUTE)**

The Employer agrees to pay monthly into the "INTERNATIONAL TRAINING INSTITUTE", for each hour worked, for all Journeymen, Apprentices and Shop Production Workers as follows:

**August 1, 2019 - \$ 0.02 per hour worked**

**August 1, 2020 - TO BE ALLOCATED BY MEMBERSHIP, PURSUANT TO CONTRACT**

**August 1, 2021 - TO BE ALLOCATED BY MEMBERSHIP, PURSUANT TO CONTRACT**

### **SECTION 4. (SMWIA SCHOLARSHIP FUND)**

The Employer agrees to pay monthly into the "SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION SCHOLARSHIP FUND", for each hour worked, for all Journeymen, Apprentices and Shop Production Workers as follows:

**August 1, 2019 - \$ 0.01 per hour worked**

**August 1, 2020 - TO BE ALLOCATED BY MEMBERSHIP, PURSUANT TO CONTRACT**

**August 1, 2021 - TO BE ALLOCATED BY MEMBERSHIP, PURSUANT TO CONTRACT**

### **SECTION 5. (SMOHIT OCCUPATIONAL HEALTH FUND)**

The Employer agrees to pay monthly into the "SHEET METAL OCCUPATIONAL HEALTH INSTITUTE TRUST ", for each hour worked, for all Journeymen, Apprentices and Shop Production Workers as follows:

**August 1, 2019 - \$ 0.02 per hour worked**

**August 1, 2020 - TO BE ALLOCATED BY MEMBERSHIP, PURSUANT TO CONTRACT**

**August 1, 2021 - TO BE ALLOCATED BY MEMBERSHIP, PURSUANT TO CONTRACT**

## **ARTICLE XI**

### **SECTION 1. (PAYMENTS OF BENEFITS)**

The Employer shall electronically report hours when available and make all payments to the Insurance Fund, the Annuity Fund, the Apprentice Training Fund, the Local 137 Scholarship Fund and the National Pension Fund, the International Training Institute and the

SMWIA Scholarship Fund, except where otherwise indicated, are to be made no later than the tenth (10th) day of each month for the preceding month.

Should the Employer fail to make such payments within the required time, the Union shall have the right to take the same steps to enforce payment as it would in case of a failure to pay wages, including the right to order the Employees to stop working. In such case the Employees shall, on their returning to work, be paid by the Employer for the time lost by them during the work stoppage. Additionally, if legal action is necessary to enforce the payment of contributions to the Funds, the Employer shall pay the sums set forth by the "Employee Retirement Income Security Act of 1974" as liquidation damages.

## **SECTION 2.**

All monies paid into the Funds shall be deposited in a bank and shall be kept separate from all funds of the Union, and shall be drawn against as is required for current operating expenses and to pay benefits as they become due and payable. Surplus funds may be invested in securities as directed by the Trustees governing such funds.

## **SECTION 3.**

The Trustees shall have the right to reduce the Insurance and/or Retirement benefits only if it can be shown that the contributions made to the Insurance or Retirement Fund by the Employer are insufficient to meet such benefits by the Insurance or Retirement Funds.

The Employer shall be bound by all of the terms and conditions of all of the Agreements and Declarations of Trust and any plans there under with respect to all of the aforementioned Funds and by all by-laws regulating each of said Funds.

The Employer does acknowledge that he/she has received copies of the various and respective Agreements and Declarations of Trust and any Plans there under pertaining to the aforementioned Funds.

## **SECTION 4.**

For the purpose of this Section, the Union shall be deemed a covered Employer and each of their paid Employees shall be covered Employees of the Funds. The Union shall contribute on behalf of its covered Employees in the same manner as any other covered Employer of the Funds. Covered Employees of the Union shall be entitled to receive when eligible; such benefits as are available to other covered Employees of said Funds.

## SECTION 5.

Upon request, the employer will provide when available electronically, in native form to the Funds' Compliance Auditor (the "auditor") all books and records which the auditor determines are necessary to determine if contributions have been made in accordance with this Collective Bargaining Agreement. Such records may include payroll ledgers; individual earnings records of all employees; the employer's general ledgers; cash disbursements; contracts with subcontractors; invoices; canceled checks; certificates of insurance; bills of lading; final tax forms; certified payroll(s); corporate dissolution papers; proof of coverage on company's medical and/or retirement plan; and check stubs, time cards or such additional books or records of the employer that the auditor, in their professional judgment, deem necessary to enable them to determine that contributions have been made timely and accurately. Such records shall also include all of the aforementioned records of any other business entity which is affiliated with the employer and has employed persons who have performed the same or similar type of work as the employees of the employer, or which is part of a group of trades or businesses "under common control" as that term is used in 29 U.S.C. § 1301(b) (1).

All audits and collection activities shall be performed in accordance with the Funds' Compliance Audit and Collection and Delinquency Policies.

Upon request, the employer shall forward the pertinent records to the auditor or make the records available to the auditor for inspection at a location in the New York Metropolitan Area. If an employer maintains its books and records outside the New York Metropolitan Area and refuses to or cannot make such books and records available for inspection within the New York Metropolitan Area, then the employer must reimburse the Funds for all fees and expenses incurred by the Funds in connection with the auditors' travel to the location at which the records are produced for inspection, regardless of whether the audit reveals a delinquency.

Failure of the Employer to make records available to the auditor shall constitute a breach of this Agreement and, upon ten (10) days' written notice to the Employer, the Union, notwithstanding anything to the contrary contained in this Agreement, shall have the right to strike and remove its members from the job or jobs of such Employer until the Employer makes the records available to the auditor and also pays the employees who are on strike their regular rate of pay and benefits for all time lost during such strike.

In addition to liabilities noted in Article 5, Section 6 (a), an Employer who violates the subcontracting provisions of the Agreement shall be liable to the Sheet Metal, Air, Rail and Transportation Workers Local Union 137 Funds for the fringe benefit contributions due on work performed by its subcontractor.

#### Incorporation Clause

Each of the Agreements, Declarations and Rules and Regulations of the Sheet Metal, Air, Rail and Transportation Workers Local 137 Funds Trusts referred to in Article 11 Sections 1,2,3,4,5 and 6 hereof shall be deemed incorporated by reference into this Agreement and made a part hereof.

#### **SECTION 6.**

In the event a dispute arises in connection with the meaning, interpretation, application of the fringe benefit provisions, audit findings or the alleged violation of the Employer's obligation to make required fringe benefit contributions pursuant to this Agreement or in connection with any rule or procedure of the Trustees of any of the Funds affecting collection of contributions to the Funds or distribution of receipts to employees, such dispute shall be submitted for final and binding determination to either Roger Maher or J.J. Pierson as the Impartial Arbitrator. The use of Arbitrators will alternate with the first dispute being heard by Arbitrator Pierson. If for any reason an Arbitrator is incapacitated or for any other reason is unable to act expeditiously, he shall designate a substitute Arbitrator. The Arbitrator shall have all the powers granted to arbitrators pursuant to the Civil Practice Law and Rules of the State of New York and shall be authorized to compel the production of books and records involved in a dispute. The decision rendered by the Impartial Arbitrator shall be final and binding on the Employer, the Union, and the Funds. The expense of the arbitration procedure shall be borne equally by the Employer and the Funds except that, if collection is made pursuant to an arbitration award, such decision shall contain a directive that the Employer pay the actual cost of an audit, if any, used to establish the indebtedness, plus the arbitration fee and costs and expenses as determined by the Arbitrator, plus reasonable attorneys' fees in the amount of twenty-five percent (25%) of the indebtedness in delinquency cases, which amount the parties agree is a reasonable collection charge, and reasonable attorneys' fees determined by the Arbitrator in failure and/or refusal to submit to an audit cases, and in addition thereto, interest at the rate of ten percent (10%) per annum and liquidated damages of twenty percent (20%) of the payments due to said Funds, which amounts shall be paid to the Trustees of said Funds. It is recognized and

agreed that the Funds have had and continue to have an independent right to submit such disputes to the Impartial Arbitrator.

## **ARTICLE XII**

### **SECTION 1. (JURISDICTION)**

Jurisdictional controversies affecting or involving parties to this Agreement shall be settled in accordance with the provisions and intent of Agreements between the Sheet Metal Workers International Association and other National or International Unions directly involved or by decisions rendered by regularly constituted authorities recognized by the Sheet Metal Workers' International Association.

### **SECTION 2.**

Nothing contained in this Article shall apply to any controversy or dispute arising out of any notice or change or termination of this Agreement as provided in Article XV thereof.

## **ARTICLE XIII**

### **SECTION 1. (STEWARDS)**

The Union has the right to appoint one of its members as a Shop Steward whose duties shall be to see that both parties conform to the terms of this Agreement. The Employer shall be notified in writing of the name of the Shop Steward in its shop immediately upon appointment being made.

(a) It is understood and agreed that the properly designated Shop Steward shall be the last person laid off provided and only provided that the subject Shop Steward has the ability and capability to perform all usual routine shop tasks.

(b) In no event shall the Shop Steward be accorded this right above the working Foreman, it being the intention that the Foreman in any and all event shall be the last person laid off.

(c) The Union Labels, as furnished by the Union, shall be placed upon all work manufactured, fabricated or built by members of the Sheet Metal Workers' Union by the Shop Steward and such Union Labels shall be in the custody of the Shop Steward. It shall not be considered a

violation of this agreement in the event that a Shop Steward fails to affix the Union Label. In addition, there shall be placed upon such work the Employer's imprint.

## **SECTION 2. (GRIEVANCES)**

In the event, the Employer or the Union, who are parties to this agreement, shall assert a claim for damages resulting to it because of an alleged breach of this Agreement by the other party or any act of the other party which would give rise to cause of action for damages, such claims shall be handled and disposed of in the following manner:

(a) Such claims shall be presented by the claimant to the other party in writing within ten (10) days of the knowledge of the commission of the act or acts upon which such claim is based.

(b) A conference shall be held within five (5) days from the date of such written notice for the purpose of attempting to dispose of and settle such claim by negotiation.

(c) If such claim is not settled within ten (10) days from the presentation of such claim in writing, the same shall be submitted to the American Arbitration Association.

(d) The decision of the Arbitration Board shall be final and binding upon the parties and both parties agree that pending such decision, there shall be no cessation of work by strike or lockout by either party to this Agreement with the losing party agreeing to bear all expenses of such grievance.

(e) It is understood and agreed that this Article shall not apply to claims for damages arising between any individual Employee or Employees covered by this Agreement and the Employer.

(f) It is further understood and agreed that in the event a claim for damages arises out of a jurisdictional dispute between the Union and any other labor organization or labor organizations, any decision as to jurisdiction arrived at in accordance with the provisions of ARTICLE XIII; SECTION 1 of this Agreement shall be binding upon the parties hereto.

## **SECTION 3. (CLAIMS AND LIABILITIES)**

It is understood and agreed that the Employer will not hold the Union liable in damages for the acts of any Employees covered by this Agreement, whether individually performed or performed in concert with other Employees, unless actually authorized or ratified by Business

Manager and/or Business Representatives sole agents designed by the Union possessing authority to bind the Union in connection with the handling of disputes and the making or maintaining of Agreements relating to rates of pay, rules or working conditions, or in the recommendation or direction of any course of conduct on the part of Employees in the furtherance of any collective bargaining process in which the parties hereto may be involved.

Should the Union change the agent or agents, designated by it, notice of such change shall be communicated in writing immediately to the Employer.

In consideration of the foregoing Agreement by the Employer it is agreed by the Union that in the event any Employee or Employees subject to this Agreement engage in any acts which, if authorized or ratified by the Union, would be contrary to law or inconsistent with provisions of this Agreement, it will use its best effort to prevail upon such Employee or Employees to cease and refrain from the continuance of such acts.

#### **SECTION 4.**

It is understood and agreed (without admitting liability with respect to any other acts specified herein) that it shall not be considered a breach of this Agreement, whether authorized or ratified by the Union or not, for any or all Employees covered by this Agreement to:

(a) Refrain from crossing a picket line established by any Union in the course of any dispute between such Union and the Employer or any other Employer but this shall not otherwise affect the obligation of the Union and the Employees to not strike, picket or boycott the Employer during the term of this Agreement.

(b) At any time refuse to work during the commission by the Employer of any unfair labor practice as defined in the Labor Management Act of 1947, or during the continuance of any breach of this Agreement by the Employer.

### **ARTICLE XIV**

#### **SECTION 1.**

All parties hereto mutually agree to cooperate fully in every legal and proper way to establish and maintain in the Sheet Metal Electric Sign Industry and within the territory in which they operate,



a code of ethics and fair practice which will insure compliance with the specific terms of this Agreement, and to direct their efforts individually and collectively as circumstances may warrant and justify to the elimination of unfair competition and restrictive practices.

## **SECTION 2. (SAFETY)**

(a) It is agreed that safe and healthy working conditions shall be observed at all times.

(b) All mechanical equipment shall be maintained on a regular basis so as to insure the safe and proper operation.

(c) It is agreed that all rigging equipment be kept in the highest standard set forth by the Manufacturer.

(d) It is agreed that no vehicle shall be driven if the inspection or registration sticker is not up to date and affixed properly.

(e) It is agreed that at no time shall a boom truck and/or crane be operated unless a valid inspection sticker acknowledging the worthiness of the boom/crane has been obtained and properly displayed and/or in the possession of the operator. At no time shall a boom/crane truck be permitted to operate without all required safety equipment, such as but not limited to; cones, warning (danger) signs, and/or any other safety equipment required by the manufacturer or applicable laws.

(f) Only a licensed operator shall operate all boom/cranes.

(g) At no time shall a boom/crane be operated without a proper load chart.

(h) It is mutually agreed that all Federal, State, City and Local Municipalities Safety standards be observed, at all times.

(i) The Union shall have the right to inspect all signs and/or their components for safety.

(j) All signs and their components shall be built and erected in a safe manner and shall bear the Union's Orange safety label.

(k) It shall not be considered a breach of this agreement if employees covered by this agreement refuse to handle unsafe products that do not bear the Union's Orange safety label.

(l) At no time shall a swing or suspended Scaffold crew be less than three competent employees. Any scaffold that requires manual or

mechanical davit or projecting trolley type systems must consist of a minimum of (4) four competent employees.

(m) The refusal of an employee to work on or with any equipment that the employee considers unsafe or not in good operating condition shall not be the basis for discharge or any other disciplinary action by the employer.

(n) What is commonly known in the industry as a flex face, the following minimum crew sizes shall apply;

On all flex faces which are commonly known as (14x48) there shall be a minimum of (3) three employees per crew.

On all flex faces which are 1,200 square feet or greater the crew size shall be determined by the safety and condition on the job site.

(o) Any and all rigging of scaffolding including but not limited to, safety cables, devices and other safety apparatuses for the installations, servicing, and removal of the signage described in (ARTICLE I, section 2) shall be the exclusive work of Local Union 137, except for those cases where rigging and safety devices exist.

(p) The parties agree to recommend to the Trustees of the International Association of Sheet Metal, Air, Rail and Transportation Workers Local Union 137 Apprenticeship Training Fund that they adopt and implement the Controlled Substance and Alcohol Abuse Policy ("Policy"), which covers CDL and Non-CDL employees and has been negotiated between Sheet Metal, Air, Rail and Transportation Workers Local Union 137 and the Greater New York Sign Association (hereinafter referred to as the "Employer"). Should any dispute arise with respect to the application or implementation of this Policy between workers employed pursuant to the collective bargaining agreement between the parties, such disputes shall be submitted to the grievance and arbitration provision of the agreement.

This Policy is negotiated and implemented pursuant to the requirements of the Federal Highway Administration, United States Department Of Transportation Rules and Regulations on controlled substance testing for commercial motor vehicle drivers (hereinafter "DOT Regulations"). This Policy shall apply to all members of the bargaining unit.

### **SECTION 3 (TICKETS)**

Tickets incurred by an employee caused by or as a result of employers are the responsibility of the employer. Said tickets will be paid in a timely manner. In the event an employee is forced to lose time from work, the employer will compensate the employee for lost time.

### **SECTION 4 (LICENSE AND CERTIFICATION RENEWALS)**

Any Employee who validates the necessity to obtain or renew a license or certification will be compensated \$ 200.00 for the day. This will be granted once per year.

### **SECTION 5.**

Should the Union knowingly allow its members to work for competitors of the Employers for a wage less than the wage established by the Agreement, then the wages and conditions contained in this Agreement shall immediately be changed to conform to the more favorable conditions as shown to exist. This clause shall not apply to the first eighteen (18) months of an initial agreement made by the Union in organizing a non-union shop.

### **SECTION 6.**

All provisions of this Agreement shall continue in force and effect beginning with August 1, 2019 and for a period ending July 31, 2022, and shall continue in force and effect year to year thereafter, unless either party shall desire to change and shall file notice in writing of changes desired at least ninety (90) days prior to July 31, 2022, or in any subsequent year ending July 31st, and the established wage scales and conditions specified herein shall continue in force and effect pending negotiation of any proposed changes suggested by either party.

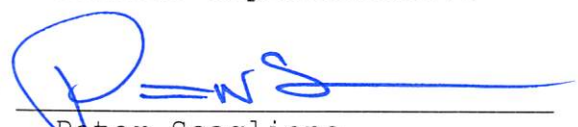
IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the first (1st) day of August 2019.

**UNION:** International Association of Sheet Metal, Air, Rail  
and Transportation Workers, Local Union 137  
50-02 5th Street, Suite A  
Long Island City, NY 11101

By   
Dante Dano, Jr.  
President/Business Manager

By   
George Senior, Jr.  
Business Representative

By   
Allan Anderson  
Vice President

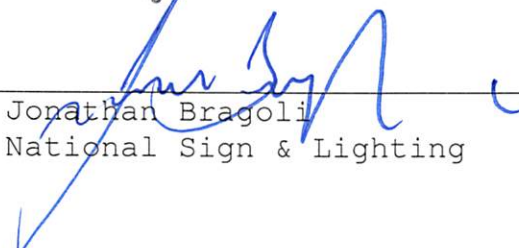
By   
Peter Scaglione  
Financial Secretary

By   
Anthony Fotiadis  
Negotiation Committee

**Employers:** Greater New York Sign Association

By   
Kevin Going  
President, Going Signs

By  JMM  
Lawrence Brown  
North Shore Neon Signs

By   
Jonathan Bragoli  
National Sign & Lighting

**Greater New York Sign Association, REPRESENTING:**

SIGN ACQUISITION CORP (DBA) AMERICAN SIGNCRAFTERS, INTERSTATE  
SIGNCRAFTERS, TJ SIGNS.  
EMPIRE ERECTORS.  
GOING SIGN CO.  
INTERBORO SIGN & MAINTENANCE.  
LANDMARK SIGNS & ELECTRICAL MAINTENANCE CORP.  
NATIONAL MAINTENANCE INC.  
NORTH SHORE NEON.  
ULTIMATE SIGNS & DESIGNS.  
CAPPELLI ERECTORS, INC.  
MAUCERI SIGNS & AWNINGS.  
RED HOOK SIGN & ELECTRIC (DBA) RH MEDIA SERVICES.

**ADDENDUM TO THE COLLECTIVE BARGAINING AGREEMENT**

In accordance with our Standard Form Collective Bargaining Agreement,  
Article IV, Section 1(a) and (b) both parties agree to the following:

(a) Start Time \_\_\_\_\_  
(between 7:00 AM and 8:00 AM)

(b) Lunch Time \_\_\_\_\_  
(between 11:00 AM and 12:00 PM)

The above time cannot be changed without written permission from the  
Union.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
International Association  
of Sheet Metal, Air, Rail  
and Transportation Workers  
Local Union 137

## **ADDENDUM TO THE COLLECTIVE BARGAINING AGREEMENT**

The International Association of Sheet Metal Air Rail and Transportation Workers Local Union 137 (hereinafter "Union") and The Greater New York Sign Association ("Employers") having reached agreement to modify their Collective Bargaining Agreement for the period August 1, 2019 to July 31, 2022 (hereinafter "Agreement or CBA"); and further agree to adopt this Addendum to ensure the safety of its members while securing additional work opportunities. The terms of the CBA shall apply to all work performed except as modified by this Addendum.

### **ARTICLE 1**

#### **SCOPE AND CONDITIONS**

##### **Section 1-1. CERTIFICATION AND LICENSING REQUIREMENTS**

A member who acquires Journeyman's status on or after February 1, 2017 (hereinafter referred to as "New Journeyman") will be required to obtain and possess the following certifications and licenses: New York City Department of Buildings supported scaffold certification, New York City Department of Buildings 16 hour suspended scaffold user certification, NCCCO crane certification, NCCCO hand signal certification, NCCCO riggers certification, CDL B driver's license and an OSHA 30 certification.

**Section 1-2.****WAGE PROGRESSION**

A member who acquires Journeyman's status on or after February 1, 2017 and has failed to complete all the required certification and licensing requirement referenced in Section 1-1 shall be paid wages pursuant to the following delayed wage schedule:

|       |                                      |
|-------|--------------------------------------|
| 0-6   | Months 85% of Journeyman's wage rate |
| 7-12  | Months 90% of Journeyman's wage rate |
| 13-24 | Months 95% of Journeyman's wage rate |

If by the 25<sup>th</sup> month the New Journeyman has not acquired the specified licenses or certifications he/she shall receive 100% of Journeyman's wage rate. In addition, if at any time the new Journeyman acquires all of the specified licenses and certifications they shall immediately receive 100% of the journeyman's wage rate.

**Section 1-3.****FRINGE BENEFITS**

A member who acquires Journeyman's status on or after February 1, 2017 will receive 100% of the Journeyman's benefit package at all times.

By

  
\_\_\_\_\_  
Dante Dano, Jr.  
President/Business Manager

By

  
\_\_\_\_\_  
Kevin Going  
President GNYSA