

SAMPLE

**NATIONAL CONCRETE CORING,
DRILLING AND
SAWING AGREEMENT**

BETWEEN

(SIGNATORY CONTRACTOR)

and

**LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA, AFL-CIO**



REVISED July 1996

SAMPLE
**NATIONAL CONCRETE CORING, DRILLING AND
SAWING AGREEMENT**

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SAMPLE

NATIONAL CONCRETE CORING, DRILLING AND SAWING AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 19 _____, by and between SIGNATORY CONTRACTOR, (hereinafter referred to as the "Employer") and the Laborers' International Union of North America, AFL-CIO (hereinafter referred to as the "Union").

ARTICLE I

PURPOSE

Section 1. The Employer is engaged in concrete coring, drilling and sawing operations and in the performance of their present and future contracting, is employing and will employ workmen under the terms of this Agreement.

Section 2. The parties desire to stabilize employment in the concrete coring, drilling and sawing industry and; therefore, agree upon wage rates, hours, and conditions of employment. The parties also intend, by this Agreement, to put into practice an effective method to resolve misunderstandings, disputes or grievances and thereby assure continuity of operation for the Employer and continuity of employment for the employee in an atmosphere of industrial peace.

ARTICLE II

SCOPE (COVERAGE)

Section 1. This Agreement shall cover all concrete coring, drilling and sawing for any purpose in the area of the United States and its territories.

Section 2. If any of the provisions of this Agreement shall be held invalid by operation of law, the remainder of this Agreement shall remain in full force and effect, and the parties agree to meet to attempt to negotiate a legal rearrangement of any of the provisions of this Agreement hereinafter deemed illegal.

Section 3. It is recognized by the parties that certain projects may require terms and conditions that are different from this Agreement. In order to accommodate these projects the

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parties, by mutual consent, may negotiate provisions for them on a job-by-job basis. No Employer or representative of the Union is authorized in any manner to modify, amend, or alter this Agreement without the approval of all parties to this Agreement except as provided for in Article VI.

Section 4. Subcontractors performing work at the project shall become signatory to and be bound by the terms and conditions of this Agreement. It is understood that qualified union, competitive subcontractors may not be available. If this is the case, the Union will endeavor to locate suitable, qualified, competitive union subcontractors to perform the work. If in seven (7) days the Union is unable to locate such qualified, competitive union subcontractors, it is understood and agreed that the Employer may employ a non-signatory subcontractor who shall become signatory to this Agreement prior to starting work.

Section 5. The Employer recognizes the Union as the exclusive representative of all employees performing work covered by this Agreement. Classifications of personnel excluded from coverage under this Agreement shall include, but not be limited to, executives, civil engineers and their helpers, master mechanics, timekeepers, office workers or any employee of the Employer above the rank of working foreman and all other supervisors as are defined in the National Labor Relations Act.

Section 6. The Employer retains full and exclusive authority for the management of its operations. The Employer shall direct his working forces at his sole prerogative, including, but not limited to, hiring, promotion, transfer, layoff or discharge for cause. No rules, customs, or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees. The Employer may utilize the most efficient methods or techniques of construction, tools, or other labor-saving devices. There shall be no limitations upon the choice of materials or design. The Employer shall schedule work and shall determine when overtime shall be worked. The foregoing enumeration of management rights shall not be deemed to exclude other functions not specifically set forth. The Employer, therefore, retains all legal rights not specifically covered by this Agreement.

Section 7. In referring to employees in this Agreement, the masculine gender is used for

convenience only and shall refer to both males and females.

ARTICLE III
UNION SECURITY AND REFERRAL

Section 1. As a condition of employment, commencing on the eighth (8th) day following the beginning of employment or the effective date of this Agreement, whichever is later, any employee covered by this Agreement shall be required to acquire and, for the duration of his employment, maintain membership in the Union and remain current in the payment of financial obligations to the Union to the extent enforceable under law.

Section 2. Upon the written request of the Union, the Employer shall terminate the services of any employee who is in violation of the foregoing condition of employment.

Section 3. This Section shall not apply in states that have "Right to Work" laws.

Section 4. Either party to this Agreement shall have the right to reopen negotiations pertaining to this Article when the laws applicable thereto have been changed by giving the other party thirty (30) days written notice.

Section 5. The Employer agrees to recognize the referral procedures established or negotiated by the local union provided they comply with existing State and Federal laws, Executive Orders, and other rules or regulations governing civil rights to ensure that there shall be no discrimination in employment against any employee or applicant for employment because of race, creed, color, sex, age or national origin. In hiring workers, the Employer shall retain the right of rejection of any applicant and the determination of the number of workers required.

Section 6. The Employer shall have the right to employ a number of key employees. Key employees are defined as a limited number of regular employees who have the experience and qualifications necessary to do the work, and who are necessary to the Employer's efficiency in carrying out the work covered by this Agreement. The Employer shall furnish the Union with the names and social security numbers of all key employees when employed on the job.

Section 7. When the Employer requires any new employees or classifications covered by this Agreement, it may first call the Union to fill its request for employees who have had experience within the coverage of Article II, Section 1. If the Union is unable to furnish the experienced personnel needed by the Employer within twenty-four (24) hours, then the Employer may fill the requirements through its own source. In either event, when any employee is hired, his name, social security number, and the date of hire will be forwarded to the Union at time of hire.

ARTICLE IV
WORK RULES

Section 1. The selection of craft foremen shall be the responsibility of the Employer, it being understood that in the selection of such foremen, the Employer will give consideration to qualified workers available in the local area. After giving such consideration, the Employer may select such workers from other areas. Foremen and general foremen shall take orders from individuals designated by the Employer.

Section 2. There shall be no limit on production by workmen nor restrictions on the full use of tools or equipment.

Section 3. Security procedures for control of tools, equipment and materials are solely the responsibility of the Employer.

Section 4. Workmen shall be at their place of work at the starting time and shall remain at their place of work performing their assigned functions under the supervision of the Employer until quitting time. Designated locations for starting and quitting purposes will be determined by the Employer or at a pre-job conference, if any. The parties reaffirm their policy of a fair day's work for a fair day's wage.

Section 5. Slowdowns and featherbedding practices will not be tolerated. Such practices shall be just cause for discharge and shall not be subject to the grievance procedure in this Agreement.

Section 6. If the Employer elects, he may work shift work as hereinafter provided. The Employer shall determine the number of employees to be assigned to each of the shifts as established.

Section 7. There will not be any organized coffee breaks, rest periods or other non-working time established during working hours except as required by Federal and State laws.

Section 8. In the event an employee is off work on account of illness or accident, he shall notify the Employer during working hours of the day prior to returning to work.

Section 9. When employees report to work as scheduled and are not given the opportunity to work because none is available, or where such employees were not notified at the end of the shift, they shall be paid two (2) hours' reporting time. When employees start to work, they shall be paid not less than four (4) hours' pay unless prevented from working by factors beyond the control of the Employer. In the event of inclement weather, employees shall be paid for actual time worked. When employees work more than four (4) hours, they shall be paid for actual hours worked.

ARTICLE V

JOB NOTIFICATION/PRE-JOB CONFERENCE

Section 1. Prior to the commencement of any project under this Agreement, the Employer agrees to make written notification to the Union at International Headquarters, 905 - 16th Street, N.W., Washington, DC 20006; Telephone: (202) 737-8320, Fax: (202) 737-2754. This notification will include all the information specified on the Addendum A, Job Notification Form.

Section 2. Employers and representatives of the International Union, District Council and/or local union having jurisdiction shall hold a pre-job conference so that the start and continuation of work may progress without interruption. It shall be the purpose of the pre-job conference for the Employer and the Union to agree on such matters as the length of the work week, the number of key employees to be brought in, the number of employees employed, the method of referral, the check-off of union dues, initiation fees or agency shop fees, the applicable wage rates and fringe benefit contributions in accordance with the local agreement, as well as review the site plan, site safety and health plan, site control, air monitoring, and all other aspects pertaining to the project; provided that it is agreed that the interpretation shall be a matter for the principal parties hereto.

ARTICLE VI

WAGE AND FRINGE BENEFITS

Section 1. When an Employer enters an area where wages, working conditions and fringe benefits affecting employees have been negotiated and legally established pursuant to a bona fide collective bargaining agreement, the Employer will be presented with such evidence by the Union and the Employer will, subject to the provisions of the Concrete Coring, Drilling and Sawing Agreement, conform his operations accordingly.

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Section 2. After the Employer's operation has commenced in any particular area, no subsequent change in wages, or fringe benefit contributions in such area will become effective insofar as the Employer is concerned, except to the extent that any such change in wages or fringe benefit contributions shall have been agreed upon in accordance with the effective date agreed upon in negotiations between the local union having jurisdiction over the area and a recognized agent of the Employer in such area.

Section 3. The Employer will pay the specified contractual rate for all classified jobs contained in the applicable area collective bargaining agreement, if any.

Section 4. The Employer shall pay only to employee fringe benefit funds that have been legally negotiated and established by a local collective bargaining agreement (such as pension, pension annuities, health and welfare, training, vacation, etc.)

Section 5. Notwithstanding the terms of any local agreement, the Employer shall make the employee benefit contributions for the Employer's key employees to the trust funds designated by the key employees as their home trust funds, and shall not be obligated to contribute for the key employees to any other trust funds, provided that the trust funds so designated agree to accept the contributions and credit the key employees for those contributions in accordance with the trust funds' rules. The contributions shall be at the customary rates set by the home trust funds. In the event that a key employee's designated trust fund refuses to accept such contributions the Employer shall immediately inform the Union and the key employee. The key employee may then designate another trust fund for receipt of his contributions at that fund's customary rates. The key employees for whom contributions are made in accordance with this Section to their designated trust funds shall look only to those trust funds for benefits earned under this agreement.

Section 6. The Employer hereby adopts and agrees to be bound by the written terms of such legally established local trust agreements specifying the detailed basis on which payments are to be made into, and benefit paid out of, such trust funds. The Employer authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Employer.

Nothing contained in this paragraph is intended to require the Employer to become a party to, nor be bound by, the local collective bargaining agreement, except for the fringe benefit fund contributions as required herein, nor is any signatory Employer required to become a member of any employer group or association as a condition for making such contributions. Industry promotion funds, for purposes of this Agreement, are not considered employee fringe benefits, and need not be paid by the Employer. Where the local agreement provides for lump sum payments for fringe benefits, funds, and industry promotion funds, the Employer shall not be compelled to pay the lump sum payment but shall only pay the hourly amount covering the fringe benefit and training portion of the payment.

Section 7. When the wages and working conditions in an area are mutually considered to be contrary to the best interest of the industry then the Employer signatory hereto and the Union agree that they will enter direct negotiations to establish hours of work, wage rates, fringe benefits, working conditions, referral conditions, and all other financial considerations of employment as an appendix to this Agreement.

Section 8. The Employer agrees to submit to the Laborers Employers Cooperation and Education Trust ("LECET") the amount of five cents (\$.05) per hour for all hours worked by all employees of the Employer covered by this Agreement, unless the applicable local agreement requires a contribution to a regional or local LECET, in which case the regional or local agreement provision shall apply.

ARTICLE VII

SHIFT WORK, OVERTIME, AND HOLIDAYS

Section 1. Shifts shall be established for a minimum of three (3) days. When two (2) or three (3) shifts are worked, the first or day shift shall be established on an eight (8) hour basis, the second shift shall be established on a seven and one-half (7 1/2) hour basis, and the third shift shall be established on a seven (7) hour basis. The pay for the second and third shifts shall be the equivalent of eight (8) hours' pay including the appropriate fringe benefits at the employee's regular hourly rate.

Section 2. The straight-time work week shall be considered to start with the day shift on Monday and end with the conclusion of the second or third shift for the fifth day. In the event the second or third shift of any regular work week shall extend into a holiday, employees shall be paid the regular shift rate.

Section 3. When conditions require, the Employer and the Union may revise these shift-work provisions to meet the requirements of a particular project.

Section 4. All work performed by an employee in excess of eight (8) hours in any twenty-four (24) hour period shall be paid at one and one-half (1 1/2) times his regular rate. All work performed by an employee in excess of forty (40) hours in a work week shall be paid for at one and one-half (1 1/2) times his regular rate. No employee will be required to work in excess of sixteen (16) consecutive hours during any twenty-four (24) hour period. In addition, variations in local agreement overtime provisions may be established by mutual agreement. In no case shall the overtime rate exceed double the straight-time hourly rate of pay.

Section 5. Overtime is not to be demanded of the Employer by the Union on any employee covered by this Agreement as a condition of employment.

Section 6. Holidays shall be recognized in accordance with the applicable local agreements.

ARTICLE VIII

PAYDAY

Section 1. Wages due shall be paid to all employees weekly, not later than on Friday and shall be paid before the end of the work shift. Not more than three (3) days' wages may be withheld. Payment may be made by check. If employees are discharged or laid off, they shall be paid in full provided they are present at the job or place where they are employed. Employees who voluntarily terminate their employment shall be paid by the next payday at their regular place and time of pay. At the request of such employee, the Employer may mail their checks.

ARTICLE IX
UNION REPRESENTATION

Section 1. Authorized representatives of the Union or its affiliated local union shall have access to jobs covered by this Agreement, providing they do not unnecessarily interfere with the employees or cause them to neglect their work, and further provided such representatives comply with visitor and security rules established for the project.

Section 2. The Business Representative for each local union shall have the right to designate a working steward. Such designated stewards shall be qualified employees assigned to a crew and shall perform the work of the craft. Under no circumstances shall there be a non-working steward. The Union may appoint a steward for each shift. When overtime is worked, a steward shall be on the job.

Section 3. The working steward will be paid at the applicable wage rate for the job classification in which such employee is performing work and shall be last laid off providing he is capable of performing the remaining work. The working steward will not be entitled to any other preferential treatment by the Employer and will be subject to discipline (including discharge) to the same extent as are other employees.

Section 4. The Employer will give prior notice to the Union if it becomes necessary to discharge the steward and the Employer will immediately send such notice in writing to the Union stating the reasons for discharge. The Employer will permit the steward sufficient time to perform the duties inherent to a steward's responsibilities.

Section 5. The steward's duties shall not include hiring and termination nor shall he abuse any interference with work progress.

Section 6. Each steward shall be concerned with the employees of their immediate Employer and not with the employees of any other Employer working nearby.

ARTICLE X

SAFETY

Section 1. The Employer and the Union agree to cooperate in developing a safety attitude among the employees and to work toward achieving compliance with applicable Federal and State Laws and regulations. Employees who do not use the reasonably required personal protective equipment furnished by the Employer, or who disregard the reasonable project safety, housekeeping or equipment regulations, will be subject to disciplinary action by the Employer, including discharge. No other procedures or regulations, modifying this provision, on specific job locations, will be implemented without mutual consent of the Union and the Employer. These rules and regulations will be published and posted at conspicuous places throughout the project.

Section 2. It shall be the exclusive responsibility of each Employer on a job site to which this Agreement applies, to assure safe working conditions for its employees as well as employee compliance with any safety rules contained herein or established by the Employer. Nothing in this Agreement will make the Union liable to any employees or to any other persons in the event that injury or accident occurs.

Section 3. When an Employer considers it necessary to shut down a job to avoid the possible loss of human life, because of any emergency situation that could endanger the life and safety of an employee, in such cases, employees will be compensated only for the actual time worked, except as required by Federal or State Laws.

ARTICLE XI

NO STRIKE, NO LOCKOUT

Section 1. During the term of this Agreement there shall be no strikes, picketing, work stoppages, slowdowns, or other disruptive activity for any reason by the Union, its applicable local union(s), or by any employee and there shall be no lockout by the Employer.

Section 2. The Union and its applicable local union(s) shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the

Employer's project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourage any activity which interferes with the normal operation of the project shall be subject to disciplinary action, including discharge.

Section 3. Neither the Union or its applicable local union(s) shall be liable for acts of employees for which it has no responsibility. The International Union General President will immediately instruct, order , and use the best efforts of his office to cause the local union(s) to cease any violations of this Article. The principal officer or officers of a local union will immediately instruct, order, and use the best efforts of their office to cause the employees the local union represents to cease any violations of this Article. A local union complying with this obligation shall not be liable for unauthorized acts of the employees it represents. The failure of the Employer to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

Section 4. This no strike, no lockout, commitment is based upon the agreement by both parties to be bound by the grievances and arbitration provisions in this Agreement. The parties also agree that a breach of this no strike, no lockout provision shall constitute a breach of the entire agreement.

Section 5. Notwithstanding the above, the Union has the right to strike a delinquent Employer for non-payment of wages and fringes provided the Employer received five (5) days notice of such intended action.

ARTICLE XII
GRIEVANCE PROCEDURE

Section 1. It is specifically agreed that in the event any disputes arise out of the interpretation or application of this Agreement, excluding questions of jurisdiction of work, the dispute(s) shall be settled by means of the procedure set forth herein. No such grievance shall be recognized unless called to the attention of the Employer by the Union or to the attention of the Union by the Employer within ten (10) calendar days after the alleged violation was committed.

Section 2. A grievance shall be settled according to the following procedure:

STEP 1: This dispute shall be referred to the Business Manager of the local union involved or his designated representative and the Project Superintendent and/or the Employer's representative at the project.

STEP 2. In the event that the Business Representative of the local union and the Project Superintendent and/or the Employer's representative at the project site cannot reach agreement within ten (10) calendar days after a meeting is arranged and held, the matter shall be referred to the International Union and the Labor Relations Representative of the responsible Employer.

STEP 3. In the event that the International Representative and the Labor Relations Representative of the Employer are unable to resolve the dispute within ten (10) calendar days after completion of Step 2, it shall be referred, in writing, to the General President of the Union and the home office representative of the Employer.

STEP 4. If the dispute is not resolved within ten (10) calendar days after

completion of Step 3, the Employer and the Union shall choose a mutually agreed upon Arbitrator for final and binding arbitration. The impartial Arbitrator shall be selected from a panel of arbitrators submitted by and in accordance with the rules and regulations of the American Arbitration Association. The decision of the Arbitrator shall be binding upon all parties. The Arbitrator shall have no authority to change, amend, add to or detract from any of the provisions of this Agreement. The expense of the impartial Arbitrator shall be borne equally by the Employer and the Union.

Section 3. The time limits specified in any step of the grievance procedure may be extended by mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate step of the grievance procedure. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without a request from an extension of time, shall be deemed a waiver of such grievance to the other without prejudice, or without precedent to the processing of and/or resolution of life or similar grievances or disputes.

Section 4. In order to encourage the resolution of disputes and grievances at Section 1 and 2 of this grievance procedure, the parties agree that such settlements shall not be precedent-setting.

ARTICLE XIII
SUPERSEDES LOCAL AGREEMENT

Section 1. Except as otherwise provided in this Agreement, any provisions of a local or area collective bargaining agreement which may be in conflict with the provisions contained herein shall be considered subordinate to this Agreement.

ARTICLE XIV
TERM OF AGREEMENT

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This Agreement shall continue in full force and effect until one year from the date signed by the General President and General Secretary-Treasurer of the Laborers' International Union of North America, AFL-CIO, and thereafter from year to year until terminated or modified at the option of either party by written notice, no less than sixty (60) days, and no more than ninety (90) days prior to the anniversary date of this Agreement.

ACCEPTANCE OF AGREEMENT

Signed this _____ day of _____, 19 _____.

**LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA, AFL-CIO**

FOR THE EMPLOYER:

SAMPLE COPY

SAMPLE COPY

General President

Company Name

SAMPLE COPY

SAMPLE COPY

General Secretary-Treasurer

Signature of Company Representative

Name and Title

Address

City State Zip Code

Telephone and Fax Numbers

ADDENDUM A

NATIONAL CONCRETE CORING, DRILLING AND SAWING AGREEMENT
JOB NOTIFICATION FORM

Please mail and/or fax a copy of this form to LIUNA prior to the commencement of any project that is to be performed under your National Concrete Coring, Drilling and Sawing Agreement.

TO: Laborers' International Union of North America (LIUNA)
905 - 16th Street, N.W., Construction, Maintenance and Service Trades Division
Washington, DC 20006 Telephone:(202) 737-8320 Fax:(202) 737-2754

Date:

Client/Owner's Name and Address:

Project Location:

(City/County/State)

Starting Date: _____ Approximate Duration of Project:

Description of Work:

Number of Laborers to be employed:

Names and Social Security Numbers of Key Men:

Company Name	Address	City	State	Zip Code
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Telephone Number

Fax Number

Authorized Signature

Printed Name and Title