

Collective Bargaining Authorization

Section 1 – Designation of Authority. The undersigned contractor designates the _____ as its exclusive agent in conducting contract negotiations, and with respect to all issues of contract administration, with the Sheet Metal Workers International Association, Local No. _____. This authorization shall be perpetual, and shall continue until validly terminated by the Association, or the undersigned contractor. If the contractor desires to terminate this authorization, it must provide written notice of such termination to the Association at least 150 days prior to the expiration of the collective bargaining agreement with the aforementioned labor organization.

Section 2 – Association’s Authority Exclusive. This authority vested in the Association shall be exclusive. The undersigned agrees that it will not undertake negotiations with the union for such a collective bargaining agreement, including any interim agreement, nor shall it become party to such an agreement, either orally, or in writing, without the prior written consent of the Association, with such consent being granted only through action of its Board of Directors. The undersigned shall not take any action with respect to the wages, hours, or terms and conditions of employment of any employees that are covered, or will be covered by such a collective bargaining agreement, if such action would, in the opinion of the Association, hinder the Association’s efforts in negotiation and administration of collective bargaining agreements with the Sheet Metal Workers International Association, Local No. _____.

Section 3 – Agreement to Abide by Group Action. The undersigned shall abide by any and all decisions of the Association concerning the conduct of labor negotiations and contract administration, including any decisions concerning concerted actions to be taken by employers during the course of such negotiations, and the undersigned shall immediately implement such decisions upon the written request of the Association.

Section 4 – Violation of Obligation. In the event that it is alleged that the undersigned has violated its obligations with respect to any matter set forth in this authorization, a meeting of the Association’s Board of Directors may be convened in the manner set forth in its Bylaws. The Board of Directors shall have the authority to determine whether the undersigned has violated any of the obligations set forth in this authorization, to determine the appropriate sanctions, penalty, or remedy for such violation, and to direct the undersigned to rescind any action that it has taken that is inconsistent with its obligations under this authorization.

Section 6 – Legal Relief. The undersigned recognizes that any violation of the provisions of this authorization shall result in irreparable harm to the Association and its members. The undersigned agrees that, in the event of an actual or threatened breach by it of any of the provisions of this authorization, the Association shall be entitled to prevent and restrain such breach, and the undersigned further agrees that this shall be a proper subject for the remedy of specific performance in the event of any such alleged breach, in addition to any action that may be taken by the Board of Directors under this authorization.

Association

Date

Contractor

Date