SMACNA NYC/SMACNA LI/SMART Local 28
National Disease Emergency Response Agreement (NDERA)

This Agreement is made and entered into by and between the Sheet Metal & Air Conditioning Association of New York City, Inc., SMACNA of Long Island, Inc. (the "Associations") and SMART Local Union No. 28.

It is applicable to all signatory employer Association member firms and SMART Local 28. SMART Local 28 may make this Agreement available to non-member signatory employers in the jurisdiction of SMART Local 28.

This Agreement shall take effect March 25, 2020 and shall remain in effect until terminated as provided herein. The Parties shall meet via teleconference every 15 days to evaluate this Agreement and determine its continued utility. The Parties may mutually terminate this Agreement immediately, and either party may unilaterally terminate this Agreement by providing at least a 15-day written notification to the other party.

The term Associations, as hereinafter used, shall mean the Sheet Metal & Air Conditioning Association of New York City and SMACNA of Long Island. The term local union, as hereinafter used, shall mean a SMART Local Union 28.

The term employer, as hereinafter used, shall mean the individual member firm of the Associations or if this Agreement is made available to an independent contractor that is signatory to the SMART Local 28 construction agreement, employer shall also mean such contractor.

This Agreement (NDERA) shall supersede any conflicting provisions in the existing Sheet Metal Contracting Division of the Construction Industry Collective Bargaining Agreement between International Association Sheet Metal, Air, Rail, and Transportation Workers Local Union No. 28 (SMART) and Sheet Metal & Air Conditioning Contractors Association of New York City, Inc. and SMACNA of Long Island, Inc. ("CBA") in effect until July 31, 2020.

The term employee, as hereinafter used, shall mean an individual performing work pursuant to the terms of the CBA between SMART Local Union 28. Sheet Metal & Air Conditioning Association of New York City, Inc. and SMACNA of Long Island or pursuant to a collective bargaining agreement signed by an independent contractor.

The term coronavirus shall mean coronavirus disease COVID-19. During the period of this Agreement, the following conditions exist: If an employee:

- Reports having contact with another person(s) who has reasonably believed to have contracted coronavirus or a similar disease
- Has recently returned from a High-Risk Country as defined by the Center for Disease Control (CDC); or
• Presents symptoms associated with the coronavirus or similar disease as defined by the CDC.

The employer shall be permitted to remove the employee from the jobsite and require the employee to obtain a doctor’s release certifying that the employee is able to return to work. If an employee is confirmed to have coronavirus or similar disease, the employer shall notify all employees who were believed to be in contact with this individual and take actions consistent with appropriate protocols to prevent the further spread of the disease.

If an employee reasonably believes another employee(s) has met one or more of the above conditions, the employee shall report such to the employer as soon as reasonably possible. The employer shall then follow all appropriate guidance and protocols to ensure a safe jobsite.

There shall be no adverse action taken against an employee who refuses to be present at the jobsite so long as the employee genuinely believes there is imminent danger and a reasonable person would agree there is a real danger of contracting coronavirus at the jobsite, nor shall any adverse action be taken against an employee who has been quarantined, or advised to self-quarantine, due to possible exposure to coronavirus.

In the event access to a jobsite is restricted or denied by the employer or other appropriate public or private authority in response to the coronavirus or similar disease, the employer shall be permitted to layoff the employees assigned to this jobsite. The employer shall not contest any unemployment claims filed by employees layoff as a result of a restricted or closed jobsite due to the coronavirus or similar disease, or or by those who have refused to be present at the jobsite out of a genuine belief that being present would place them in imminent danger of contracting coronavirus, or who have been quarantined, or advised to self-quarantine, due to possible exposure to coronavirus.

Should New York State government continue to consider construction an “essential” business and should New York State and New York City governmental entities continue to allow New York City and Long Island job sites to remain open and active, such employees shall be permitted to return to their original positions with their employer should that position still be available. Nothing shall preclude an employer from offering such an employee a similar position at a different job site. Such re-employment shall not be subject to the referral hall process.

Should the employer deem it necessary to staff a project using multiple shifts, in order to minimize the spread of the coronavirus, such employer shall receive the approval of the Union, which approval shall not be unreasonably withheld. Should the contractor not be paid a premium for such shift work, then such contractor shall pay its workforce at regular time. The contractor shall notify the Business Agent on each particular project for which regular time will be paid.

This threat is ongoing and must be continually monitored by the Parties who agree to discuss any new legislation or regulation related to the coronavirus or similar disease that may impact this Agreement.