

NATIONAL SERVICE CONTRACT AGREEMENT

BETWEEN

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO

AND

**SAMPLE**



EFFECTIVE:

EXPIRES:

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## **NATIONAL SERVICE CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_ by and between \_\_\_\_\_ hereinafter referred to as the Employer), and the LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO, and its affiliated LOCAL UNION (hereinafter referred to collectively as "the Union").

### **ARTICLE I** **PURPOSE**

It is the intent and purpose of the parties hereto to set forth herein the basic agreement covering wages, hours of work and conditions of employment to be observed between the parties hereto, and to provide procedures for prompt, equitable adjustments of alleged grievances to the end that there shall be no work stoppages, strikes or lockouts during the life of this Agreement.

### **ARTICLE II** **UNION RECOGNITION AND SCOPE OF AGREEMENT**

Section 1 The Employer recognizes the Union as the sole exclusive collective bargaining representative of all employees of the Employer at covered locations, except managers, supervisors and guards as defined under the National Labor Relations Act, with respect to wages, hours and all other terms and conditions of employment.

Section 2 At such time as a majority of the employees of the Employer at a location not covered by this Agreement, which is not an accretion to any existing bargaining unit, designates the Union as their collective bargaining representative, as evidenced by a card check, they shall be covered by this Agreement, except for Addendum A. The content and effective date of Addendum A shall be determined in negotiations between the Local Union representative and the Employer. Should a dispute arise between the parties with reference to the card check, either party may refer such dispute to the arbitration procedure contained in the Agreement.

Section 3 Employees in a unit that is an accretion to an existing bargaining unit shall be covered by this Agreement, including the applicable Addendum A.

### **ARTICLE III** **UNION SECURITY**

Section 1 All present employees who are members of the Union, on the effective date of this Agreement, shall remain members as a condition of employment. All present employees who are not members of the Union shall, as a condition of employment, become members of the Union no later than the thirty first (31st) day after the effective date of this Agreement. New employees hired hereafter shall, as a condition of employment, become members of the Union no later than the thirty first (31st) day of their employment.

Membership means the payment of an amount of money equal to the Local Union's regular and uniformly imposed initiation fees and dues. Failure to comply with this requirement shall result in discharge of the employee upon written notification to the Employer by the Union, that an employee has failed to tender the appropriate dues and fees uniformly imposed upon all employees in the bargaining unit.

Section 2 The foregoing provision shall not apply in any state to the extent that it may be prohibited by state law. However, 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/her fair share of meeting the Union's cost and expenses in performing its duties, as the exclusive bargaining representative.

Section 3 When work covered by this Agreement is to be performed upon property of the United States Government (as to which the provisions of any state's "right-to-work" laws are inapplicable), Section 1 shall apply for the duration of such work.

Section 4 In the event that in any or all of the states described in Section 2 of this Article, a decision or action of the United States Congress, State Legislature, or a court or administrative board of competent jurisdiction shall make the "Union Shop" or "Agency Shop" a lawful practice, the same shall become operable immediately and shall apply to all present and future employees.

Section 5 The Union agrees to indemnify the Employer for any costs, including legal fees, or liability incurred as a result of the Union's implementation and enforcement of the provisions of this Article.

#### **ARTICLE IV** **CHECKOFF**

Section 1 The employer agrees to honor checkoff cards, signed by individual employees, which authorizes the Employer to deduct from the employee's paycheck each month, the union dues, lawful fees & assessments as certified by the Union and contributions, and remit same within twenty (20) days, to the Secretary-Treasurer of the appropriate Local Union. The Union agrees that in the event of any change in the Union's dues structure, it will notify the Employer twenty (20) days prior to the first (1<sup>st</sup>) pay period of the following month. The Employer will furnish the Union with the names and addresses of all newly hired employees.

Section 2 The Employer agrees to deduct and transmit to the Laborers' Political League, 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. The transmittals shall occur monthly and shall be accompanied by a list of names of those employees for whom such deductions have been made, and the amount deducted for each such employee.

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 these deductions.

**ARTICLE V**  
**NO DISCRIMINATION**

Neither the Employer nor the Union shall discriminate against, or in favor of, any employee on account of race, color, creed, national origin, political belief, sex, age, veterans status or disabled, because any employee exercised his/her rights under any federal or state law. All Employer policies, rules and interpretations of this Agreement shall be applied equally to employees in the bargaining unit.

**ARTICLE VI**  
**UNION REPRESENTATION**

Section 1 The number and need of stewards shall be determined by the Union and appointments thereof will be made by the appropriate Business Manager. The Union agrees to limit the number of stewards to a maximum of one (1) per shift provided all employees have ready and prompt access to a steward.

Section 2 The Local Union shall supply the contractor in writing and shall maintain with the contractor on a current basis, a complete list of all authorized stewards, together with the designation of the group of employees each is authorized to represent.

Section 3 The Employer agrees to recognize the officers and duly designated representatives of the Local Union and shall be kept advised, in writing, by the Local Union of the names of its officers and representatives.

Section 4 The Employer agrees that in the event it plans to transfer a steward, officer, or representative from one work shift and/or shop to another, it will inform the Local Union five (5) days prior to taking such action.

Section 5 Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to, provided, however, that advance notice be given so that such visits do not unduly interfere with the Employer's operation. All visits are subject to Government regulations.

**ARTICLE VII**  
**DISCHARGE OR SUSPENSION**

Section 1 The Employer shall not discipline or discharge any employee without just cause. An employee shall be subject to discharge for the following reasons:

(a) Significant dishonesty, which includes meaningful falsification of time cards, time clock, or time sheets.

- (b) Intoxication during working hours.
- (c) Use, possession, and/or distribution of illegal drugs, or being under the influence of illegal drugs during working hours.
- (d) Fighting while on the premises.
- (e) Deliberate significant property damage or other such gross misconduct.
- (f) Not reporting to work, or over-staying an authorized leave of absence, without notifying the Employer for three (3) consecutive workdays.
- (g) A significant false statement made on the application for employment, or to the medical examiner, with the intent to deceive.
- (h) Unauthorized possession of firearms or explosives within facilities.
- (i) Employees permanently restricted by the Government from entering the Government installation.
- (j) Sleeping on the job.

Section 2 Other than a discharge for a reason identified above in Section 1, the Employer shall impose progressive discipline in the following manner:

- |  |   |
|--|---|
| (a) First Offense within any consecutive 12 month period:  | Written warning and counseling  |
| (b) Second Offense within any consecutive 12 month period: | One (1) day suspension  |
| (c) Third Offense within any consecutive 12 month period:  | Dismissal, or three (3) day suspension, at the Employer's discretion    |
| (d) Fourth Offense within any consecutive 12 month period: | Dismissal, or five (5) day suspension, at the Employer's discretion     |
| (e) Fifth Offense within any consecutive 12 month period:  | Dismissal, or fifteen (15) day suspension, at the Employer's discretion |

Section 3 No employee may be discharged unless at least one prior offense within any consecutive 12 month period is similar to the ground(s) for the proposed discharge.

Section 4 Pursuant to the Worker Adjustment and Retraining Notification Act (Title 29 U.S. Code, Section 2103), the parties understand that all employees have been hired by the Employer to fulfill the Employer's service contract with the U.S. Government, and employment is therefore limited to the duration of the Employer's undertaking. It is further understood that the employees' employment will terminate upon completion of the service contract if the Employer's contract is not renewed.

## **ARTICLE VIII**

### **GRIEVANCE PROCEDURE AND ARBITRATION**

Section 1 The parties to this Agreement, in the interest of resolving all disputes, complaints or grievances, in connection with the interpretation or application of the terms of this Agreement, have settled upon the following orderly and peaceful procedures:

**Step One:** The employee shall promptly report to his/her steward any complaints, disputes or grievances, which he/she believes, requires adjustment. The steward shall promptly investigate to ascertain whether the complaint has merit and report the results thereof to the Union Business Manager. The Union shall be the sole judge as to the validity of any grievance and in the event the Business Manager believes the grievance has merit, he/she shall promptly attempt to resolve the dispute with the Project Manager. If the dispute is not resolved, the matter shall be referred in writing by the Union to Step Two, within ten (10) days. If the matter is not referred within ten (10) days, the matter shall be closed.

**Step Two:** The Business Manager shall refer the matter in writing, to the General President of the International Union or his designee, and a copy to the Employer, and the Supervisor shall refer the matter, in writing, to the Employer's President, or his designee, and a copy to the Local Union. The parties will then meet in an effort to settle the grievance. If no satisfactory settlement is arrived at within five (5) days, either party may, within five (5) additional days, refer the matter to Step Three, Arbitration. The General President of the International Union, or his designee, shall have full authority to determine whether or not the Union wishes to process the grievance into Step Three, Arbitration.

**Step Three:** The party invoking the provision of Step Three shall call upon the Federal Mediation and Conciliation Service to supply both the Employer and the Union with a list consisting of at least three (3) and not more than five (5) individuals who would serve as Arbitrator. The parties may then invoke the usual procedures to strike off objectionable names. The decision of the Arbitrator shall be final and binding upon both parties. The cost of such arbitration shall be shared equally by both parties.

Section 2 The parties may select a mutually acceptable neutral to act as a temporary or permanent Arbitrator for disputes arising under the terms of this Agreement.

## **ARTICLE IX** **SENIORITY**

Section 1 The Employer recognizes seniority for all employees who have been continuously employed at the same location for a period of thirty (30) calendar days, based upon the length of continuous service, with previous, present and succeeding Employers, according to the Employer's and the Union's records. Seniority is an important factor to be considered by it in shift assignments, promotions, demotions, lay-offs, and recalls after lay-offs within the unit. However, the Employer may also consider efficiency and capability, provided that when these factors are approximately equal, seniority shall prevail.

Section 2 A break in seniority shall occur in the following events:

- (a) If an employee quits.
- (b) If an employee is discharged for cause.
- (c) Not reporting to work, or over-staying an authorized leave of absence, without notifying the Employer for three (3) consecutive workdays.
- (d) If an employee is laid off for more than six (6) months.
- (e) If an employee leaves due to military TDY assignment.

Section 3 The Employer shall supply the Union with an up-to-date seniority list on the effective date of this Agreement and at the start of each contract year under the Employer's contract with the Activity, every six (6) months thereafter, and at the termination of the Employer's contract with the Activity.

Section 4 Every new (non-seniority) employee hired by the Employer shall be on probation for a period of thirty (30) calendar days and during this probationary period, an employee may be dismissed for any reason. Any employee so dismissed, shall not have a right to invoke the grievance and arbitration procedure of this Agreement.

## **ARTICLE X** **PROMOTIONS**

Section 1 When the Employer determines that a vacancy exists in a classification, a notice of the vacancy shall be posted for a period of three (3) calendar days in the normal posting locations. Any employee in the bargaining unit shall be permitted to sign the notice indicating his/her desire to be selected for the position.

Section 2 In effecting a promotion, the Employer will first give consideration to employees in the unit and selection will be made therefrom unless an outside applicant is clearly better qualified.



**ARTICLE XI**  
**LEAVE OF ABSENCE**

**Section 1 - Personal Leave of Absence**

A leave of absence without pay for reasonable cause as determined by the Employer, or for Union activities, will be granted for a period up to ninety (90) calendar days, with written approval of the employee's Supervisor at least fifteen (15) days in advance of such leave of absence, provided the employee can be spared from his/her regularly assigned job duties. Such leaves of absence may be extended for good cause, shown upon written approval of the Employer. Employees who are away for a period longer than the term of the leave of absence, or who accepts employment elsewhere without permission of the Employer during such leaves of absence, shall be considered to have voluntarily terminated their employment with the Employer. Leave of absence shall not cause a change in seniority date. However, there shall be no accrual of benefits and no holiday pay for any holiday, which falls during the period they are on leave without pay.

**Section 2**

**- Military Leave of Absence**

(a) The Employer and the Union agree to abide by the provisions of the Selective Service Act, and the Veteran's Reemployment Act, insofar as the provisions of said Acts apply to the rights of employees and the obligations of the Employer.

(b) Employees who are members of the National Guard and Military Reserve Units, shall be granted necessary time off, without pay, in order that they may fulfill their military obligations. These employees must notify their Supervisor immediately upon receiving notifications of training period or other obligations requiring a military leave of absence. Employees may elect to use earned vacation benefits (if eligible) during periods of military service.

(c) Active military personnel shall not be granted any leave of absence for any military TDY assignments by their military agency. Per Article IX, Section 3(e), an employee leaving his/her work due to a TDY assignment, shall lose his/her seniority rights.

**Section 3 - Injury or Sickness Leaves of Absence**

A leave of absence without pay for injury or sickness, death in the immediate family, or extreme hardship for an employee or any member of his/her immediate family, will be granted in accordance with applicable law. If no law applies or is less favorable, a leave of absence without pay for injury or sickness, death in the immediate family, or extreme hardship for an employee or any member of his/her immediate family, will be granted for a reasonable period up to ninety (90) calendar days. An employee desiring a leave of absence from his/her employment shall secure written permission from the Employer with a copy mailed to the Union. The

Employer may require medical proof of illness or injury, and reasonable evidence of death or hardship. The maximum leave of absence shall be for ninety (90) days. Leave of absence shall not cause a change in seniority date. However, there shall be no accrual of benefits during a leave of absence. Leave of absence for maternity shall be granted in accordance with applicable law.

#### **Section 4 - Medical Treatment**

The Employer provides Worker's Compensation coverage for employees who sustain an injury or contract a sickness covered by Worker's Compensation. The Employer will pay the injured or sick employee the hours worked by his/her crew on the date of his/her injury or sickness.

### **ARTICLE XII**

#### **WAGES**

Employees shall be paid wages, shift premiums and fringe benefits in accordance with the schedule of wages identified as Addendum A for each location. The rates of pay, shift premiums and fringe benefits, shall be negotiated between the Employer and designated representatives of the Local Union that has jurisdiction to represent the employees.

### **ARTICLE XIII**

#### **SHIFT SCHEDULING, BASIC WORKWEEK & HOURS OF WORK**

All employees shall be assigned to work in accordance with the hours of work and shifts determined by the Employer and identified as Addendum A for each location.

#### **Section 1 - Workweek**

The regular workweek for all employees shall begin and end at 12:00 midnight on Saturday. The Employer will make every effort in scheduling to ensure that no employee works more than seven (7) consecutive days. Due to the inconsistent tasks and scheduling required by the contracting agency, the Union recognizes that it is impossible to place all of the Employer's employees on a thirty-five (35) hour workweek. Therefore, the Employer agrees to place as many employees as possible on a thirty-five (35) hour, five (5) days per week schedule.

#### **Section 2 - Days Off**

Each full time employee shall have two (2) scheduled days off in each regular workweek. The Employer must notify the affected employee at least two (2) calendar days in advance of any change in regular "scheduled days off". Where employees are required to maintain continuous operation of departments or assignments, days off may be fixed or rotated consistent with the requirements of the service. The Employer will make every reasonable effort to arrange work schedules so that a maximum number of employees will be off duty on Saturdays and Sundays, consistent with operational requirements.

### **Section 3**

### **- Shifts**

Shifts for all regular employees shall be established as follows:

(a) Shifts will be established by the Employer to best accomplish the task and frequency requirements.

(b) Employees transferred from one shift to another shall receive at least twenty-four (24) hours notice except during an emergency.

(c) Emergency Discontinuance of Operation

In the event of any emergency (e.g., severe weather conditions) requiring the discontinuance of the Employer's operations, employees will be released from work and/or will be excused from their obligation to report for work at least to the same extent as employees of the activity.

(d) There shall be a fifteen (15) minute rest period during the first half of each employee's shift providing their scheduled workday exceeds five (5) hours. Such rest periods shall be taken without loss of pay at a work location to be determined by the Employer. Employees scheduled to work five (5) hours or less in any one (1) workday, shall not be granted rest periods.

(e) No employee shall be required to work more than four (4) hours without a lunch period. Meal periods shall be a minimum of one half (1/2) hour and a maximum of one (1) hour and shall be without pay.

(f) The provisions of this Article shall not be construed as a limitation upon the number of hours per day per week the Employer may operate business or schedule its employees, nor shall it be construed as a guarantee of the minimum of hours available to employees.

### **ARTICLE XIV**

#### **SHOW UP AND REPORTING TIME**

Any employee reporting for work at the regular starting time when he/she has not been notified not to report and for whom no work is provided, shall receive two (2) hours pay at his/her regular hourly rate. Any employee reporting for work at the regular starting time, and who is placed at work, shall be paid for no less than four (4) hours at his/her regular rate, even though four (4) hours have not been worked. If more than four (4) hours are worked in any one (1) shift, an employee shall receive pay for actual hours worked. Any employee called in outside his/her regular working hours, or on his/her scheduled day(s) off, shall be guaranteed a minimum of three (3) hours' pay at the regular rate.

**ARTICLE XV**  
**OVERTIME**

Overtime shall be paid at the rate of one and one half (1-1/2) times the straight hourly rate. Overtime shall be defined as **all work performed in excess of forty (40) hours in any workweek.**

The Employer will distribute overtime work as is necessary, and as fairly as possible between employees affected by such overtime work.

**ARTICLE XVI**  
**HOLIDAYS**

Section 1 Employees shall be entitled to the number of paid holidays as identified in Addendum A covering their location. Any employee who is absent without an acceptable excuse on the scheduled workday immediately preceding, and/or the scheduled workday immediately following a holiday, shall forfeit his/her right to be paid for such holiday. If an employee is prevented from working on the workday immediately preceding or the workday immediately following a holiday because of illness attested to by a physician, or death in his/her immediate family, such fact shall constitute an acceptable excuse. (Immediate family shall include spouse, parent, grandchild, grandparent, brother, sister, and child.)

Section 2 The holidays as listed below will be observed as non-work days. Whenever such holidays fall on a Saturday or Sunday and the Employer does not normally not operate on such days, the closest workday shall be deemed to be the holiday.

- |                                   |                      |
|-----------------------------------|----------------------|
| (1) New Years Day                 | (6) Labor Day        |
| (2) Martin Luther King's Birthday | (7) Columbus Day     |
| (3) President's Day               | (8) Veterans Day     |
| (4) Memorial Day                  | (9) Thanksgiving Day |
| (5) Independence Day              | (10) Christmas Day   |

In locations where there are more than ten (10) holidays, the additional holidays shall be personal days.

Section 3 Employees working on a holiday within their basic workweek, (40 hours or less) will receive the same pay as they would normally receive on a regular work day, plus a regular day's pay in lieu of the day off.

Section 4 Employees working on a holiday beyond their basic workweek, meaning a sixth (6th) or seventh (7th) day, and in excess of forty (40) hours, shall receive payment at the rate of time and one half (1-1/2) for that day, plus a regular days pay in lieu of the day off.

Section 5 If one (1) of the aforementioned holidays falls within an employee's scheduled vacation, such employee shall receive one (1) additional day of paid vacation.

**ARTICLE XVII**  
**VACATIONS**

Section 1 Employees shall receive paid vacation as identified in Addendum A covering their location. Vacation shall be earned by part-time employees on a pro rata basis compared to a full-time (35 hour/week) employee. Employees who work an irregular schedule of weekly hours which is dependent upon workload (as agreed to by signatories to the agreement), vacation pay shall be figured on the basis of the average hours worked each week in the previous twelve (12) months of employment.

Section 2 The Employer shall permit employees to schedule their vacation in advance subject to the Employer's approval. This vacation schedule shall be approved no later than March 15 of each year. In the selection of vacation times, the employee's seniority shall be the determining factor. Once the vacation schedule is completed and approved, it can not be arbitrarily changed by the Employer. Employees shall not be required to schedule their vacation in advance, as stated above, but when seeking unscheduled vacation at a later date, previously approved vacations shall be recognized first.

Section 3 Notwithstanding that an employee is otherwise entitled to a vacation, and has qualified for same, he/she forfeits all vacation pay or privileges if prior to taking his/her vacation, he/she quits without giving the Company one (1) week's written notice of his/her intention to quit.

**ARTICLE XVIII**  
**SICK LEAVE**

Section 1 Employees shall be entitled to sick leave with pay at the employee's regular rate, as identified in Addendum A covering their location. Sick leave shall be earned by part-time employees on a pro rata basis compared to a full-time (35-hour/week) employee. For employees who work an irregular schedule of weekly hours which is dependent upon workload (as agreed to by signatories to the agreement), sick leave shall be figured on the basis of the average hours worked each week in the previous twelve (12) months of employment.

Section 2 No sick leave pay shall be paid for less than one half (1/2) day. Employees who are absent due to illness for more than one-half their normal work day will receive regular pay for hours worked and one half (1/2) day sick pay. If an employee works more than one half (1/2) day, the employee shall only be paid for hours worked and will receive no sick leave pay. The Employer may require medical proof of illness for absences in excess of two (2) days.

**ARTICLE XIX**  
**FUNERAL LEAVE**

Funeral Leave as identified in Addendum A, shall be recognized as follows: An employee who has death in his or her immediate family, defined as his or her Mother, Father, Spouse, Son, Daughter, Brother, Sister, Mother-in-law, Father-in-law, or a member of his or her immediate family through adoption or guardianship, shall be paid up to and including three (3) days pay at his or her regular rate for time missed within one (1) week of the funeral. Stepparents, Stepchildren, and grandparents shall be considered immediate family.

**ARTICLE XX**  
**HEALTH AND WELFARE**

The Employer shall contribute for each hour for which an employee covered by this Agreement is entitled to pay an amount as set forth in Addendum A to the **Laborers' National Health and Welfare Fund** in accordance with Addendum B to this Agreement. The Employer and the Union hereby adopt the Agreement and Declaration of Trust establishing said Fund, a copy of which has been provided to each, and agree to comply therewith.

**ARTICLE XXI**  
**PENSION**

The Employer shall contribute for each hour for which an employee covered by this Agreement is entitled to pay an amount as set forth in Addendum A to the **Laborers' International Union of North America National (Industrial) Pension Fund** in accordance with Addendum B to this Agreement. The Employer and the Union hereby adopt the Agreement and Declaration of Trust establishing said Fund, a copy of which has been provided to each, and agree to comply therewith.

**ARTICLE XXII**  
**TRAINING**

The Employer shall contribute for each hour for which each employee covered by this Agreement is entitled to pay, to the **Laborers-Employers Service Contract Education and Training Fund** at the rate set forth in Addendum A to this Agreement. The Employer and the Union hereby adopt the Agreement and Declaration of Trust establishing said Fund, a copy of which has been provided to each, and agree to comply therewith.

**ARTICLE XXIII**  
**HIRING OF EMPLOYEES**

Section 1 The Employer agrees that it will contact the Union office and give the Union an opportunity to furnish all classes of employees covered by this Agreement. If the Union cannot supply the needed personnel, the Employer may obtain applicants from any and all sources for the particular requirement. Selection of applicants for referral to or for employment on jobs, shall be on a non-discriminatory basis and shall not be based on, or in any way affected by Union membership, bylaws, rules, regulations, constitutional provisions or any other obligation or aspect of Union membership, policies or requirements. The Union will accommodate any hiring requirements imposed on the Employer by federal or state laws and regulations.

Section 2 The Employer will furnish the Union with the names and addresses of all newly hired employees.

Section 3 When the Employer is awarded a new service contract for work covered by a collective bargaining agreement between a predecessor contractor and the Laborers' International Union or its affiliate, the Employer agrees to retain all employees of the predecessor contractor required for performance of the contract. If fewer than all are to be retained, Article IX, Seniority, shall apply to the selection of employees.

#### **ARTICLE XXIV** **WASH AND WEAR UNIFORMS**

The Employer shall provide three (3) initial wash and wear uniforms, which it requires the employees to wear. One (1) additional new wash and wear uniform shall be provided to each employee, without cost, every twelve (12) months. The employees shall launder and maintain their uniforms at their own expense.

#### **ARTICLE XXV** **MISCELLANEOUS**

Section 1 The Employer will provide facilities where all employees may eat their meals at their regularly scheduled times, provided such facilities are made available by the U.S. Government.

Section 2 The Employer agrees to give the International Union a copy of the Employer's written personnel policies and copies of the job descriptions for all classifications in the bargaining unit. If no job description exists for a job classification, it will be immediately negotiated jointly by the Union and the Employer.

Section 3 Supervisors and other personnel outside the bargaining unit, shall not regularly perform bargaining unit work so as to replace bargaining unit employees. The parties to this Agreement recognize however, that such activity may be necessary from time-to-time to ensure the efficient and profitable operation of the Employer and therefore, agree that such activity is not in violation of the provision to this Agreement.

Section 4 The pay period and pay day shall be biweekly.

Section 5 Employees who are discharged from the services of the Employer, shall receive their wages and personal property in full within seven (7) days thereafter. Employees who quit the services of the Employer without urgent reason, will receive their wages at the next regular pay day, but may receive their personal property upon quitting. No employee who is discharged or resigned will receive any wages until he/she has furnished proof that his/her file at Base Security has been cleared, all badges/passes surrendered, and has cleared the Employer's property files. No wages will be released until all uniforms are turned in to the Employer in a clean and unabused form.





**ARTICLE XXVI**  
**NO STRIKES - NO LOCKOUTS**

Section 1 It is the intent and purpose of the parties hereto, set forth herein, this basic Agreement covering wages, hours of work and other terms and conditions of employment to be observed by the parties and to provide a procedure for the prompt and equitable resolution of disputes and grievances arising between the parties. Accordingly, it is agreed that there shall be no interruptions in, or impediments to the Employer's operations, or any stoppages, strikes, or lockouts during the life of this Agreement arising out of such dispute or grievance. Instead, such disputes and grievances shall be peacefully resolved under the grievance procedure provided in Article VIII.

Section 2 It is agreed that in all cases of any unauthorized strikes, slowdowns, walkouts, or any other unauthorized acts of the employees of the Employer, or of any affiliated Local Union and/or District Council, or official thereof, the Union shall promptly undertake to induce employees to return to their jobs and to process any dispute under Article VIII and no liability shall attach to the Union unless, and until, any such unauthorized act has been expressly ratified by the Union. The Employer acknowledges that stewards are not authorized to act for the Union in connection with any strike, slowdown or other job action, or in connection with amending the terms of this Agreement.

**ARTICLE XXVII**  
**INVALIDITY**

In the event that any term or provision of this Agreement shall be declared in violation of federal or state law, or shall, through action of any federal or state legislation become unlawful, such term or provision shall be void and of no effect in that particular jurisdiction. All other terms and conditions of this Agreement, shall remain in full force and effect. In the event the wages and fringe benefits contained in Addendum A are found by the Secretary of Labor to be at substantial variance with the prevailing wage rates, or the result of less than arm's-length negotiations, pursuant to Article 4(c) of the Service Contract Act, the Employer shall be obligated to pay only the wages and fringe benefits specified in the new wage determination issued by the Department of Labor.

**ARTICLE XXVIII**  
**HEALTH AND SAFETY**

The Employer and the Union agree that they will cooperate in the enforcement of health and safety standards and rules that may be established by the Employer in compliance with OSHA or other statutory regulations.

**ARTICLE XXIX**  
**PHYSICAL EXAMINATION**

If required by the Contracting Agency, the Employer may require an employee to undergo a physical examination and it shall have the right to select the examining physician, request the physician to conduct specific required tests, and to receive a written report from the physician as to his/her findings. Such reports shall be considered and treated in a confidential manner by the Employer. The total cost of such physical examinations, exclusive of any treatment given, shall be borne by the Employer.

**ARTICLE XXX**  
**MANAGEMENT CLAUSE**

Section 1 The Employer retains the sole rights in its discretion to manage its business to hire, discharge for cause, lay off, assign, transfer and promote its employees; to determine the starting and quitting time and the number of hours to be worked and all other rights and prerogatives subject only to such regulations and restrictions governing the exercise of these rights as expressly provided in this Agreement.

Section 2 The execution of this Agreement shall not create any vested rights in the employees of the Employer and all rights not specifically relinquished by the Employer in this Agreement shall remain the Employer's.

**ARTICLE XXXI**  
**REOPENER CLAUSE FOR LOCAL WAGE ADDENDA**

The Employer and the Local Union agree to meet for the purpose of negotiating local area wages and fringe benefits to be attached as Addendum A. Any proposed changes which the Local Union wishes to be considered by the International Union in the negotiations of Addendum A, shall be submitted at least one hundred thirty (130) days before the expiration of the Employers contract with the federal installation described in Addendum A.

**ARTICLE XXXII**  
**SUCCESSORS AND ASSIGNEES**

This Agreement shall be binding upon, and shall ensure to the benefit of the parties hereto, their successors and assignees.

**ARTICLE XXXIII**  
**EFFECTIVE DATE AND DURATION**

This Agreement, entered into this \_\_\_\_\_ of \_\_\_\_\_ shall be binding upon the parties hereto, their successors in the employing industry and their administrators, executors and assigns, and shall remain in full force and effect until and shall continue in effect from year to year thereafter, unless written notice is given by the Union or the Employer ninety (90) days prior to the expiration date of its desire to modify, amend or terminate this Agreement. The parties shall begin good faith bargaining within fifteen (15) days after receipt of such notice. Addendum A attached hereto will be opened annually for renegotiating wages, fringes etc., or as set forth in said Addendum. If the parties are unable to agree to changes in the aforementioned conditions, the parties shall be free to resort to economic recourse, notwithstanding the provisions of this Agreement.

**LABORERS' INTERNATIONAL UNION  
OF NORTH AMERICA**

**CONTRACTOR NAME**

\_\_\_\_\_  
**Terence M. O'Sullivan, General President**

\_\_\_\_\_  
**Name, Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Street Address**

\_\_\_\_\_  
**City, State and Zip Code**

\_\_\_\_\_  
**Telephone/Fax Numbers**

\_\_\_\_\_  
**Date**

# NATIONAL SERVICE CONTRACT AGREEMENT

## ADDENDUM B

### PENSION, HEALTH AND WELFARE, AND TRAINING BENEFIT FUNDS

The Employer has agreed to make pension, health and welfare, and training fund contributions as set forth in the Agreement and in Addendum A. This Addendum sets forth more particularly the terms and conditions of the Employer's contribution obligations to these Funds, subject to any rights reserved by the Fund's Trustees to accept or not accept the unit of employees covered by the Agreement into participation.

#### Section 1 - LIUNA National (Industrial) Pension Fund

(a) The Employer shall contribute to the **Laborers' International Union of North America National (Industrial) Pension Fund** for each hour for which an employee covered by this Agreement is entitled to pay, including hours of paid vacation, paid holidays and other periods for which pay is paid or owed to an employee. The hourly contribution rate shall be the rate set forth in Addendum A to the Agreement. Contributions to the Fund for an employee shall commence with the employee's first (1st) day of employment in a classification covered by the Agreement.

(b) Contributions to the Fund shall be due on a monthly basis and specifically by the twentieth (20th) day of the first month following the month during which the contributions accrued, unless otherwise expressly required by the Fund's Board of Trustees. The Employer shall also submit to the Fund on a monthly basis such contribution reports, as the Board of Trustees may require to verify the amount of contributions owed (if any) for the preceding month. Such reports shall be submitted to the Fund on the same schedule as contributions and shall be submitted even if the employees performed no work and no contributions are owed to the Fund for the month covered by the report.

(c) The Fund shall have the right and authority to have a certified public accounting firm audit the payroll and other records of the Employer for purposes of verifying the accuracy of the contributions made to the Fund by the Employer, verifying employee eligibility and other purposes necessary for administration of the Fund. The Employer and the Union also agree to provide the Fund with any and all truthful information necessary for administration of the Fund.

(d) All contribution payments shall be made payable to the **"LIUNA National (Industrial) Pension Fund"** and sent to the Fund at 905 16th Street N.W., Washington, DC 20006.

(e) If the Employer fails to submit contributions or contribution reports to the Fund when due, it shall be considered in default and shall be subject to charges for interest, liquidated damages, attorneys fees, costs, audit fees and other costs of collection in accordance with the Fund's Agreement and Declaration of Trust. The Fund shall have the right to take any and all lawful action to secure payment of contributions and submission of the commencement of legal proceedings against the Employer and others acting on its behalf. The Employer's obligations with respect to the Fund, shall not be subject to any grievance or arbitration procedure provided under the Agreement. The Union shall have the right to take whatever steps it deems necessary to secure compliance by the Employer with its contribution obligations.

(f) The Employer and the Union agree to accept, be bound by and comply fully with a copy of the Fund's Agreement and Declaration of Trust, a copy of which has been provided to both.

## **Section 2 - Laborers' National Health and Welfare Fund**

(a) Each employee covered by this Agreement shall be covered by the following benefit plan(s) offered by the **Laborers' National Health and Welfare Fund**, subject to the plan's eligibility rules and the Fund's right to withhold payment of benefits in the event that the Employer fails to make the contributions required hereunder or otherwise defaults on its obligations hereunder.

- PLAN I
- PLAN II
- PLAN III
- PLAN IV (ONLY WITH PRIOR APPROVAL OF THE BOARD OF TRUSTEES.)
- DENTAL (OPTIONAL FOR PLANS I, II OR III)

(b) The Employer shall contribute to the Fund for each hour for which each employee covered by this Agreement is entitled to pay, including hours of paid vacation, paid holidays and other periods for which pay is paid or owed to an employee. The hourly contribution rate shall be the rate set forth in Addendum A to the Agreement. Contributions to the Fund for an employee shall commence with the employee's first (1st) day of employment in a classification covered by the Agreement.

(c) Contributions to the Fund shall be due on a monthly basis and specifically by the twentieth (20th) day of the first (1st) month following the month during which the contributions accrued, unless otherwise expressly required by the Fund's Board of Trustees. The Employer shall also submit to the Fund on a monthly basis such contribution reports, as the Board of Trustees may require to verify the amount of contributions owed (if any) for the preceding month. Such reports shall be submitted even if the employees performed no work and no contributions are owed to the Fund for the month covered by the report.

(d) The Fund shall have the right and authority to have a certified public accounting firm audit the payroll and other records of the Employer for purposes of verifying the accuracy of the contributions made to the Fund by the Employer, verifying employee eligibility and other purposes necessary for administration of the Fund. The Employer and the Union also agree to provide the Fund with any and all truthful information necessary for administration of the Fund.

(e) All contribution payments shall be made payable to "**Laborers' National Health and Welfare Fund**", and sent to the Fund at P.O. Box 1100, Columbia, Maryland 21044.

(f) If the Employer fails to submit contributions or contribution reports to the Fund when due, it shall be considered in default and shall be subject to charges for interest, liquidated damages, attorneys fees, costs, audit fees and other costs of collection in accordance with the Fund's Agreement and Declaration of Trust. The Fund shall have the right to take any and all lawful action to secure payment of contributions and submission of the commencement of legal proceedings against the Employer and others acting on its behalf. The Employer's obligations with respect to the Fund shall not be subject to any grievance or arbitration procedure provided under the Agreement. The Union shall have the right to take whatever steps it deems necessary to secure compliance by the Employer with its contribution obligations.

(g) Notwithstanding the foregoing, it is understood that the Fund's Board of Trustees shall have the right to modify the contribution rates required to maintain a particular level of benefits during the term of the Agreement. If the Board of Trustees exercises that right, the Employer shall have the right to terminate participation in the Fund subject to any bargaining or other legal obligations it may owe to the Union. Participation shall not be deemed terminated under the terms of this paragraph until written notice thereof is received in the office of the Fund's Administrator.

(h) The Employer and the Union agree to accept, be bound by and comply fully with the terms of the Fund's Agreement and Declaration of Trust, a copy of which has been provided to both.

### **Section 3 - Laborers-Employers Service Contract Education and Training Fund**

(a) The Employer shall contribute to the **Laborers-Employers Service Contract Education and Training Fund** for each hour for which an employee covered by this Agreement is entitled to pay, including hours of paid vacation, paid holidays and other periods for which pay is paid or owed to an employee. The hourly contribution rate shall be the rate set forth in Addendum A to the Agreement. Contributions to the Fund for an employee shall commence with the employee's first (1st) day of employment in a classification covered by the Agreement.

(b) The Employer shall submit contributions due for work performed during a month to the Fund by the twentieth (20th) day of the month immediately following and shall also submit to the Fund such reports as the Fund's Board of Trustees deems necessary to verify the Employer's contributions. Interest at the rate of one and one half percent (1.5%) per month compounded, shall be assessed against the Employer for all contributions past due for more than thirty (30) days unless expressly waived in whole or part by the Board of Trustees. If the Employer becomes delinquent in making required contributions or reports to the Fund, the Union and the Fund shall have the right to take whatever steps they deem appropriate to secure compliance by the Employer with its obligations, notwithstanding any provision of this Agreement to the contrary.

(c) The Fund shall have the right and authority to have a certified public accounting firm audit the payroll and other records of the Employer for purposes of verifying the accuracy of the contributions made to the Fund by the Employer, verifying employee eligibility and other purposes necessary for administration of the Fund. The Employer and the Union also agree to provide the Fund with any and all truthful information necessary for administration of the Fund.

(d) All contribution payments shall be made payable to the "**Laborers-Employers Service Contract Education and Training Fund**" and sent to the Fund at 109 Kimberwicke Drive, South, Charles Town, WV 25414

(e) If the Employer fails to submit contributions or contribution reports to the Fund when due, it shall be considered in default and shall be subject to charges for interest, liquidated damages, attorneys fees, costs, audit fees and other costs of collection in accordance with the Fund's Agreement and Declaration of Trust. The Fund shall have the right to take any and all lawful action to secure payment of contributions and submission of the commencement of legal proceedings against the Employer and others acting on its behalf.

(f) The Employer and the Union agree to accept, be bound by and comply fully with a copy of the Fund's Agreement and Declaration of Trust, a copy of which has been provided to both.