INTERNATIONAL CONSTRUCTION AGREEMENT
SKYLIGHT SPECIALTY AGREEMENT

This Agreement is made and entered into _______ 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 and apprentices engaged in but not limited to, the installation of all sheet metal work including fabrication, assembling, erection, dismantling, repairing, reconditioning, altering, loading, unloading, distribution, rigging, hoisting and handling of all materials, equipment and appurtenances of all pyramid, multi-pyramid, ridge, multi-ridge, vault, single pitch, double pitch, single slope, double slope, dome, custom dome, roll-away, turret-type, ventilating, hinged skylights and any other special type skylights, all framing parts thereof, but not limited to, including head and/or ridge members, curb members, rafters and end rafters, cross bars, cap bars, closures, flashings, gutters and all other component parts of skylights and all other work within the 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 sheet metal workers as requested to perform work covered by 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.

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 Employer will conform its operation accordingly.

SECTION 8: After 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. 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 Employer's projects by reason of any dispute over wages or working conditions which may occur between such Local Unions and other contractors than Employer.

SECTION 9: When 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 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 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 fabrication 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 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 Plan for
Settlement of Jurisdictional Disputes in the Construction Industry 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 Plan for Settlement of Jurisdictional Disputes in the
Construction Industry, or its successor.

SECTION 13: In the event of a dispute on 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 and State 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
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' INTERNATIONAL ASSOCIATION