

NATIONAL CONSTRUCTION AGREEMENT

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NATIONAL CONSTRUCTION AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____

By and between the Laborers' International Union of North America, for and on behalf of its affiliated Local Unions and District Councils (hereinafter referred to as the "Union") and _____

_____,
(hereinafter referred to as the "Employer").

ARTICLE I

DURATION

The provisions of 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, and thereafter from year to year until terminated or modified at the option of either party, upon notice, in writing, to the other party with sixty (60) days prior to the expiration date of this Agreement, or any subsequent anniversary date.

ARTICLE II

SCOPE

- A. This Agreement shall be in effect within the boundaries of the United States of America, and its possessions, territories, protectorates, and other instrumentalities, and shall cover all field construction, demolition, plant-type construction near or adjacent to job sites, and other construction work.

- B. This Agreement shall cover all work coming within the trade jurisdiction of the Union, as set forth in Article III, Section 1 (b) of the Constitution of the Laborers' International Union; or as a result of decisions of public and private tribunals; or as a result of trade or area practice or subsequent mergers; and the Employer agrees to make all work assignments in accordance therewith.

ARTICLE III

UNION RECOGNITION

The Employer hereby recognizes and acknowledges the Union as the exclusive bargaining representative of all employees performing work covered by this Agreement with respect to wages, hours and other terms and conditions of employment.

ARTICLE IV

UNION SECURITY AND CHECKOFF

- A. All present employees of the Employer who are members of the Union on the effective date of this Agreement shall remain members of the Union, in good standing, as a condition of continued employment. All present employees of the Employer who are not members of the Union, and all employees who are hired hereafter, shall become and remain members in the Union, in good standing, as a condition of continued employment no later than the eighth (8th) day following their date of hire, or the effective date of this Agreement, whichever occurs later.

B. Subparagraph “A” of this Article shall not be applicable in a state in which its application is prohibited by law. However, when work covered by this Agreement is to be performed in such State, upon property of the United States Government as to which the provisions of the applicable State Statute prohibiting the implementation of subparagraph “A” of this Article are inapplicable, all employees covered by this Agreement who are performing work on such property shall be required, as a condition of continued employment on such property, to obtain membership in the Union no later than the eighth (8th) day following the beginning of such employment, or the effective date of this Agreement, whichever occurs later, and maintain such membership in the Union while so employed.

C. If an agency shop clause is permissible in the State where the provisions of this Article requiring union membership as a condition of continued employment are prohibited, the following provisions shall be in effect:

(1) Membership in the Union is not compulsory. Employees have the right to join, not to join, maintain, or drop their membership in the Union as they see fit. Neither party shall exert any pressure upon or discriminate against an employee regarding his membership or non-membership in the Union.

(2) Membership in the Union is separate, apart, and distinct from the assumption by an employee of his equal obligation to the Union insofar as he receives employment benefits equal to

those received by other employees. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally, without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit, and not for members of the Union only. Accordingly, it is fair and equitable that each employee in the bargaining unit assume his fair share of meeting the Union's costs and expenses in serving as the exclusive bargaining representative.

(3) In accordance with the policy set forth under subparagraphs "A" and "B" of this Article, all employees shall, as a condition of continued employment, pay to the Union, as the employees' exclusive bargaining representative, an amount which shall be limited to an amount designated by the Union, not to exceed the appropriate Local Union's regular and usual initiation fees and dues, to defray the costs of collective representation. For present employees, such payments shall commence eight (8) days following the effective date of this Agreement; and for new employees, the payment shall commence eight (8) days following the date of their employment.

D. Upon the written request of the Union, the Employer shall be required to terminate the services of any employee who is in violation of any applicable provision of this Article.

- E. The Employer agrees to deduct from the pay of employees and remit to the appropriate Local Union and/or District Council, all deductions authorized by the employees, pursuant to a voluntary, written authorization provided to the Employer, which is signed by each employee and is in a form consistent with applicable law, such as the sample form set forth as Addendum “A”, attached hereto.

ARTICLE V

HIRING

- A. The employer agrees that all work under this Agreement should be performed by the local residents, hired pursuant to the hiring procedure hereinafter. Subject to the foregoing, the Union recognizes the right of the Employer to employ an agreed upon number of “key men”. “Key men” shall mean those employees who are regularly and customarily employed by the Employer whenever he has work and who have been employed by him sometime during the past six (6) months and who, because of their special knowledge, skill and experience regarding the Employer’s operations are considered necessary by the Employer to the efficient performance of the work to be done under this Agreement.
1. Fringe benefit contributions that are worker-specific, e.g., pension, health and welfare, pre-paid legal, annuity or vacation, shall be paid to funds of the home local (as designated by the key man or traveler) at the rate normally charged by the home local fund. (If the key man does not designate a home local, all contributions will be made to, and

the key man will participate in, worker-specific funds of the work local.)
If the home local fund accepts multi-level contributions, the rate shall be that under which the key man is normally covered. If the home local rate for the aggregate of all worker-specific funds is less than the rate of the aggregate of those benefits for the work local, the difference will be added to the worker's wages. In no case will the worker's wages be reduced.

2. If the home local fund refuses to accept a worker-specific contribution and both work and home local funds are bound to a reciprocal agreement, contributions will be made into the funds of the work local at the rate appearing in the area agreement for the work local. If the home local fund refuses to accept a worker-specific contribution and the work and home local funds are not bound to a reciprocal agreement, the amount of all worker-specific benefits will be added to the employee's wages, except for health and welfare coverage. If health and welfare coverage is not provided through the home local, a key man's health and welfare contributions shall be made to, and he or she shall participate in, the work local health and welfare fund.

3. Fringe benefits that are not worker-specific, e.g., LECET or training will be paid to the work, local fund at the normal rate for that fund.

4. The contractor shall advise the union at the pre-job conference of the manner in which benefit contributions for each key man will be treated pursuant to the foregoing rules. Notwithstanding Section 1, at the pre-

job conference the Union may direct that vacation contributions are to be paid to the work local fund at the work local rates.

5. Where an employee directs that contributions for worker-specific benefits be remitted to his or her home local, that employee shall not be entitled to benefits from the worker-specific funds of the work local, except for health and welfare coverage when provided pursuant to Section 2 above.

6. The contractor agrees to be bound to the various agreements and declarations of trust, and amendments thereto, of the funds of the home local designated by a key man. The contractor authorizes the parties to such trust documents to name trustees and successor trustees and to administer the trust. However, no term or amendment of such trust agreement or declaration shall bind the contractor to any financial obligation beyond that set forth in this agreement.

B. All employees other than “key men” shall be hired in accordance with the following provisions:

- (1) If an exclusive hiring hall system is being operated by the Local Union and/or District Council in the area, the Employer agrees to rely upon said hiring hall as the exclusive source of applicants for employment and to conform to and be bound by its provisions. Disputes regarding the operation of the hiring

hall will be subject to the grievance and arbitration procedure appearing in Article XIV herein.

(2) In all other areas, the Employer and the Local Union and/or District Council shall discuss hiring procedures.

- C. If, pursuant to discussions conducted under subparagraph B (2), the Local Union agrees to serve as the exclusive source of supply for such additional employees, the Employer and the Local Union shall bargain lawful objective standards, based upon local needs and conditions, to be employed in the referral of applicants for employment. Such standards shall be reduced to writing and posted in places where notices to employees and applicants for employment are customarily posted, together with all other provisions relating to the functioning of the hiring arrangement, specifically including the Employer's right to reject for cause; and all referrals will then be made in accordance with the aforesaid procedure and on a non-discriminatory basis.

- D. If, pursuant to discussions provided for in subparagraph B (2) above, the Local Union will not agree to serve as the exclusive source of supply for such additional employees, the Employer shall first notify the Local Union of opportunities for employment, and shall give the Local Union the first opportunity to refer qualified applicants for such employment for a period of not less than forty-eight (48) hours after such notice.

- E. Included as Addendum C to this Agreement is a model “hiring hall” plan which, in the opinion of the Union and the Employer, is lawful; and it is the intention of the aforesaid parties that, where the Employer agrees to utilize the services of the Local Union for all employees, but a hiring hall is not in operation at the time, the model “hiring hall” plan will act as a guide, thereby providing assistance in enabling the Employer and the Local Union to arrive at a hiring arrangement.

ARTICLE VI

PRE-JOB CONFERENCE

- A. The Employer agrees to submit a Job Notification Form Addendum E, to the International Union at their headquarters located at 905 16th Street, NW, Washington, D. C. 20006, Telephone (202) 737-8320, Fax (202) 737-2754, notifying them of jobs obtained by Employer, describing the locations, size and extent of the job as well as the proposed starting date. It is a violation of this Agreement to commence a job without prior notification or a pre-job conference, subject to the provisions as set forth below.
- B. Employers and representatives of the Laborers’ International Union, District Council and/or Local Unions (s) having jurisdictions 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 total

number of employees to be 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 contract, and any other matters, provided that it is agreed that interpretation of this Agreement shall be a matter for the principal parties hereto. Unresolved issues shall be subject to the provisions of Article XIII.

- C. The Local Union and/or District Council shall furnish the Employer with copies of the applicable local or area collective bargaining agreement, together with information regarding the availability of qualified manpower and other pertinent matters.

ARTICLE VII

WAGES AND CONDITIONS OF EMPLOYMENT

- A. Subject to the provisions of this Agreement, the hourly rates of pay, overtime, working conditions, travel or subsistence allowances, and all fringe benefits shall be those established through collective bargaining between the appropriate Local Union and/or District Council and the local contractors in the area where the particular job of the Employer is located.
- B. In order to maintain continuity of work on the Employer's projects and to insure against any work stoppage in the event of a breakdown of local negotiations, it is agreed that when a local agreement terminates, the Employer will continue to observe the terms and conditions contained

therein until a new contract has been reached between the Local Union and/or District Council and the contractors in the area. Pending local settlement, there shall be no work stoppage on the Employer's job; provided, however, that when negotiations are completed, the Employer agrees to comply with the terms of the new agreement, whichever is the earlier date.

- C. When the Employer enters an area where wages and conditions of employment have not been established pursuant to negotiations between the appropriate Local Union and/or District Council and the contractors in the area, the Employer and the Union will negotiate such wages and other conditions of employment as are necessary and reduce their understanding to writing. It is understood and agreed that, should the parties fail to agree, either party shall be permitted full economic recourse to support its position, and the provisions of Article XV shall not be applicable.

- D. The Employer agrees to become party to the standard fringe benefit trust agreements which have been entered into between local contractors and the Local Union and/or District Council involved.

- E. The Employer agrees to make timely payments into all fringe benefit funds negotiated and established under the applicable Local Union and/or District Council collective bargaining agreement.

F. Notwithstanding the terms of any local union negotiated agreement, an Employer signatory to this Agreement shall make the fringe benefit contributions for the Employer's "key men" to the trust funds designated by the "key men" as their home trust funds, and shall not be obligated to contribute for the "key men" to any other trust funds, provided that the trust funds so designated agree to accept the contributions and credit the "key men" for those contributions in accordance with the trust funds' rules. The contribution shall be at the customary rates set by the home trust funds. The "key men" for whom contributions are made in accordance with this Section to their designated home trust funds shall look only to those trust funds for benefits.

G. The Employer agrees to deduct and transmit to the Laborers' Political League (LPL) five cents (\$.05) for each hour worked from the wages of those employees who have voluntarily authorized such contributions on the forms provided for that purpose by the Union, see Addendum "B". These transmittals shall occur weekly, and shall be accompanied by a list of the names of those employees for whom such deductions have been made, and the amount deducted for each such employee.

The Employer shall retain 2% of the gross proceeds from the checkoff as reimbursement for the Employer's costs in administering this checkoff.

The Laborers' International Union of North America agrees to indemnify and hold harmless the Employer from any and all claims, actions and/or proceedings arising out of said Laborers' Political League.

- H. 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, as set forth in Addendum D, unless the applicable local agreement required a contribution to a Regional or Local LECET, in which case the Regional or Local agreement provision shall apply.

- I. The Employer agrees to be fully responsible for any delinquency by a subcontractor in the payment of any wages or fringe benefits required by this Agreement.

ARTICLE VIII

LABORERS-EMPLOYERS BENEFIT PLAN COLLECTION TRUST

- A. The Employer hereby adopts Addendum E to this Agreement which provides for submission by the Employer of the various fringe benefit contributions and Union dues deductions required by this Agreement to the Laborers-Employers Benefit Fund Collection Trust ("Collection Trust"), a central clearinghouse for such payments.

- B. The Employer agrees to submit to the Collection Trust all fringe benefit contributions and Union dues deductions required by this Agreement to the Collection Trust at such times and in such manner as required by the Collection Trust. However, in no event shall the contributions earned or dues deductions made during any calendar month be submitted to the Collection Trust later than by the twentieth (20th) day of the immediately

following month. This 20th day of the succeeding month shall be considered the due date unless an earlier due date is set by the Collection Trust.

- C. In addition to the aforementioned contributions and dues deductions, the Employer shall contribute to the Collection Trust, for its own benefit, four cents (\$0.04) for each hour worked under the Collective Bargaining Agreement. Such contributions shall be submitted periodically to the Collection Trust with the benefit fund contributions and dues deduction for the same period.

- D. In the event that the Employer fails to submit to the Collection Trust any contribution, dues deduction or report required by this Agreement within fifteen (15) calendar days after the due date, the Union, the Collection Trust, or any benefit fund owed contributions will notify the principal officer of the Employer of the delinquency. If all amounts due have not been paid within five (5) days after such notice is given, the Union shall be entitled to take any lawful action that it deems necessary or appropriate to collect the amounts due, including a work stoppage, and such action shall not be considered a violation of this Agreement, including Article XV. Further, the Employer shall be responsible for all costs of collection incurred by the Union, the Collection Trust, and the benefit funds.

ARTICLE IX

SUBCONTRACTING

A. The Employer agrees that all contractors or subcontractors who are engaged by the Employer to perform work of the kind covered by this Agreement at the site of the construction, alteration, painting, demolition, or repair of a building, structure, or other construction work shall be or shall become a signatory to this Agreement prior to the award by the Employer of any such contract or subcontract, if such contractor or subcontractor is not already a party to a collective bargaining agreement with the appropriate Local Union and/or District Council. The Employer agrees to call this specific Article to the attention of all contractors or subcontractors prior to any engagement by the Employer to perform work of the kind covered by this Agreement.

ARTICLE X

SAFETY

A. Safety rules and regulations which have been jointly established under the applicable local collective bargaining agreement, and those which have been established pursuant to Federal and State laws and regulations, shall be adhered to at all times. The Employer shall, at all times, conform his operation to such safety requirements. The parties recognize the maintenance of a safe work environment is the sole and exclusive responsibility of the Employer. The Union assumes no duty to enforce safety rules or requirements of applicable Federal or State laws, the Union is not a guarantor of workplace safety or against occupational injury to individual employees.

ARTICLE XI

PRODUCTIVITY

- A. There shall be no bonus, or task work; nor shall there be any limit on or curtailment of production.

ARTICLE XII

MATERIALS

- A. The Employer shall not be restricted in the selection of materials, supplies or equipment used in his operation. While the Employer and the Union recognize that the Employer is not obligated under this Agreement to use any particular product, the Employer unilaterally declares that where available, and practicable, he intends to give favorable consideration to building materials which bear the label of the Laborers' International Union of North America.

ARTICLE XIII

UNION REPRESENTATION

- A. Authorized representatives of the Union shall, at all times, have access to jobs where employees covered by this Agreement are employed, provided that they do not unnecessarily interfere with production. They shall be permitted to engage in such activities as are reasonable and necessary for the purpose of administering and enforcing this Agreement.

- B. Stewards shall be working employees appointed by the Local Union and/or District Council who, in addition to their regular duties as

employees, shall be permitted to perform Union duties during working hours. The Union agrees that such duties shall be performed as expeditiously as possible and the Employer agrees to allow such stewards a reasonable amount of time for the performance of such duties.

ARTICLE XIV

GRIEVANCE PROCEDURE AND ARBITRATION

A. All disputes or grievances involving or arising out of the interpretation or application of the provisions of this Agreement, including any disputes over work jurisdictions, shall be settled in the following manner:

STEP 1 – The first attempt to settle any such dispute or grievance shall be made at the job level between the representative of the Local Union and/or District Council involved and the Employer’s representative.

STEP 2 – If such dispute or grievance is not settled at the job level within three (3) days, it shall then be referred to the General President of the Laborers’ International Union, or his designated representative, and the appropriate representative of the Employer. If the dispute or grievance is not settled promptly on this level, the parties may extend the period for settlement to a fixed date which is mutually agreed upon, or the dispute or grievance may promptly be submitted to arbitration under the provisions of Step 3, hereinafter set forth.

STEP 3 – If, after referral to Step 2, the dispute or grievance remains unresolved, the matter may then be referred to arbitration by either party, upon written notice

to the other. If the parties are unable to agree upon an arbitrator, application may be made by either party to the Federal Mediation & Conciliation Services (FMCS) for a panel of five (5) arbitrators, upon receipt of which, both parties shall immediately, alternately strike names, choosing by lot which party is to strike first, until the last name remains, which person shall be designated as the arbitrator. The decision of the arbitrator shall be rendered no later than fifteen (15) days from the date of submission and shall be final and binding upon the Employer and upon the Union and its members.

- B. The Union and Employer shall bear their respective costs of the arbitration procedures separately. The fees of the arbitrator shall be shared proportionately between the Union and the Employer.

- C. In the event that either party fails to comply with the decision of the arbitrator, except in cases involving Article VII, the terms and conditions of Article XV shall not apply, and either party shall be permitted to resort to economic recourse.

ARTICLE XV

NO STRIKE – NO LOCKOUT

- A. Except as otherwise provided herein, the parties agree that there shall be no strike or lockout over any dispute or grievance subject to the grievance procedure provided for herein.

- B. It is further agreed and understood that no liability shall attach to the Laborers' International Union of North America by reason of any unauthorized act of any employee of the employer, or of any Local Union and/or District Council, or official thereof, unless and until such unauthorized act has been expressly ratified by the Laborers' International Union.
- C. The provisions of subparagraph "A", this Article, shall not be applicable in the event the Employer shall fail to make prompt payment of wages to employees covered by this Agreement, or shall fail to make timely payments or contributions to fringe benefit plans as required under Article VII of this Agreement, or shall fail to conduct a "pre-job conference" as contemplated by the provisions of Article VI.

ARTICLE XVI

SAVINGS CLAUSE

- A. In the event that any provisions of the Agreement shall be declared invalid, unlawful, or inoperative by reasons of a final order of any tribunal of competent jurisdiction, the parties may re-negotiate such provision for the purpose of establishing an adequate replacement thereof which will most closely meet the objectives of such invalid provision, without violating such final order.

- B. In the event that any tribunal of competent jurisdiction invalidates any paragraph, section, sentence or Article of this Agreement, all remaining provisions of this Agreement shall remain in full force and effect.

- C. This Agreement shall supersede all previous contracts entered into between the Union and the Employer, and any provisions of a Local Union and/or District Council collective bargaining agreement, which conflicts with the provisions, contained herein shall be considered subordinate to this Agreement and shall not prevail. Any procedure established by a local agreement for the resolution of jurisdictional disputes shall be deemed to conflict with this Agreement.

ARTICLE XVII

WORK PRESERVATION

- A. To protect and preserve, for employees covered by this Agreement, all work they have performed and all work covered by this Agreement, and to prevent any device or subterfuge to avoid the protection and preservation of such work, it is agreed as follows: If the Employer performs on-site construction work of the type covered by this Agreement, under its own name or name of another, as a corporation, company, partnership or other business entity, including a joint venture, wherein the Employer, through its officers, directors, partners, owners or stockholders, exercises directly or indirectly (including, but not limited to, management, control or majority ownership through family members) management control or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work.

ACCEPTANCE OF AGREEMENT

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

General President

General Secretary-Treasurer

Date

FOR THE COMPANY:

Signature

Name and Title

Company Name

Address

City, State and Zip Code

Telephone Number

Fax Number

E-mail address

Date

ADDENDUM A

CHECKOFF AUTHORIZATION AND ASSIGNMENT

Local Union No. _____

Affiliated with
THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO

Name of Employee

I, _____, do hereby assign to Local Union No. _____, Laborers' International Union of North America, AFL-CIO, such amounts from my wages as shall be required to pay the initiation fees, readmission fees, membership dues, and assessments of the Local Union as may be established from time to time. My Employer is hereby authorized to deduct such amounts from my wages and pay the same to the Local Union and/or its authorized representative, in accordance with the collective bargaining agreement in existence between the Local Union and my Employer.

This authorization shall become operative upon the effective date of each collective bargaining agreement entered into between by Employer and the Local Union.

This authorization shall be irrevocable without regard to by present to continued membership in the Union for a period of one (1) year, or until termination of the collective bargaining agreement in existence between my Employer and the Local Union, whichever occurs sooner; and I agree and direct that this authorization shall be automatically renewed and shall be irrevocable for successive periods of one (1) year each, or for the period of each succeeding applicable collective bargaining agreement unless written notice is given by me to my Employer and the Local Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective bargaining agreement between my Employer and the Local Union, whichever occurs sooner.

Dues and fees paid to Local Union _____ are not deductible as charitable contributions for federal income tax purposes. Dues and fees paid to Local Union _____, however, may qualify as business expenses, and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Services.

This assignment has been executed this _____ day of _____, _____.

ADDENDUM B

L.P.L. PAYROLL CHECKOFF AUTHORIZATION

I hereby authorize and direct each employer signatory to an agreement with the Laborers' International Union of North America, or any of its affiliates for whom I work to deduct from my paycheck five cents (\$.05) for each hour worked every pay period and to remit such amount the Laborers' Political League ("LPL") at such time as other remittances are made to the Union.

This authorization is voluntarily made. I understand that the signing of this authorization and the making of payments to LPL are not conditions of membership in the Union or of employment with any employer, that I have a right to refuse to sign this authorization and to contribute to LPL without reprisal and the LPL will use the money it receives to make political expenditures and contributions on connection with federal, state and local elections. I also understand that this amount of money is merely a suggested guideline, that I am free to contribute more or less than this amount by any lawful means other than this checkoff and that the Union cannot favor or disadvantage me because of the amount of my contribution or my decision not to contribute.

This authorization shall remain in effect until revoked by me in writing.

Date

Signature

ADDENDUM C

MODEL HIRING HALL SYSTEM

To provide an efficient, competent, and safe system of production in the construction industry; to eliminate the evils of casual employment, thereby securing a fair distribution of employment and living wage to those workers who must gain their livelihood from the industry to which they contribute their labor, and the provide an orderly procedure of referral of applicants to employment, there is hereby established this plan of referral between

_____,
herewith referred to as “the Employer” and Local Union No. _____,
Laborers’ International Union of North America, hereinafter referred to as “the Union”.

1. Except for the minimum number of key men, the Employer shall notify the union of its need for all other workmen and shall not recruit applicants directly or hire additional persons not referred by the Union.
2. The Employer, in requesting referrals, shall specify to the Union: (a) the number of employees required; (b) the location of the project; (c) the nature and type of construction involved; (d) the work to be performed; and (e) such other information as is deemed essential by the Employer in order to enable the Union to make proper referral of applicants.
3. Registration and selection of applicants for referral to jobs shall be on a non-discriminatory basis, and shall in no way be affected by Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership policies or requirements.
4. The Employer reserves and shall have the right to accept or reject any applicants referred by the Union or to discharge for cause any employees who have been accepted, but who subsequently prove unsatisfactory, subject to the Appellate Procedure herein.
5. The Union shall maintain a list of persons available for employment.
6. Registration and referral of applicants shall be in accordance with the plan. The Union shall register all applicants for employment on the basis Groups listed below. Each applicant shall be registered in the highest priority Group for which he qualifies.

ADDENDUM C – Continued

GROUP A

All applicants who have worked as building and construction laborers for the past three (3) years; have been employed for a period of one (1) year during the last three (3) years by Employers (parties to collective bargaining agreements with the Union, not containing discriminatory referral provisions), and who have maintained residence for the past year within the geographical area constituting the normal construction labor market.

GROUP B

All applicants for employment who have worked as building and construction laborers for the past three (3) years, and have been employed for a period of at least six (6) months within the past three (3) years by Employers (parties to collective bargaining agreements with the Union not containing discriminatory referral provisions).

GROUP C

All applicants for employment who have worked as building and construction laborers for the past two (2) years or more and who have for the past year or more held residence within the geographic area constituting the normal construction labor market.

GROUP D

All applicants for employment who have worked as building and construction laborers for more than one (1) year.

7. The Union shall maintain each of the separate Group lists set forth above, which shall list the applicants within each Group in the order they register as available for employment.
8. The Union shall refer applicants to the Employer by first referring applicants in “Group A” in the order of their places on said list, and then referring applicants in the same manner successively from the lists in “Group B”, then “Group C”, and the “Group D”. Any applicant who is rejected by the Employer shall be returned to this appropriate place within his Group and shall be referred to another Employer in accordance with the position of his Group and his place within the Group. Upon a registrant being referred for employment and actually employed on a job more than three (3) days, such registrant’s name shall be removed from the list until such time as his employment has been terminated, at which time he shall be registered at the bottom of the appropriate list under which he is entitled to be registered.

ADDENDUM C – CONTINUED

9. Registration of applicants for referral shall be held not less than once each week for a period, or periods, of not less than two (2) hours in duration. Registration periods shall be established by the Union and notification thereof shall be given to all interested parties by posting in the Union Office and on the job site in conspicuous locations not less than forty-eight (48) hours before a registration period.
10. In the event that the referral facilities maintained by the Union are unable to fill the requisition of an Employer for employees within a forty-eight (48) hour period after such requisition is made by the Employer (Saturdays, Sundays and Holidays exempted), the Employer may employ applicants directly at the job site. In such event, the Employer will notify the Local Union of the names and dates of such hiring.
11. The Union, its officers, agents and representatives undertake no obligation to search for, or by any means locate an applicant on the current applicable referral list who is not physically present on the Union Hall when referrals are made pursuant to a request of the contractor.
12. The order of referral set forth above shall be followed except in cases where Employers require and call for employees possessing special skills and abilities, in which case the Union shall refer the first applicant on the register possessing such special skills and abilities.
13. The Union shall require all job applicants who have not previously registered to submit a resume of experience and qualifications in order to determine their proper group and whether they are qualified to perform the various requisite skills of the craft and thereby be eligible for registration and/or referral.
14. In the event any job applicant is aggrieved; (1) with his failure to qualify for registration, or (2) with his group classification, or (3) with his order or referral, or (4) by action of the Employer in connection with hiring, he may within ten (10) days following the occurrence of the event which constitutes the basis for the grievance, file with the person in charge of the Registration and Referral Office, a written statement of the grievance clearly and specifically setting forth the wrong or violation charged. An Appellate Tribunal consisting of an Employer Representative, a Union Representative and an Impartial Chairman appointed jointly by the Employer and Union, shall consider the grievance and render a decision which shall be final and binding. The Appellate Tribunal is authorized to issue procedural rules for the conduct of its business, but is not authorized to add to, subtract from, or modify any of the provisions of this system and its decision shall be in accordance with the system.

ADDENDUM C – Continued

15. The Employer and the Union shall post in appropriate places, where notices to employees and applicants are customarily posted, all provisions relating to the hiring arrangements set forth in this Agreement.

DEFINITIONS

16. (A) “Normal construction labor market” is defined to mean the following geographical area:

The above geographical area is agreed upon by the parties to include the areas defined by the Secretary of Labor to be the appropriate prevailing wage areas under the Davis-Bacon Act, to which this Agreement applies, plus the commuting distance adjacent thereto, which includes the area from which the normal labor supply is secured.

- (B) Resident – means a person who has maintained his permanent home in the above defined geographical area for a period of not less than one (1) year or who, having had a permanent home in this area has temporarily left with the intention of returning to this area as his permanent home.
- (C) Building and Construction Laborers – means a person working for a contractor in the performance of work within the classifications historically and traditionally recognized in the industry as the calling commonly referred to as “building and construction laborers”.

ADDENDUM D

LABORERS-EMPLOYERS COOPERATION AND EDUCATION TRUST

The Employer and the Union recognize that they must confront many issues of mutual concern which are more susceptible to resolution through labor-management cooperation than through collective bargaining. The Employer and the Union also recognize that workers as well as business benefits from labor-management cooperation. To seek resolution of these mutual concerns and to advance mutual interests through labor-management cooperative efforts, the Employer and the Union agree to participate in the labor-management cooperation trust fund described herein which are established in accordance with Section 302 (c)(9) of the Taft-Hartley Act.

The Employer shall contribute to the Laborers-Employers Cooperation and Education Trust (LECET) effective as of the effective date of this Agreement and for each month thereafter for the term of the Agreement, including any extensions or renewals thereof. The Employer shall contribute to LECET at the rate of five cents (\$.05) for each hour or portion of an hour for which each employee covered by this Agreement is entitled to receive pay.

The Employer shall submit all contributions to LECET in such manner and at such time and place as LECET shall designate. The Employer shall also submit such reports as LECET deems necessary to verify contributions. The Employer and the Union hereby adopt the Agreement and Declaration of Trust establishing LECET.

ADDENDUM E

NATIONAL PARTICIPATION AGREEMENT OF THE LABORERS'-EMPLOYERS BENEFIT PLAN COLLECTION TRUST

Background

1. The Employer has entered into a Collective Bargaining Agreement with the Union which requires the Employer to make periodic contributions to various benefit funds with regard to covered employees. These funds are subject to Section 302(c) of the Labor Management Relations (Taft-Hartley) Act which requires contributing employers to adopt the funds' trust agreements as a condition of contributing. The Employer wishes to satisfy that obligation with regard to all funds by execution of a single document.

2. The Employer also wishes to satisfy its periodic contribution obligations to all of the benefit funds by submitting its required payments and reports to the Laborers-Employers Benefit Plan Collection Trust ("Collection Trust") which, as a clearinghouse, will distribute the payments received from the Employer to the appropriate funds in accordance with the terms of the Collective Bargaining Agreement. By submitting such contributions to the Collection Trust, the Employer avoids the burdens of submitting multiple periodic reports and payments to multiple funds by submitting one report and one payment to the Collection Trust.

3. To the extent that the Employer has also agreed to deduct Union dues or other voluntary payments to Union-related organizations from the wages or salary payable to its employees and submit same to the Union or other organization, the Employer wishes to satisfy that obligation by submitting same to the Collection Trust for distribution to the Union or other organization.

4. This Participation Agreement may be adopted by express reference to it in the Collective Bargaining Agreement that binds the Employer and all of the other Employers bound by the Collective Bargaining Agreement. Alternatively, this Participation Agreement may be adopted by an individual Employer with the consent of the Union, in which case the Employer and the Union must sign this Participation Agreement at the bottom.

Agreement

To accomplish the purposes described above and in consideration of the mutual promises reflected in the Collective Bargaining Agreement of which this Participation Agreement is a part, the Employer and the Union hereby agree as follows.

1. The Employer hereby adopts and accepts the agreement and declaration of trust of each of the benefit funds referenced in the Collective Bargaining Agreement to the same effect as if the Employer signed each such document. The Employer hereby acknowledges that it has received each agreement and declaration of trust or that each such document has been made available to the Employer.

2. All benefit fund contributions required by the Collective Bargaining Agreement

shall be submitted to the Collection Trust. The contributions shall be made at the rates set forth in the Collective Bargaining Agreement. The contributions shall be submitted to the Collection Trust at such times and in such manner as required by the Collection Trust, but no less frequently than monthly. The

Employer shall also submit to the Collection Trust such written reports verifying its contributions as the Collection Trust may require.

3. The Employer's contributions shall be deemed paid upon receipt by the Collection Trust. The Collection Trust shall distribute the payments that it receives to the appropriate funds, as identified in the Collective Bargaining Agreement, as soon as practicable after receipt.

4. (a) In the event that the Employer fails to submit contributions or reports when due, the Employer shall be considered delinquent and in default. The Employer shall be subject to all rules, procedures, and remedies relating to delinquent contributions that each benefit fund has adopted, which may include the imposition of interest, liquidated damages, auditing fees, collection costs, and attorneys' fees. A delinquent Employer may be sued by any benefit fund, or by the Collection Trust, to collect delinquent contributions and obtain other relief from the Employer for its own benefit or for the benefit of all benefit funds to which the Employer is delinquent.

(b) A delinquent Employer may also be subject to any remedies or penalties provided under the Collective Bargaining Agreement. However, no grievance, arbitration or other dispute resolution procedure provided for by the Collective Bargaining Agreement shall in any way limit the right of the Collection Trust or of any benefit fund to bring a lawsuit to collect amounts owed by the Employer.

(c) Each benefit fund and the Collection Trust shall be entitled, from time-to-time, to audit the payroll and related records of the Employer to verify the accuracy of the contributions made by the Employer. Such an audit shall be at the benefit fund's or the Collection Trust's expense, unless the Employer is delinquent and the benefit fund's or Collection Trust's rules provide otherwise.

5. In addition to the contributions to benefit funds required by the Collective Bargaining Agreement, the Employer shall contribute four cents (\$0.04) for each hour worked under the Collective Bargaining Agreement for the benefit of the Collection Trust itself. This rate of contributions may be increased from time-to-time by agreement between the Employer and the Union. Such contributions shall be submitted to the Collection Trust periodically with the Employer's contributions to the benefit funds. If the Employer is more than sixty (60) days delinquent in submitting contributions owed to the Collection Trust, the Collection Trust shall be entitled to interest at the rate of 1.0% per month compounded from the date on which the contributions were due and the costs of collection, including attorneys fees.

6. To the extent that the Employer has also agreed in the Collective Bargaining Agreement to deduct Union dues and / or other voluntary payments to Union-related organizations from the wages or salary payable to its employees and submit same to the Union or other organization, the Employer shall satisfy such obligation by periodically submitting same to the Collection Trust at such times and in such manner as provided in the Collective Bargaining Agreement or in another agreement between the Employer and the Union.

7. The Collection Trust shall have no responsibility or liability to any party or third party beyond distributing the amounts it receives from the Employer on behalf of a benefit fund, the Union, or Union-sponsored organization to such fund, Union or other organization. To defray part of its costs, the Collection Trust may retain any interest income earned on contributions and other sums received from the Employer while such amounts are on deposit in the Collection Trust's account awaiting distribution and payment.

8. This Participation Agreement shall be effective as of the effective date of the Collective Bargaining Agreement, or such later date as this Participation Agreement is adopted by the Employer and the Union and a copy is delivered to the Collection Trust. This Participation Agreement shall remain in effect for the term of the Collective Bargaining Agreement, including any extension thereof, and for the term(s) of any successor collective bargaining agreement(s) unless terminated earlier by a written agreement between the Employer and the Union that is delivered to the Collection Trust.

Acknowledgment

The Employer and the Union acknowledge their agreement to the terms set forth above by causing their authorized representatives to place their signatures below.

FOR THE EMPLOYER:

Name of Employer: _____

Name of Representative: _____

Signature: _____

Date: _____

FOR THE UNION:

Name of Union: _____

Name of Representative: _____

Signature: _____

Date: _____

NOTE: A copy of this Participation Agreement as well as a copy of the Collective Bargaining Agreement (and of any successor agreement) must be delivered to the Collection Trust at the following address:

Ms. Tracey Barrick
Administrator
Laborers-Employers Benefit Plan Collection Trust
905 16th Street, N.W.
Washington, D.C. 20006

ADDENDUM F

NATIONAL CONSTRUCTION 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 Construction Agreement.

TO: Laborers' International Union of North America (LIUNA)
905 – 16th Street, N.W. Construction Department
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: _____

On this site, will you be the Prime Contractor? _____ Or Subcontractor _____

If Subcontractor, please provide the name of the Prime Contractor:

Approximate number of Laborers to be employed: _____

Approximate number of "Key Men": _____

Description of Work: _____

Company Name

Address

City

State

Zip Code

Telephone Number

Fax Number

E-mail address

Authorized Signature of Contact Person

Printed Name and Title