

SIGN AWNING MANUFACTURING

BETWEEN

**INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL
AND TRANSPORTATION WORKERS
LOCAL UNION #137
50-02 5TH STREET, SUITE A
LONG ISLAND CITY, N.Y. 11101**

And

May 1, 2017

TO

April 30, 2020

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**STANDARD FORM OF UNION AGREEMENT
SHEET METAL and/or SIGN AWNINGS
For
GREATER NEW YORK, NASSAU, SUFFOLK AND
WESTCHESTER COUNTIES AND VICINITY**

ARTICLE I

SECTION 1. (UNION RECOGNITION)

The Union having requested recognition as the Section 9(a) representative of the employees covered by this Agreement and having demonstrated through authorization cards that it has the support of a majority of the employees to serve as such representative, the Employer hereby recognizes the Union as the Section 9(a) representative of the employees on all present and future job sites within the jurisdiction of the Union.

SECTION 2.

This Agreement covers the rates of pay, rules and working conditions of all Employees of the Employer involved in the manufacture, fabrication, assembly, dismantling, re-conditioning, adjustment, alteration, repairing, servicing and maintenance of all awnings and their components. Including but not limited to all substitute materials used in lieu thereof in the manufacturing of type materials or structures for the same purpose. This shall be the exclusive work of Local Union 137. This work also includes the layout, fabrication and supportive structures used to support awnings.

SECTION 3.

The Employer agrees that no one but Sheet Metal Workers all who are members of Local Union No. 137 of the International Association of Sheet Metal, Air, Rail and Transportation Workers 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, 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 Company 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, assessments, and initiation fees uniformly required as a condition of acquiring or retaining membership.

SECTION 2.

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 therefrom; 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 3.

The Employer agrees to deduct from the wages of each Journeyman, Apprentice 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 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 it 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 4.

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 and Apprentices shall receive, once each calendar month, a supplemental payment for each hour paid by the Employer hereunder during the preceding month at the following rates as follows:

May 1, 2017	\$ 1.40 per hour
May 1, 2018	\$ 1.55 per hour
May 1, 2019	\$ 1.70 per hour

SECTION 2. (PAL FUND)

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

May 1, 2017 - April 30, 2020	\$.15 per hour
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SECTION 3.

Supplemental Benefits shall be paid on all hours worked and shall not be subject to premium pay.

ARTICLE IV

SECTION 1. (WORK DAY)

(a) The regular working day shall consist of 8 hours of labor between 8:00 A.M. and 4:30 P.M with one-half (1/2) hour set aside for the lunch period.

(b) The regular work week shall consist of five (5) consecutive eight (8) hour days beginning with Monday and ending with Friday of each week.

(c) All full-time or part-time labor performed between the hours specified herein shall be considered as regular time and paid for at the regular hourly rates for such work.

(d) All work performed in excess of forty (40) hours in one week shall be paid for at time and one-half (1 ½) the regular rate of wages provided that the employee has been afforded the opportunity to work a forty (40) week. If the employee has not had the opportunity to work a forty (40) hour week, all overtimes shall be paid after eight (8) hours of work each day except holidays (Monday thru Friday).

(e) All work performed on Saturdays or Sundays shall be paid for at time and one-half (1 ½) the regular rate of wages.

SECTION 2. (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. PRESIDENT'S DAY | 7. ELECTION DAY |
| 3. MEMORIAL DAY | 8. THANKSGIVING DAY |
| 4. INDEPENDENCE DAY | 9. THE DAY AFTER
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 (8 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 it. If a holiday falls on a Sunday, the Employees shall not work on the Monday following such holiday and shall be paid for it.

SECTION 3.

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. (a) 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 4. (VACATION)

(a) All eligible employees shall receive the following vacations with pay based upon the period of their employment from the anniversary of their date of hire:

1 year of employment	-	40 hours	-	1 week
3 years of employment	-	80 hours	-	2 weeks
7 years of employment	-	120 hours	-	3 weeks

(b) Following the first ninety (90) days of employment, if any employee is terminated for any reason he or she shall receive his or her pro-rata vacation pay. All employees shall receive their vacation pay in full at the time they take their vacation.

(c) The cut-off date for the calculation of vacation shall be June 1st.

(d) Vacation must be taken by December 31st. Vacations are not cumulative. Vacations must be taken in weeks, not days unless permitted by the Employer.

(e) The Employer shall have the right to close the entire shop for a vacation period, provided thirty (30) days advance written notice is given.

(f) All eligible employees shall request vacation time when desired and will be granted time as per seniority in accordance with the production needs of the shop.

ARTICLE V

SECTION 1. (WORK RULES)

In slack times the work shall be distributed among the Employees as equally as possible. At no time shall non-Sheet Metal Workers' displace any men in the Sheet Metal/Awnings Department.

SECTION 2.

The Employer shall employ at least two (1) Journeymen for fifty-two (52) weeks each year. If the Employer shall have no work available for one (1) 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 all necessary hand tools. The Employer shall provide all power tools.

SECTION 4.

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..\$75.00	Clothing.....\$75.00
Shoes.\$40.00	Kit of Tools.....\$250.00

SECTION 5.

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

SECTION 6. (SUB-CONTRACTING)

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

(b) Subject to other applicable provisions of this Agreement, the Employer agrees that when subcontracting for prefabrication of materials covered herein, such prefabrication shall be subcontracted to fabricators who pay their employees engaged in such fabrication not less than the prevailing wage for comparable sheet metal/awning fabrication as established under provisions of this Agreement.

SECTION 7. (JOURNEYMEN/APPRENTICE RATIO)

The ratio of Journeymen to Apprentice shall be as follows:

- 1 Journeyman
- 2 Apprentices

After the employment of the above, an employer shall be entitled to employ Journeymen/Apprentices in accordance with the sequence of the ration set above (1 Journeymen/ 2 Apprentice). If the Employer shall have no work available for one (1) 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.

ARTICLE VI

SECTION 1. (WAGES)

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

EFFECTIVE DATE	WAGES PER HOUR
May 1, 2017	\$27.65
May 1, 2018	\$28.40
May 1, 2019	\$29.15

(b) The minimum wage rate for Apprentices shall be as follows:

	5/1/2017	5/1/2018	5/1/2019
Start	\$ 14.75	\$ 15.25	\$ 15.75
6 - 12 months	\$ 15.75	\$ 16.25	\$ 16.75
13 - 24 months	\$ 16.75	\$ 17.25	\$ 17.75
25 - 36 months	\$ 18.25	\$ 18.75	\$ 19.25
37 - 48 months	\$ 20.25	\$ 20.75	\$ 21.25
49 - 60 months	\$ 22.75	\$ 23.25	\$ 23.75

SECTION 2.

(a) At no time during the term of this Agreement shall any employee who is now receiving more than the rate of pay for their classification suffer a reduction in their rate of pay while continuously working for the same employer.

SECTION 3. (PAYMENT OF WAGES)

(a) Wages shall be paid either by cash or check 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) There shall be at least twenty four (24) hours notice given to the Union of a 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 this termination notice shall be sent to the union with the (24) hour notice.

(c) 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 VII

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 VIII

SECTION 1. (INSURANCE FUND)

(a) The Employer agrees to pay monthly into the Union's Insurance Fund for all Awning Journeymen and Apprentices for the previous month as follows:

May 1, 2017	\$1525.00
May 1, 2018	\$1600.00
May 1, 2019	\$1675.00

SECTION 2. (ANNUITY FUND)

The Employer agrees to pay monthly into the Union's Annuity Fund, for Awning Journeyman, for each hour paid under this Agreement as follows:

May 1, 2017 to April 30, 2019	\$ 1.50 per hour
May 1, 2019 to April 30, 2020	\$ 1.75 per hour

Hourly contributions are not subject to premium time pay for overtime.

SECTION 3. (APPRENTICESHIP ANNUITY FUND)

The Employer agrees to pay monthly into the Union's Annuity Fund, for each eligible Apprentice, for each hour paid under this Agreement as follows:

TIME IN	ANNUITY RATE PER HOUR PAID
25 - 36 Months	\$.50 per hour
37 - 48 Months	\$.50 per hour
49 - 60 Months	\$.75 per hour

SECTION 4. (LOCAL 137 SCHOLARSHIP FUND)

The Employer agrees to pay monthly into the Local 137 Scholarship Fund, for all hours paid, for all Awning Journeymen and Awning Apprentices as follows:

May 1, 2017 - April 30, 2020 \$0.10 per hour

ARTICLE IX

(NATIONAL BENEFIT FUNDS)

The following contributions shall be reported each month on the pre-printed report sent to the Employers, one for Awning Journeymen and one for Awning Apprentices. One check can be sent for all reports:

SECTION 1. (SMART PENSION FUND)

This Article IX relates to the Employer's obligation to contribute to the Sheet Metal Workers' 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 the Contribution Rate increases established in this Agreement and as required under the First Alternative Schedule. The First Alternative Schedule and the Fund's Trust Document are incorporated into, and form part of, this Agreement. The Employer will increase its NPF Contribution Rate on or before the date, and in the amounts, required in the First Alternative Schedule.

1. 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 and as required by the First Alternative Schedule, 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 no funds under this Agreement require payment for hours for which a Covered Employee is paid but does not perform services.

2. Contributions shall be paid starting with the employee's first day of Covered Employment (as defined in the Plan Document).

3. All contributions shall be made at such time and in such manner, as the Trustees require. The Trustees have the authority to audit the Employer's financial, payroll, wage, job or project records for determining the accuracy of contributions due to the Fund and the Employer's ability to meet its contribution obligations. 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.

4. 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. Reporting and remittance shall be done via the Fund's on-line reporting and remittance system. 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.

(a) The Employer agrees to pay monthly into the Sheet Metal Workers' International Association Pension Fund for each hour paid for all Awning Journeymen as follows:

May 1, 2017	\$ 2.28 per hour paid
May 1, 2018	To Be Allocated By Membership, Pursuant To Contract
May 1, 2019	To Be Allocated By Membership, Pursuant To Contract

(b) The Employer agrees to pay monthly into the International Association of Sheet Metal, Air, Rail and Transportation Workers Pension Fund for each hour paid for all Awning Apprentices as follows:

	5/1/2017
Start	\$ 1.53
6 - 12 months	\$ 1.53
13 - 24 months	\$ 2.28
25 - 36 months	\$ 2.28
37 - 48 months	\$ 2.28
49 - 60 months	\$ 2.28

May 1, 2018 thru April 30, 2020 To Be Allocated By Membership Pursuant To Contract

(c) 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 (Contact the IPS Support Team via email at ips@smwnbf.org or by calling 800-231-4622).

SECTION 2. (SMART SCHOLARSHIP FUND)

The Employer agrees to pay monthly into the "INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL AND TRANSPORTATION WORKERS SCHOLARSHIP FUND", for each hour paid, for all Awning Journeymen and all Awning Apprentices as follows:

May 1, 2017 thru April 30, 2020 \$0.01 (one cent) per paid hour

ARTICLE X

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 Local 137 Scholarship Fund and the Sheet Metal Workers' National Pension Fund, the SMART National Training Fund and the SMART 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 thereunder 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 thereunder 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.

ARTICLE XI

SECTION 1.

Both parties agree to abide and be bound by the Code of standards for Fabrication for the City of New York as adopted by the Department of Buildings

SECTION 2.

The Blue 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 as herringbone provided. In addition there shall be placed upon such work the Employer's imprint.

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 International Association of Sheet Metal, Air Rail and Transportation Workers and other National or International Unions directly involved or by decisions rendered by regularly constituted authorities recognized by the International Association of Sheet Metal, Air, Rail and Transportation Workers.

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.

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. (SAFETY)

It is agreed that safe and healthful conditions shall be observed at all times. To accomplish same, all mechanical equipment shall be maintained on a regular basis so as to insure the safe and proper operation of the aforementioned equipment.

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.

It is mutually agreed that all State and Federal Safety Laws shall be observed and complied with at all time. No alcohol or controlled substances will be permitted during work hours.

Employees shall take all necessary precautions to safeguard the Employers' equipment that is entrusted to them for use in the course of their daily work duties.

It is agreed that Employees will be under an obligation to notify Supervisors or any other responsible party of mechanical or other safety problems with Employers' equipment as soon as reasonably possible. The Employer will make appropriate repairs in a timely manner.

SECTION 2.

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 initial agreement made by the Union in organizing a non-union shop.

SECTION 3.

All provisions of this Agreement shall continue in force and effect beginning with May 1, 2017 and for a period ending April 30, 2020, 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 April 30, 2020 in any subsequent year ending April 30, 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 May 2017.

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

JOURNEYMAN WAGE AND BENEFITS CHART

effective:

	May 1, 2017	May 1, 2018	May 1, 2019	
WAGES:	\$ 27.65	\$ 28.40	\$ 29.15	ARTICLE VI
INSURANCE:	\$ 8.80	\$ 9.23	\$ 9.66	ARTICLE VIII
ANNUITY:	\$ 1.50	\$ 1.50	\$ 1.75	ARTICLE VIII
PENSION:	\$ 2.28	-	-	ARTICLE IX
DUES:	\$ 1.40	\$ 1.55	\$ 1.70	ARTICLE III
SCHOLARSHIP:	\$ 0.10	\$ 0.10	\$ 0.10	ARTICLE VIII
PAL:	\$ 0.15	\$ 0.15	\$ 0.15	ARTICLE III
SMART SCHOLARSHIP	\$ 0.01	\$ 0.01	\$ 0.01	ARTICLE IX

APPRENTICESHIP WAGE AND BENEFITS CHART

effective:

	May 1, 2017	May 1, 2018	May 1, 2019	
WAGES:				ARTICLE VI
START	\$ 14.75	\$ 15.25	\$ 15.75	
6-12 MONTHS	\$ 15.75	\$ 16.25	\$ 16.75	
13-24 MONTHS	\$ 16.75	\$ 17.25	\$ 17.75	
25-36 MONTHS	\$ 18.25	\$ 18.75	\$ 19.25	
37-48 MONTHS	\$ 20.25	\$ 20.75	\$ 21.25	
49-60 MONTHS	\$ 22.75	\$ 23.25	\$ 23.75	
INSURANCE	\$ 8.80	\$ 9.23	\$ 9.66	ARTICLE VIII
ANNUITY				ARTICLE VIII
25-36 MONTHS	\$ 0.50	\$ 0.50	\$ 0.50	
37-48 MONTHS	\$ 0.50	\$ 0.50	\$ 0.50	
49-60 MONTHS	\$ 0.75	\$ 0.75	\$ 0.75	
DUES	\$ 1.40	\$ 1.55	\$ 1.70	ARTICLE III
SCHOLARSHIP	\$ 0.10	\$ 0.10	\$ 0.10	ARTICLE VIII
PAL	\$ 0.15	\$ 0.15	\$ 0.15	ARTICLE III
APPRENTICE PENSION				ARTICLE IX
START	\$ 1.53	-	-	
6-12 MONTHS	\$ 1.53	-	-	
13-24 MONTHS	\$ 2.28	-	-	
25-36 MONTHS	\$ 2.28	-	-	
37-48 MONTHS	\$ 2.28	-	-	
49-60 MONTHS	\$ 2.28	-	-	
SMART SCHOLARSHIP	\$ 0.01	\$ 0.01	\$ 0.01	ARTICLE IX