INTERNATIONAL CONSTRUCTION AGREEMENT

FOR THE

INSTALLATION OF JET AIRCRAFT MUFFLERS

This Agreement is made and entered into this day of 19
by and between the Sheet Metal Workers’ International Association,
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 journeymen sheet metal workers engaged in, but not limited to, the field installation, dismantling, repairing, reconditioning, altering, loading, unloading, distribution, rigging, hoisting and handling of all materials and appurtenances of all mufflers for jet aircraft testing and all similar and related work within the jurisdictional claims of the Sheet Metal Workers’ International Association.

There shall be no work stoppages because of jurisdictional disputes.

SECTION 2: This Union agrees to furnish to the Employer journeymen sheet metal workers as requested to perform work covered by Section 1 of this Agreement, provided the Employer employs such journeymen sheet metal workers at the rates of pay and applicable conditions of employment prevailing in the locality where such work is being performed.

The Employer may bring up to five (5) sheet metal Journeymen on a project from his home local union to supervise or work with the tools. All additional manpower requirements will be as follows: the 6th man from the site local union, the 7th man from the home local union, the 8th man from the site local union and the 9th man from the home local union, etc., etc., so long as all the provisions of the International and site local union agreements are adhered to. The reporting-in provisions of the Sheet Metal Workers’ International Association will require prior notification to Local Union 9 and the Jurisdictional Department of the starting date of the project, as well as the jobsite location and number of men needed. This provision must be adhered to by the Employer in order to utilize this Agreement. If these provisions are not adhered to, this agreement will be considered null and void.

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 the Agreement and the decisions of the Plan for Settlement of Jurisdictional Disputes in the Construction Industry, or its successor.

SECTION 12(a): Any dispute concerning a Local Union Business Manager's determination that the terms of this Agreement shall not be available in an area or areas within the jurisdiction of the Local Union pursuant to Article I of this Agreement, may be submitted to 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.
SECTION 12(b): Grievances of the Employer or the Union, arising out of interpretation or enforcement of this Agreement, shall be settled between the Employer directly involved and the duly authorized representative of the Union, if possible. To be valid, grievances must be raised within thirty (30) calendar days following the occurrence giving rise to the grievance, or, if the occurrence was not ascertainable, within thirty (30) calendar days of first knowledge of the facts giving rise to the grievance.

SECTION 12(c): Grievances not settled as provided in Section 12(b) of this Article may be appealed by either party to the General President, SMWIA, who shall appoint a fact finder who will attempt to issue a decision within thirty (30) days of the time the case is referred to him. If either party desires to appeal that decision he shall do so within ten (10) days of that decision directly to the National Joint Adjustment Board, P.O. Box 220956, Chantilly, VA 22022-0956, which shall render a decision that is final and binding on all parties.

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: This Agreement is contingent on the Employer remaining signatory to a Standard Form of Union Agreement (SFUA) with SMWIA Local Union 9. For work described in Section 1 of this Agreement, this Agreement will take priority over the IU 9 SFUA so long as this Agreement remains in effect.

SECTION 15: Before performing work under this Agreement, the Employer shall be signatory to the home local's Standard Form of Union Agreement and shall provide the International union with proof of such provided it is required under the home or jobsite local union's SFUA. The Employer shall also provide the Union with its Bond number and company, unemployment compensation number, workmen's compensation number, and Federal identification number. The Employer hereby warrants that it satisfies governmental regulations as to all subjects listed in this Section. It shall immediately advise the Union of any changes to this information.

Bond #: ____________________________ Workmen's Comp.: ____________________________
Unemployment Comp. #: ____________________________ Employer Fed. ID #: ____________________________

SHEET METAL WORKERS' INTL ASSOC.

Edward J. Carlough, Gen. President

COMPANY NAME: Singleton Sheet Metal Works
Name of Officer

Title of Officer

Address

Phone Number

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