INTERNATIONAL CONSTRUCTION AGREEMENT

This Agreement is made and entered into this _________ day of ____________, 20__ 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 and apprentices engaged in but not limited to the installation of all sheet metal work including fabrication, assembling, erection, installation, dismantling, repairing, reconditioning, adjusting, altering, servicing and handling, unloading, distributing, reloading, tying on and hoisting of all sheet metal systems including all smog control, air pollution and recovery systems and component parts thereof, including setting of same by any method, and all other work included in the trade jurisdictional claims of the Sheet Metal Workers’ International Association.

There shall be no work stoppage because of jurisdictional disputes.

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

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.

The Employer may bring in up to two (2) sheet metal journeymen on a project from any other local union to supervise or work with the tools.

SECTION 5: Both the Union and the Employer agree to post, in places where such notices to employees and applicants are customarily posted, these provisions relating to the functioning of the herein hiring arrangement.

SECTION 6: 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 7: When the Employer enters 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 8: 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 9: 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 10: No Employer shall subcontract or assign any of the work described herein 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 11: 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 fabrications as established under agreements between this Union or other local affiliates of Sheet Metal Workers’ International Association and Sheet Metal Fabricators.

SECTION 12(a): Agreements, national in scope between the Sheet Metal Workers’ International Association and other International Unions, covering work jurisdiction and the assignment, allocation and division of work among employees represented for the purposes of collective bargaining by such labor organizations, shall be respected and applied by the Employer.

SECTION 12(b): 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 Impartial Jurisdictional Disputes Board, 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 Impartial Jurisdictional Disputes Board or local or regional jurisdictional disputes board.

SECTION 12(c): The foregoing Section 12(b) 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 Impartial Jurisdictional Disputes Board, or its successor.

SECTION 13: In the event of a dispute on the Employer’s operation, the Employer and the Union agree that no stoppage of work or strike of its members shall be entered into until said dispute or misunderstanding has been referred to the International Office of the Union and
arbitrated between such International Office of the Union and the Home Office of the Employer. The General President shall designate the arbitrator for the International Union.

In the event said dispute or misunderstanding is not resolved between the International and the Employer, either party has the right to go to an Impartial Arbitrator. The party shall apply to the United States Mediation and Conciliation Service and/or the American Arbitration Association for the service of an arbitrator in accordance with established rules of said services. Or by mutual consent, they may apply to the National Joint Adjustment Board for the Sheet Metal and Air Conditioning Industry. The arbitrator selected shall review the matter and make a final and binding decision. The parties shall equally share in the cost including printing and publication of any record on such arbitration.

The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the provisions of this Agreement. Any award of the arbitrator shall be final and binding upon the Company and the Union.

SECTION 14: This Agreement, which is subject to applicable Federal, State and/or Provincial Laws, shall apply to all the Employer’s work 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 15: Upon execution of this Agreement all previous and existing agreements between the parties hereto shall terminate as of the date above.

______________________________             ______________________________
EMPLOYER                 SHEET METAL WORKERS’
INTERNTIONAL ASSOCIATION