INTERNATIONAL CONSTRUCTION AGREEMENT
LOCKERS, SHELVING, PALLET RACKS AND TOILET PARTITIONS
SPECIALTY AGREEMENT

This Agreement is made and entered into this __________ day of 20 ____ by and between the International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART), affiliated with the American Federation of Labor and Congress of Industrial Organizations, and the Building and Construction Trades Department, AFL-CIO, hereinafter called the "Union" and __________________________________________________________ hereinafter called the "Employer".

SECTION 1: This Agreement covers the rates of pay, hours, and working conditions of all journeypersons and classified sheet metal workers engaged in, but not limited to, the installation, dismantling, repairing, reconditioning, altering, loading, unloading, distribution, rigging, hoisting and handling of all materials and appurtenances of all metal lockers, metal shelving, pallet racks and toilet partitions and all similar and related work within the jurisdictional claims of SMART.

There shall be no work stoppages because of jurisdictional disputes.

SECTION 2: This Union agrees to furnish to the Employer, Journeypersons and Classified Sheet Metal Workers as requested to perform work covered by Section 1 of this Agreement; provided the Employer employs such Journeypersons, Apprentices and Classified Sheet Metal Workers at the rates of pay and applicable conditions of employment prevailing in the locality where such work is being performed.

SECTION 2(a): As a condition of this Agreement, the Employer agrees to sign a local collective bargaining agreement (CBA) where the Employer’s home office is located. It is understood that the grievance procedure contained within this Agreement is the sole and exclusive remedy for any asserted breaches, disputes and alleged violations of this Agreement.

The Employer may bring up to four (4) Sheet Metal Journeypersons or Classified Workers on a project from any local union to supervise or work with the tools. All additional manpower requirements will be on a 50/50 basis in the following manner: the 5th man from the site local union and the 6th man from the home local union, so long as all the provisions of the International and site local union agreements are adhered to, as well as the reporting-in provisions of the SMART Constitution.
SECTION 2(b): In the event the Local Union’s Business Manager challenges the use of this Agreement, then the burden of proof of controlled market share based on the preponderance of work performed (51% or more) shall be on the Local Union. In the event that the Local Union and the Employer are unable to reach concurrence in the verification of preponderance, the dispute may be submitted to the SMART Office of the General President who shall handle the matter with dispatch and shall make a determination about whether this Agreement shall apply within the designated area, which decision shall be final.

In any event, if the Local Union is doing the preponderance of the work as described in Section 1, the Employer will be allowed to bring in the first two (2) Journeypersons or Classified Workers; the job site Local Union shall supply the second two (2) Journeypersons or Classified Workers; thereafter the workers shall be supplied on a fifty-fifty (50/50) basis, i.e. the Employer will be allowed to bring in the fifth Journeyperson or Classified Worker; the job site Local Union shall supply the sixth Journeyperson or Classified Worker, etc.

SECTION 3: Selection of applicants for referral to the Employer shall be on a nondiscriminatory basis.

SECTION 4: The Employer retains, and the Union so recognizes, the right to reject any applicant referred by the Union.

SECTION 5: Any provision in a collective bargaining agreement negotiated by a local union in respect to hiring or tenure which is inconsistent herewith shall be subordinated to the foregoing provisions.

SECTION 6: When the Employer enters or intends to enter an area where wages and working conditions have been negotiated through bona fide collective bargaining, the Employer will be presented with such evidence by the Union, and the Employer will conform its’ operation accordingly.

SECTION 7: After the Employer's operation has commenced in any area, no subsequent change in wages or working conditions in such area will become effective on the Employer, except to the extent that any such change in wages or working conditions may have been agreed upon in negotiations between the local union having jurisdiction over the area and a recognized bargaining agency of contractors in such area. The Employer agrees to accept the new wage rates, working conditions, and effective dates so agreed upon. Pending completion of such local agreement, there shall be no stoppage of work on the Employer's projects by reason of any dispute over wages or working conditions which may occur between such local unions and other contractors than the Employer.
SECTION 8: When the Employer enters into an area where no wages or working conditions have been established through bona fide collective bargaining, the Union and the Employer will negotiate the wages and such working conditions as are necessary and reduce their understanding to writing.

SECTION 9: No Employer shall subcontract or assign any of the work described herein in Section 1 which is to be performed at a job site to any contractors, 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 the project.

SECTION 10: The Employer agrees that prior to commencement of work at the site, it shall provide the International Union and jobsite local union with written assignment on the Employer's letterhead on all work covered by Section 1 to be performed at the jobsite.

SECTION 11(a): It is understood and agreed that Employers signatory to this Agreement shall not sign a stipulation to be bound by the terms of the Agreement establishing the Plan for Settlement of Jurisdictional Disputes in the construction Industry, local or regional jurisdictional disputes boards, nor to be bound by their decisions. Any such stipulation that previously may have been entered into, or on behalf of the Employer, is rescinded by execution of this contract. It is further understood that the parties to this Agreement shall not submit any dispute to the Plan for Settlement of Jurisdictional Disputes in the Construction Industry, or local or regional jurisdictional disputes board.

SECTION 11(b): The foregoing section 11(a) shall remain in effect until all other Employers in the construction industry having agreements with this, or any other union, affiliated with the Building and Construction Trades Department, have signed a stipulation to be bound by the terms of a project labor agreement or community work force agreement or the like and then therefore, will only then be stipulated to the processes and decisions of the Plan for Settlement of Jurisdictional Disputes in the Construction Industry, or its successor.

SECTION 12(a). Article X of the SFUA shall be the governing procedure for grievances and arbitration with the following exception: following Section 1 of Article X, and before Section 2 of Article X, there shall be one additional step.

SECTION 12(b). The Section 1, Article X language contained in the SFUA shall be considered Step 1A. In the event that the parties are unable to resolve the grievance locally within ten (10) working days, the grievance shall proceed to Step 1B.
SECTION 12(c). Step 1B - The grievance shall be submitted to the SMART Office of the General President for assignment to an International Representative and by the Employer to the Employer’s Labor Relation Manager. In the event that the parties are unable to resolve the grievance within ten (10) working days, the grievance shall proceed to Step 2 as described in Article X, Section 2 of the SFUA. By mutual consent, time lines may be extended for any step during the grievance process.

SECTION 13: This Agreement, which is subject to applicable Federal, State and/or Provincial Laws, shall apply to all the Employer's work as described in Section 1 of this Agreement in the U.S.A., its territories and Canada and shall continue in force and effect for the period of one year from the date hereof and from year to year thereafter unless notice of termination or modification is given in writing by either party to the other party sixty (60) days prior to any date of expiration: but the parties may mutually agree to change or amend any part of this Agreement at any time.

SECTION 14: Upon execution of this Agreement, this Agreement will take priority over any agreements between the parties hereto covering the work described in Section 1.

Employer

SMART

_________________________________________   _______________________________
Signature                                               General President

_________________________________________
(Print Name)

_________________________________________
Title