

LiUNA!

Feel the Power

A background image of construction workers on a site, overlaid with a blue gradient. The workers are wearing hard hats and safety gear, and are working with rebar and other construction materials. The image is split diagonally by a white line, with the top half being orange and the bottom half being blue.

CONSTRUCTION STEWARDS'S MANUAL

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UNION HISTORY AND STRUCTURE

1



INTRODUCTION

You have a great opportunity as a LIUNA steward.

As a steward, you solve problems on the job site.
You protect our union's jurisdiction.

You communicate the union's message to members.
You build unity and solidarity.

To most of the workers on your job site, you *are* the union.

This is a great opportunity and an important responsibility.

This is why LIUNA is investing the time and resources to teach you as much as possible about your position as a steward. Of course, you have already proven your leadership ability--or else you wouldn't be reading this manual. But all of us can always learn more. That's what this manual is all about.

The manual outlines the things you'll need to know to do your job well. There are other skills you can only learn on the job and from your union leaders.

If you have questions, contact your Local Union leaders. They are always willing to share their experiences and ideas with you. They are there to help you.

LIUNA HISTORY

As a LIUNA steward, you serve an important role in one of the most dynamic unions in the construction industry and the labor movement.

The Laborers' International Union was organized on April 13, 1903 by a group of 8,000 individuals comprised of mostly immigrant construction workers. This was a group of workers who other trade unions said were unskilled and who others did not want in their membership. Originally chartered as the International Hod Carriers' and Building Laborers' Union of America, our union became a major player in the trade union movement.

Membership grew through aggressive organizing campaigns, affiliations with other unions, and the protecting of Laborers' jurisdiction. The union changed

its name in 1965 to the Laborers' International Union of North America, reflecting its expansion beyond the construction industry.

Over the years, the union established many innovative programs and initiatives to benefit its members.

In 1994, the Construction Craft Laborer was certified as an apprenticeable craft by the U.S. Department of Labor.

110 plus years later after its organization, LIUNA is a leader in the American labor movement, known for its diverse membership, history of inclusion, and progressive policies.

Today, LIUNA represents more than a half million workers in the construction industry, public sector, health care, and industrial fields. That strength helps build America, protect the middle class, and defend working men and women.

LIUNA STRUCTURE

LIUNA Headquarters is located in Washington, D.C., just blocks from the White House.

The International Union is responsible for collectively bargaining national agreements, like the National Distribution Agreement, the National Maintenance Agreement, and the National Pipe Line Agreement. The International Union also represents its members on Capitol Hill, oversees organizing initiatives to grow our union, and partners with union signatory contractors to expand work opportunities for LIUNA members.

There are several professional departments at the International Union that offer services intended to make things better for LIUNA members. Some departments are Construction, Education, Organizing, Legislative and Political, Legal, Minority Advancement, and Strategic Communications.

LIUNA holds a convention every five years where delegates from the United States and Canada vote on resolutions to the International Constitution. The Constitution sets the guidelines for governing the union. All of the officers of the International Union, including the General President, the General Secretary-

Treasurer, and 14 Vice Presidents, are elected by delegates at the General Convention.

TRI-FUNDS

LIUNA has three independent labor-management trust funds that offer further services. These programs include:

- LIUNA Training
- Laborers-Employers Cooperation and Education Trust (LECET)
- Laborers' Health and Safety Fund of North America

Collectively, these programs are known as the LIUNA Tri-Funds and they work with union-signatory contractors to provide members with job training, work opportunities, and safe job sites.

REGIONAL OFFICES

There are 9 LIUNA Regions with offices and staff including Regional Managers and International Representatives that provide assistance to the District Councils and Local Unions within their regions, and represent the International to each.

There are also 12 Regional Organizing Funds administered by the Regional Offices. Collectively, there are more than 400 staff organizers who work full-time to organize new workers and grow the size and strength of LIUNA's membership.

DISTRICT COUNCILS

Almost every Local Union is affiliated with one of LIUNA's 42 District Councils, and many are structured on a statewide basis. District Councils are responsible for negotiating collective bargaining agreements for affiliated Local Unions, fostering harmony and united action between affiliated Local Unions, and promoting unity of action in dealing with employers.

LOCAL UNIONS

As a member, you are represented on the job by your Local Union. There are approximately 350 Local Unions in the United States and Canada.

Your Local Union Business Manager shoulders the responsibility of the Local Union, sometimes with the

assistance of one or more field representatives or business agents. In addition, the Business Manager may appoint stewards, like you, to provide day-to-day representation on job sites.

The Local Union is responsible for enforcing the terms and rights of members under all Collective Bargaining Agreements, assisting members in finding employment through its referral service or hiring hall, providing training and apprenticeship opportunities to members, and enforcing laws and regulations on the job site.

COLLECTIVE BARGAINING

Collective bargaining is the guiding principal of all labor unions. The labor movement was formed by workers coming together, demanding change, and improving their working lives. The voice of the individual worker is strengthened when it speaks with the power of others.

The process of collective bargaining involves the union negotiating on behalf of its members with construction employers to achieve a **Collective Bargaining Agreement (CBA)** or union contract. The Collective Bargaining Agreement outlines the terms and conditions of the job site, including wages, hours of work, and working conditions.

The union contract is legally binding on both parties, the union and the employer. For the contract to be effective, both sides must closely follow the rules and terms laid out in the agreement. Any violation of the Collective Bargaining Agreement is considered a **grievance** and must be corrected.

LIUNA is signed to many various Collective Bargaining Agreements, including Local Union Agreements, Specialty Agreements, and National Agreements. Depending on which agreement you are working under determines your wages and working conditions for that project.

On most construction projects, the contractor and LIUNA shall conduct a **pre-job conference** that will include work assignments for each craft and any other project rules, conditions, and terms. The LIUNA steward should be aware of any job specific changes to the terms and conditions of that project.

The union may also sign a **Project Labor Agreement** (PLA), a pre-hire Collective Bargaining Agreement that establishes the terms and conditions of a specific construction project. All PLAs and CBAs are similar in structure, but each have their specific differences. Regardless of which agreement you are working under, a LIUNA steward must be educated and well versed on the agreement's specific terms and conditions.

STEWARDS

The first, and perhaps most vital, contact between members and their union is the LIUNA steward. The LIUNA steward is the union's primary representative in the workplace. The LIUNA steward is a legal representative of the union. As such, the steward has a strong influence on their fellow members' image of the Local Union, the International Union, and the labor movement in general.

Most union members do not personally know the General President of the International Union. In a large Local Union, it is also unlikely that the member has a personal relationship with the Local Union Business Manager or other officers. The lack of contact with union representatives is compounded by the fact that many members do not attend union meetings. Therefore, the LIUNA Steward is the one person in the union structure with whom the member is in contact, often on a daily basis.

A LIUNA steward has many duties, including solving job site problems and issues, protecting LIUNA's jurisdiction, educating members on their contract, and communicating the Local Unions' message to members. Stewards are the cornerstone of the union, and effective stewards build stronger unions.

THE ROLE OF THE STEWARD

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The LIUNA steward wears many hats, uses many different tools to perform the job, and is the foundation of the job site. Some of the important roles of the LIUNA steward include:

Problem Solver. When members have a problem, they bring it to their steward. Some problems are job related; others are not. The steward helps the member and others who may be affected to identify possible solutions and work for necessary changes. Some problems may need assistance from the Local Union to solve.

Leader. LIUNA members look to stewards for knowledge, experience, and guidance. By working with members to stand up for their rights on the job and encouraging members to participate in the union, stewards help build an active and unified membership.

Communicator. Stewards are the key points of contact between LIUNA members and their union leaders. Stewards are responsible for keeping Local Union leaders informed about members' concerns and questions, and for keeping members informed about LIUNA's programs and goals.

Educator. LIUNA stewards help members learn how to use and understand the contract, police and protect jurisdiction, participate in the union, and learn about broader issues that affect them and their communities.

Organizer. Stewards help Local Union officials organize members to participate in activities designed to improve conditions on the job and in our communities. Stewards do this by:

- Signing up and educating new employees
- Policing and protecting LIUNA jurisdiction from other crafts
- Understanding the terms and conditions of the Collective Bargaining Agreement
- Increasing unity among members
- Increasing participation in union meetings
- Supporting LIUNA legislative campaigns to benefit working people
- Discussing voluntary contributions to LIUNA PAC, the Laborers' political action fund
- Supporting LIUNA's efforts to build alliances with community organizations on common goals

WHAT IS EXPECTED OF A UNION STEWARD?

The LIUNA Steward is a very important part of the Local Union. Without effective and aggressive stewards, a union cannot adequately represent its members. Effective stewards are the backbone of an effective labor organization. The steward is the Local Union's legal representative on the job and how that steward handles their job is often how members view their Local Union. If the steward is fair and honest in their dealings with members, they will earn their respect. On the other hand, if the steward is incompetent in their responsibilities as a steward, members will most likely not have much respect or pride in the organization.

Stewards have to be conscious of the fact that many workers look to them for leadership. It is important that the steward be capable of performing the work which is required of a Laborer in the construction industry. No one respects a person who is not a proficient worker. The steward must remember the example that they set is important. A steward who is a poor worker will not gain the respect of the members they are supposed to be representing, nor will they be respected by the contractor.

A steward who attempts to use their position for their own personal benefit or gain is not helping the Local Union and its members. The steward must remember that they are LIUNA's representative for all members on the job. Just because the steward may not get along with certain members or does not have much in common with them, is no reason that their complaints or grievances should go unheeded. Stewards need to treat all Laborers equally, despite personal opinions. The steward not only has a moral responsibility, but a legal responsibility to represent all members fairly.

The steward should be a person that members can talk with about their concerns. When a member arrives on the job, take the necessary time to introduce yourself. Let the member know that a LIUNA steward is on the job. Make sure that the member has been dispatched by the Local Union to your job. Stewards sometimes have to handle the paperwork and sign up new members.

Know Your Contract

To be an effective steward, you need to spend the time to become familiar with the Collective Bargaining Agreement (CBA) or union contract, applicable to your job. You will be called upon on many occasions to answer questions about dues, initiations, registration procedures, contract provisions, benefit plans, and many more matters of importance and concern to individual members. These questions may not affect you directly, however, to the affected member, they are extremely important. You must spend the time necessary to educate yourself before giving advice or answers to questions. It is much better to give no advice than the wrong advice. There is nothing shameful about not knowing all of the answers to all of the questions you will be asked. Tell the member that you will attempt to get an answer after checking with the Local Union.

Keep Good Records

As a steward, you are required to keep a log on the job. This record should include the names of all members working on the project. A record should be kept of all special problems that you are encountering with the contractor or with other unions. Jurisdictional disputes between other craft unions should be documented specifically and in detail. Document any work assignments that have been given to the union by the employer. Safety conditions on the job should be recorded. Should hazardous safety conditions exist, record your attempts to correct them as well as the contractor's response to those attempts. If a member has a specific problem, make a note of the problem and the advice you gave the member.

Work with the Superintendent

It is imperative that LIUNA stewards and the superintendent get along and work together. The steward and superintendent should try to understand each other's job and work together and not against one another. It is important that the steward follow the proper protocol in dealing with the contractor's personnel. It is also good practice for the LIUNA steward to develop good relationships with the contractor's office personnel, including the office manager and payroll clerks. These employees will be able to assist in fixing many problems our members may have. A good working relationship with the purchasing agent will also benefit the steward.

Know Other Stewards

Make it a point to introduce yourself to the other stewards on the project, and make a sincere attempt to establish a good working relationship with the other crafts. Be careful to not get too close with other crafts. Remember, the work of the Laborers always comes first.

Care for Injured Workers

The steward should also be available to care for the tools and effects of any injured member and to notify the Local Union of any injuries suffered by our members while on the job. All LIUNA stewards should become educated in basic first aid training so that they will be qualified to administer basic first aid care in the absence of an authorized person.

Know LIUNA Members

As a steward, it is important that you maintain frequent personal contact with each member on the job site. You are the steward for the entire project, including any subcontractors. Make it a habit to talk with every worker one-on-one or in small groups about the job, the job site, and our union. Keep up the contact between you and the individual members. Don't let anyone slip through the cracks. Many workers will not seek you out even if they have something important to say. You will have to talk with them to find out what's on their mind. Frequent contact is the only way to keep on top of problems, rumors, suggestions, and complaints. It is also a way to show members and the contractor that the union is well organized and united.

Communicate with Members to Keep Good Records

The steward can also help the Local Union in providing another important and helpful service to the member. The steward should constantly stress the need for each member to keep their payroll check stubs and to keep track of their own hours that they work each day of their employment. This information is not only helpful should a grievance arise, where the member and the steward must verify payroll information, it is also extremely important to the member and their family. Hours worked are used by the Local Union in establishing a member's placement on the out-of-work list, for an example. Hours worked are also used as a basis for establishing eligibility for a member's benefits, such as retirement benefits, health and welfare coverage for the member and their dependents, and

other important benefit plans negotiated for members by the Local Union. It is important that members keep track of all time periods worked.

BE A GOOD UNION MEMBER

Stewards lead by example. All members and stewards should follow the LIUNA Code of Performance, which outlines the work responsibilities of LIUNA members. It includes:

- Developing skills through training programs
- Being ready, willing, and able to work on time
- Following the Local Union's referral rules
- Avoiding absenteeism and tardiness
- Following direction from supervisors
- Giving a fair day's work
- Treating tools and property of others with respect.
- Using established procedures to avoid disputes
- Working safely

It is important for the steward to defend our jurisdiction from other unions and notify the Local of what is going on at each job site.

It is important that stewards communicate and educate other members of our union and other union construction workers on the vital role their unions play in their lives. Badmouthing the Union, the Local, or the Business Manager should be countered with the facts. Without our union, we would not earn the wages that we do and we would not receive the benefits that we do.

Each LIUNA steward should be active members in their union and should attend their Local Union meetings and participate in the functions their union sponsors. There are union duties expected of every member. Walking picket lines, attending rallies, and being a visible union member helps us win fights and makes our union stronger. Voting, volunteering in political campaigns, and assisting with organizing drives are also vitally important. Stewards have to be willing to do the same work that they ask members to do.

At the 2006 LIUNA Convention, delegates passed a resolution encouraging each member to donate three days a year to their union. Local union activities, politics, and organizing are all ways members and stewards can contribute back to LIUNA.

TEN BASIC RULES FOR STEWARDS

1. Love the union and show it. You are the day-to-day representative of LIUNA. Your actions on and off the job reflect both you and the union. Take every opportunity to express and explain your commitment to LIUNA and its members.

2. Know yourself. Be honest about your strengths and weaknesses. Ask yourself, "What more do I need to learn? What is the best way to deal with conflict? What is the best way to communicate with people? What do I need to be more effective as a steward?"

3. Be a credible employee. Follow the contract and abide by the rules on the job site. Your actions will help set the example of how contractors and workers should act.

4. Talk straight with members. You will be the bearer of both good news and bad. If you are honest with members about what is going on, there is a greater chance they will be straight with you.

5. Size up your opposition and act accordingly. There's no single all-purpose way to deal effectively with employers. A good strategy involves a thorough assessment of the employer's strengths and weaknesses. Sometimes you should come on like gangbusters. Sometimes you should sit in the back row and watch the employer self-destruct. When facing opposition from union members—as you surely will from time to time—deal with them respectfully.

6. Deal with small problems before they become big ones. Strive to settle problems before they become grievances. Bring issues of concern to the members' attention when they first come up, so members may be alert to the possibility of contract violations at the earliest possible instance.

7. Prepare against surprises. Surprises are great for birthdays, but they can be a real drag at meetings with the contractor and union meetings. Prepare ahead of time for what will be said and done.

8. Set limits. You will be expected to work long and hard and will want to do so, but you have the right to set limits. Doing so will make you a more effective steward in the long run.

9. Involve others in the work of the union. You are not a one-person show. The best stewards involve other members in all kinds of union work, including walking picket lines, registering voters, attending union and community actions, and organizing unorganized workers.

10. Recognize that your job site is just a part of the whole. You need to look beyond the problems of your job site and become part of organizing on a larger scale for the improvement of workers' lives. This means you need to be active in your community, the political process and other progressive causes and coalitions that organize and promote those improvements.

TIPS

Being a LIUNA steward is a big responsibility with a lot of pressures. The demands of the position can take a toll on even the most tough and rugged Laborer. Don't let the job of being a steward negatively affect your physical or mental health. Here are a few tips to help you keep it all under control:

Time Management: There will always be too much to do, and never enough time to get it all done. As important as your job is as a LIUNA steward, don't let the job consume your life. Set a schedule for yourself and try to stick to it. Set priorities, write them down, and combine tasks whenever possible.

Telephone Time: Not all jobs will allow Laborers to have cell phones. Off the job, the telephone can be the biggest time-grabber of all. To prevent needless time spent on the phone, try the following tips. Plan each call before you dial. Before you make the call, jot down the results you want. When you hang up, update your notes about the call. Set a time limit for each call at the beginning. Don't waste time playing phone tag.

Record Keeping: Keep a pocket-sized notebook or calendar with you. Use your smart phone to assist you. Documentation is such an important component of being a steward, it is worth practicing. Develop a filing system that will allow you to find important documents when you need them.

Dealing with Stress: Your job as a steward may leave you frustrated and overwhelmed at times. Emergencies and unplanned events can add to the pressure. Catch your breath and try these coping mechanisms. Talk to others. Ask for help when you need it. Think before you speak. Tackle challenges with a sense of humor.

Don't expect a lot of Recognition: You might never hear the words thank you. Expect to be taken for granted. You will likely hear more complaints than compliments. Don't take it personally. Remember, the job you are doing is important. Stay the course and know that you are making a difference for your union and in the lives of LIUNA members.

Take Care of Yourself: You cannot be an effective steward if you are not at your best. Make sure you get the sleep you need, exercise when you can, and monitor your drinking. You will feel better for it.

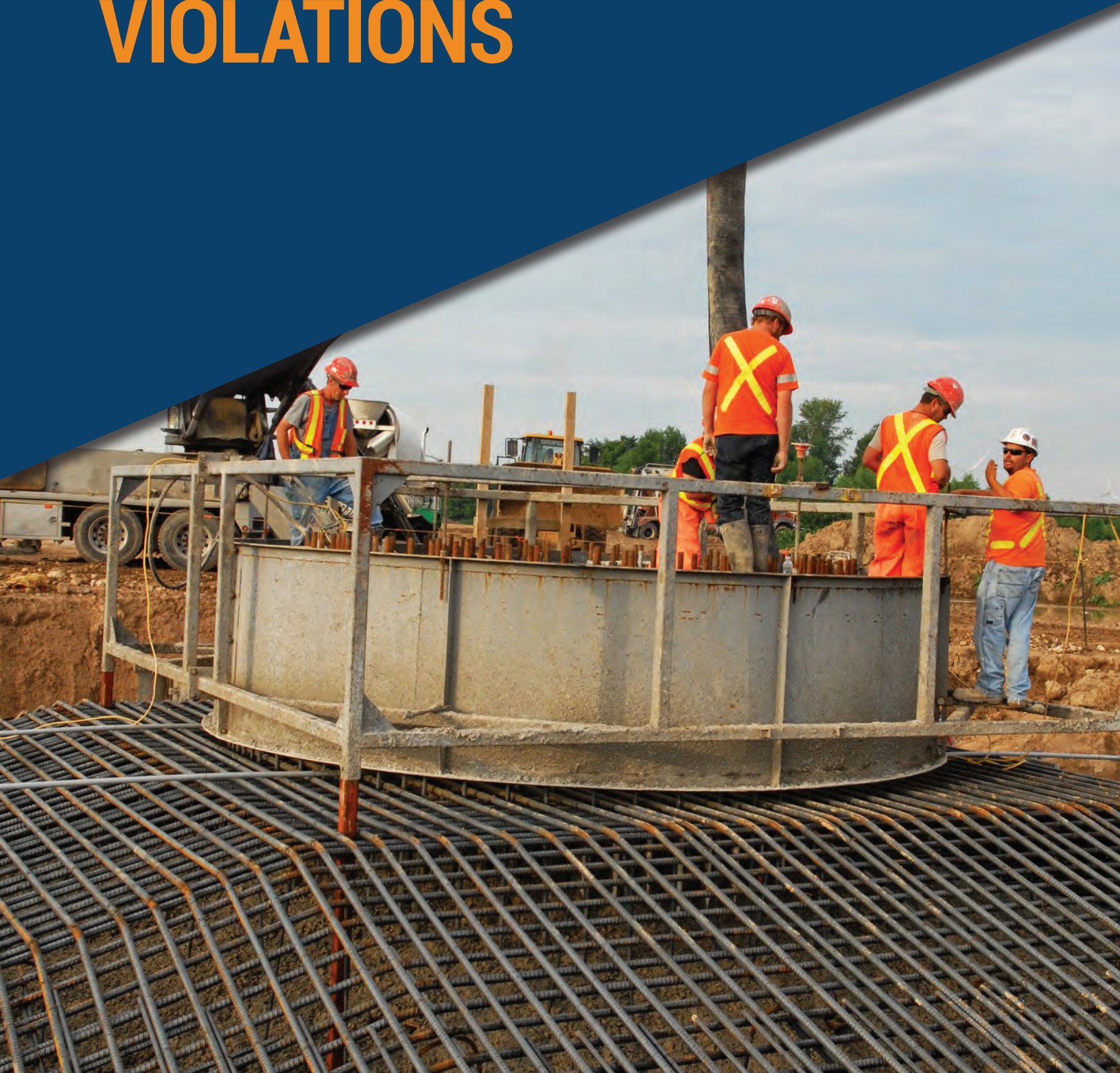
CONCLUSION

Your role as a LIUNA steward is vitally important to the success of your Local Union and to the movement as a whole. Your Local Union's officers and staff can't be everywhere at once and they can't do everything by themselves. That is why they need good leaders like you to help carry the ball. Your work as a steward will make LIUNA stronger and make things better for all the members your Local Union represents.

This manual includes a lot of information. It may seem overwhelming at first, but over time, it will come more naturally to you. This manual and training is one of many tools and resources at your disposal. Take advantage of this and all training and publications that you have available to help you learn more about your union and how to improve your skills. Seek assistance from your Local Union and from other members and stewards as you need it. That is what a union is all about.

GRIEVANCES AND CONTRACT VIOLATIONS

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GRIEVANCES

What is a grievance? Simply stated, a grievance is a violation of a worker's rights under the Collective Bargaining Agreement.

When a member comes to you with a complaint, it is a signal for you to start a series of checks to learn if the complaint fits any one of the following criteria:

1. Is it a violation of the contract?

Most job rules are covered in the contract. So, you should know what is in the contract and know if the complaint constitutes a legitimate grievance.

2. Is it a violation of federal, state, or local law?

A union contract is binding on both signatory parties, unless the contractual clause agreed upon violates a law. Any action by the employer which violates the law needs to be addressed.

3. Is it a violation of past practice, written or unwritten?

It is important to note that a grievance also can be based on a violation of past practice, even if it is in an area not covered by the contract language, or if the language of the contract is not clear.

4. Is it a neglect of the contractor's responsibility?

There are areas which may not be covered specifically by the contract but in which the employer has a responsibility, such as working conditions and health and safety issues.

5. Is it a violation of company rules?

Companies often establish rules outside the contract, sometimes after consultation with the union, sometimes strictly on their own. Some contractors have policy books that require potential employees to sign. However, once a company has established a rule and enforces it, that company also has to abide by that same rule or be subject to a potential grievance.

If the complaint fits into any of these categories, then it may be a valid grievance, and it is up to you to handle it.

If it does not fit any of the above criteria, it is up to you to determine whether it possibly is still a legitimate complaint for which there may be a fix or correction,

or whether, in fact, it is not a valid complaint.

If it is not a grievance or violation of the contract, let the member know why. Even if a worker's problem does not fit into any of those categories, you should still try to help find a solution.

PRE-JOB CONFERENCE

The majority of grievances in the construction industry involve pay or wrongful termination.

Many projects will benefit from a pre-job conference between the contractor and the Union to spell out specific issues, like start-time, meals, breaks, and overtime pay.

A pre-job conference report addresses these issues specifically. LIUNA Stewards should inquire and discuss any specific arrangements agreed upon at the pre-job conference. When questions arise outside of the Collective Bargaining Agreement, or the pre-job conference report, the steward should check with their Local Union.

A sample pre-job conference report is below, and can also be found electronically on the LIUNA website at: www.liuna.org/documents-and-resources

Laborers International Union of North America			LIUNA!		
PRE-JOB CONFERENCE REPORT FOR:					
NAME OF AGREEMENT: _____					
DATE: _____		TIME: _____			
CONTRACTOR: _____					
ADDRESS: _____					
PHONE: _____		FAX: _____			
OWNER: _____					
LIUNA INTERNATIONAL REPRESENTATIVE: _____					
LOCAL UNION REP: _____		STEWARDS: _____			
CONTRACTOR REPRESENTATIVE: _____					
SUPERINTENDENT: _____					
JOB LOCATION: _____		PHONE: _____			
STARTING DATE: _____		COMPLETION DATE: _____			
HOURS OF WORK: _____		DAYS PER WEEK: _____			
NUMBER OF LABORERS: _____		FRINGE RATE: _____			
LOCAL UNION: _____					
SUBCONTRACTOR: _____					
ADDRESS: _____		PHONE: _____			
TYPE OF WORK SUBBED: _____					
COMMENTS: _____					
KEY EMPLOYEES					
NAME		SSN		JOB CLASSIFICATION	
_____		_____		_____	
_____		_____		_____	
_____		_____		_____	

GRIEVANCE HANDLING PROCEDURE

Under the provisions of most Collective Bargaining Agreements, any grievances, disputes, or differences of opinion which arise between the contractors' supervisory personnel and Union representatives in the field shall be settled on the job whenever possible. Such settlements cannot affect any wages, terms, or conditions of the agreement.

If the grievance cannot be settled on the job, the LIUNA steward needs to contact their Local Union to notify their District Council or the International Union about handling the issue.

Any problem or dispute on the job should be addressed by the steward in the following manner:

Step 1: Interview the Grievant. Listen well and let the member tell their side of the story. Tell the grievant to write down the potential grievance, any witnesses who might corroborate their story, and the solution they want to the potential grievance. Interview other members who can corroborate the grievance.

Step 2: Gather Facts. Start by asking the same basic questions to each person you talk to: the 5 Ws:

- **WHO** was involved? Names of people involved in the event, including witnesses.
- **WHAT** happened? Description of the event.
- **WHERE** did it happen? Location of the event.
- **WHEN** did it happen? Date and time the event occurred.
- **WHY** is this a grievance? Contract sections being violated.

You should keep thorough documentation of all of your fact gathering and of information important to the grievance.

Step 3: Analyze the Facts. Review what you have learned and determine if the problem presented is a violation of the Collective Bargaining Agreement or warrants a resolution.

Step 4: Present the Case. Decide on a course of action. Can the problem be resolved on the job with an informal meeting with the contractor? Lay out the problem clearly and offer a solution. Listen carefully to the contractor's response for possible

areas of agreement. Communicate and educate to other members about the problem. If there is not an agreeable settlement on the job, contact your Local Union about helping solve the issue.

WEINGARTEN RIGHTS

According to the U.S. Supreme Court, a worker is entitled to have a union representative present when a supervisor asks for information which could be used as a basis for discipline. This right is referred to as the worker's Weingarten Rights.

The worker must ask for union representation before or during the interview. The employer has no obligation to inform workers of this right (unless the Collective Bargaining Agreement requires otherwise). Stewards should regularly inform all workers: "If you are ever called in by the contractor and asked questions you think might lead to discipline, you have a legal right to request your union steward or other union representation to be present."

Explain to the foreman and to the company, that should discipline be rendered, the steward should be contacted at the time of discipline to represent the member. Once a worker asks for a union representative to be present, any attempt by the employer to continue to ask questions is illegal until the steward arrives.

The following is model language for members to say anytime they are questioned by the employer: *"If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I respectfully request that my union representative, officer, or steward be present at this meeting. Until my representative arrives, I choose not to participate in this discussion."*

CAUSE FOR TERMINATION OR DISCIPLINE

Many construction agreements limit contractors' right to reject, terminate, or discipline workers for cause. Such limitations may be found in a hiring provision, management rights section, non-discrimination language, or based on established past practice.

If your agreement contains such limitations, the employer cannot reject, fire, or discipline workers on a whim. With a union contract, the employer has a burden of proof to show sufficient cause for discipline or discharge. The seven test or key questions to determine sufficient cause include:

1. **Notice.** Did the employer give the member forewarning of the possible or probable consequences of their conduct?
2. **Reasonable Rule or Order.** Are the employer's rules reasonably related to business efficiency and performance the employer might reasonably expect from the employee?
3. **Investigation.** Was an effort made before discipline or discharge to determine whether the employee was guilty as charged?
4. **Fair Investigation.** Was the investigation conducted fairly and objectively?
5. **Proof.** Did the employer obtain substantial evidence of the employee's guilt?
6. **Equal Treatment.** Were the rules applied fairly and without discrimination?
7. **Penalty.** Was the degree of discipline reasonably related to the seriousness of the employee's offense and the employee's past record? Does the punishment fit the crime?

A "no" answer to any of these test questions may mean that cause was not sufficient. The more of the questions that answer "no" make an even stronger case that cause was not sufficient. You should contact your Local Union anytime a contractor disciplines or terminates a worker covered by the CBA.

DUTY OF FAIR REPRESENTATION

The union and its representatives, including stewards, have a legal obligation to represent all workers in the union fairly, regardless of their membership status, race, religion, nationality, age, or gender. A worker who believes that the union has not met its **"Duty of Fair Representation"** (DFR) may file **"Unfair Labor Practice"** (ULP) charges with the **National Labor Relations Board** (NLRB).

Therefore, stewards must be sure to do their best to handle each problem fairly even if the worker is not a union member, has unpopular beliefs, or has personality conflicts with the steward or other union leaders. This doesn't mean the union can be found guilty of Unfair Labor Practices simply for making mistakes or losing a case.

So that the union will not be held liable and assessed monetary damages for breaching its Duty of Fair Representation, the union representative must file, in a timely manner, a written grievance, investigate the grievance, and document the investigation. When this has not been done, or if it was done poorly, monetary damages can be assessed against the union.

The types of conduct most commonly challenged are failure to pursue a grievance, failure to investigate a grievance, and inadequate presentation of the grievance at arbitration. Accordingly, handling a grievance should include at least the following:

1. Review the Collective Bargaining Agreement from beginning to end, checking for relevant, applicable provisions.
2. Review grievance procedures, checking that each step and time deadlines are followed.
3. Interview the grievant for the facts surrounding the grievance, names of witnesses or persons having knowledge of the dispute and relevant dates, times, and places. Have the grievant prepare a written statement of the grievance including names, dates, times, and places. Prepare notes of your interview.
4. Interview witnesses or persons having knowledge of the grievance. Prepare notes of your interview.
5. Meet with the employer to determine or obtain the reasons and facts upon which the employer proceeded against the grievant. Inquire of and obtain from the employer copies of any documents or evidence he has pertaining to the grievance. If the employer has any witnesses, attempt to obtain their names, addresses, and interview them. Prepare notes of your contact with the employer and witnesses.

6. File a grievance statement with the employer in a timely manner. It should be based on your fact-finding and interviews. Before filing the grievance, review it with the grievant for corrections, additions, or changes. Your Local Union may have a grievance reporting form for you to fill out.

7. Discuss the grievance with others in your organization, checking for weak spots or previously overlooked details.

8. Research similar grievances and decisions.

9. Keep notes or a record of your investigation of the grievance, including meetings, names, dates, times, and places.

10. If the grievance is unjustified or lacks merit, advise the grievant, in writing, why the grievance will not be pursued.

GETTING ALONG WITH THE CONTRACTOR

At times, problems will occur on the job site. There will be disagreements between you and the employer. Not everything will be resolved to your own satisfaction. There will be hard feelings against the contractor and potentially their superintendents and staff. Don't let a single incident contaminate your job site, your position as steward, or your relationship with a contractor forever.

We work for union contractors. Like them or hate them, these contractors have agreed to hire and employ LIUNA members to work on their job sites. We must have professional and working relationships with our union signatory contractors. We need for our contractors to be successful and profitable to keep employing union labor.

Everything we do on the job site reflects on the owner of the project who ultimately decides which contractors they will hire, union or non-union. Wanting the contractor to be successful doesn't give them a free ride to violate the terms of the contract or take advantage of our members. We must enforce the contract, enforce subcontractor clauses, and protect our jurisdiction.

Many job site issues can be handled and resolved long before they become a major problem or a grievance. Pre-job conferences also assist in preventing job site issues. Regular communication with the contractor, their superintendents, foremen, other stewards, and other crafts can create a dialogue to address concerns, answer questions, and solve problems.

DRUG TESTING

The contractor can expect their job site to be drug free. Illicit drug use can create an unsafe working environment and decrease productivity.

Any substance abuse policy is a mandatory bargaining subject as it regulates a working condition on the job site. The union must agree to any policy or drug testing standard before implementation.

JURISDICTION, DISPUTES AND RESOLUTION

4



JURISDICTIONAL DISPUTES

There is a difference between grievances and jurisdictional disputes. A grievance is a violation of the Collective Bargaining Agreement by the employer. A **jurisdictional dispute** is a disagreement with another craft on whose members should perform certain work. Jurisdiction is the specific and certain type of work that LIUNA members perform on the construction job site.

Policing, protecting, and preserving LIUNA's jurisdiction is an important job of all LIUNA members, especially stewards. Stewards must educate all LIUNA members on the job of what work belongs to the Laborers. Defending our work against raids from other crafts should be a mission shared with every member on the job. Any jurisdictional disputes on the job site should be reported to your Local Union.

When there are questions about jurisdiction and which craft the work is assigned to, LIUNA members and stewards should claim the work until the dispute is resolved. It will be easier to give back the work to another craft than to get it back from another craft.

Any jurisdictional dispute should be addressed immediately. In some cases, the contractor has already assigned the work to another craft. The LIUNA steward

should first attempt to resolve any disputes with the contractor or with the other craft or crafts on the job site. If there is no agreement to resolve the dispute, the steward should contact their Local Union.

When working under Local agreements, the LIUNA steward should follow the process outlined to report jurisdictional disputes. Some processes might include a jurisdictional disputes reporting form. The form should include details of the dispute, contractor and project information, and the agreement under which the contractor is working.

A sample jurisdictional disputes reporting form is below, and can also be found electronically on the LIUNA website at:

www.liuna.org/documents-and-resources

COVERAGE OF WORK

Most of the construction jurisdiction of the Laborers is clearly spelled out:

Tending Masons, Plasterers, Carpenters, and Other Building and Construction Crafts

Tending shall consist of preparation of materials and the handling and conveying of materials to be used by mechanics of other crafts, whether such preparation is by hand or any other process. After the material has been prepared, tending shall include the supplying and conveying of said material and other materials, to such mechanic, whether by bucket, hod, wheelbarrow, buggy, or other motorized unit used for such purpose, including fork lifts.

Unloading, handling and distributing of all materials including fixtures, furnishings, appliances and general construction materials from point of delivery to stockpiles and from stockpiles to approximate point of installation.

Drying of plaster, concrete, mortar or other aggregate, when done by salamander heat or any other drying process.

Cleaning and clearing of all debris, including wire brushing of windows, scraping of floors, removal of surplus material from all fixtures within confines of structure and cleaning of all debris in building and construction areas. The general cleanup, including

[illegible]

sweeping, cleaning, wash down and wiping of construction facility, equipment and furnishings and removal and loading or burning of all debris including crates, boxes, packaging waste material. Washing or cleaning of walls, partitions ceilings, windows, bathrooms, kitchens, laboratory and all fixtures and facilities therein. Clean up, mopping, washing, waxing and polishing or dusting of all floors or areas.

The aging and curing of concrete, mortar and other materials applied to walls, floors, ceilings and foundations of buildings and structures, highways, airports, overpasses and under passes, tunnels, bridges, approaches, viaducts, ramps or other similar surfaces by any mode or method.

Scaffolds

The erection, planking and removal of all scaffolds for lathers, plasterers, bricklayers and other construction trades crafts as well as the building, planking or installation and removal of all staging, swinging and hanging scaffolds, including maintenance thereof up to three (3) "bucks." Where self-supported scaffolds or specially designed scaffolds are built by Carpenters, Laborers shall tend said Carpenters on erection thereof; the dismantling of scaffolds, as well as preparation for foundation or mud-stills for said scaffolds and maintenance of same shall be done by the Laborers.

With reference to the Masonry Contractors, the Laborers will do the entire erection and dismantling of ALL scaffolds. The aforesaid jurisdiction is provided by charter grant and the International Agreement between the Mason Contractors' Association of North America, Inc. and the Laborers' International Union of North America, executed as of January 6, 1955, and amended November 1, 1979, copy of which is incorporated by reference and made a part hereof.

Excavations and Foundations, Site Preparation and Clearance, Transportation and Transmission Lines

Excavation for building and all other construction; digging of trenches, piers, foundations and holes, digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, darns, dikes and irrigation trenches, canals and all handling, filling and placing of sand bags, connected therewith. All drilling, blasting, and scaling of the site

or along the right of way, as well as access roads, reservoirs, including areas adjacent or pertinent to construction site; installation of temporary lines.

Preparation and compacting of roadbeds for railroad track laying, highway construction and the preparation of trenches, footings, etc. for cross-country transmission by pipelines or electric transmission or underground lines or cables.

Site preparation and the right of way for clearance, for construction of any structures or the installation of traffic and transportation facilities such as highways, pipelines, electrical transmission lines, dam sites and reservoir areas, access roads, etc. Clearing and slashing of brush or trees by hand or with mechanical-cutting methods. Blasting for all purposes, such as stumps, rocks, general demolition. Falling bucking, yarding, loading or burning of all trees or timber on construction areas. Coker setters, off bearers, lumber handling and all laborers connected with on-site portable sawmill operations, connected with clearing. Erection, dismantling and/or reinstallation of all fences. Clean up of right of way, including tying on, signaling, stacking and brush, trees or other debris, and burning where required.

All soil test operations or semi and unskilled labor, such as filling of sandbags, handling timber and loading and unloading of same.

Concrete, Bituminous, Concrete and Aggregates

(a) Concrete, bituminous concrete, or aggregates for walls, footings, foundations, floors or for any other construction. Mixing, handling, conveying, pouring, vibrating, gunniting and otherwise placing concrete or aggregates, whether done by hand or any other process. Wrecking, stripping, dismantling, and handling concrete forms and false work. Building of centers for fireproofing purposes. Operation of motorized wheelbarrows or buggies or machines of similar character, whether run by gas diesel or electric power. When concrete or aggregates are conveyed by crane or derrick or similar methods, the hooking on, signaling, (whether in the open or in the blind) dumping and unhooking the bucket. Placing of concrete or aggregates whether poured, pumped, gunnited, or placed by any other process. The assembly, uncoupling of all connections and parts of or to equipment



used in mixing or conveying concrete, aggregates or mortar, and the cleaning of such equipment, parts and/or connections. All vibrating, grinding, spreading, flowing, puddling, leveling and strike-off of concrete or aggregates by bloating, rodding or screeding, by hand or mechanical means prior to finishing. Where pre-stressed or pre-cast concrete slabs, walls and sections are used, all loading, unloading, stockpiling, hooking on, signaling, unhooking, setting and barring into place of such slabs, walls or section. All mixing, handling conveying, placing and spreading of grout for any purpose. Green cutting of concrete or aggregate in any form by hand, mechanical means, grindstones or air or water.

(b) The filling and patching of voids, crevices, etc. to correct defects in concrete caused by leakage, bulging, sagging, etc.

(c) The loading, unloading, carrying, distributing and handling of all roads, mesh and material for use in reinforcing concrete construction. The hoisting of rods, mesh and other materials except when a derrick or outrigger operated by other than hand power is used

(d) All work on interior concrete columns, foundations for engine and machinery beds.

(e) The stripping of forms, other than panel forms which are to be re-used in their original form and the stripping of forms on all flat arch work.

(f) The moving, cleaning, oiling and carrying of all forms to the next point of erection.

(g) The snapping of wall ties and removal of tie rods. Handling, placing and operation of the nozzle, hoses and pot or hoppers on sandblasting or other abrasive cleaning. The jacking of slip forms, and all semi and unskilled work connected therewith.

Streets, Ways and Bridges

Work in the excavation, preparation, concreting, asphalt, bituminous concrete and mastic paving, paving, ramming, curbing, flagging and surfacing of streets, ways, courts, underpasses, overpasses, bridges, approaches, and slope walls and the grading and landscaping thereof, and all other labor connected therewith. Cleaning, grading, fence or guard rail, installation and/or removal for streets, highways,

roadways, aprons, runways, sidewalks, parking areas, airports, approaches and other similar installations. Preparation, construction and maintenance of roadbeds and the sub-grade for all paving, including excavation, dumping and spreading of sub-grade material, ramming or otherwise compacting, setting, leveling and securing or bracing of metal or other road forms and expansion joints, including placing of reinforcing, mats or wire mesh, for the above work. Loading, unloading, placing, handling and spreading of concrete aggregate or paving material, including leveling of the surface. Strike-off of concrete, when used as paving material by hand and floating or mechanical screeding for strike-off. Cutting of concrete for expansion joints and other purposes. Setting of curb forms and the mixing, pouring, cutting, flowing and strike-off of concrete used therefore. The setting, leveling and grouting of all pre-cast concrete or stone curb sections. Installation of all joints, removal of forms and cleaning, stacking, loading, oiling and handling.

Grading and landscaping in connection with paving work. All work in connection with loading, unloading, handling, signaling, slinging and setting of all paving blocks, rip-rap or retaining walls such as stone, wood, metal, concrete or other material, and the preparation of surfaces to receive same.

Trenches, Manholes, Handling and Distribution of Pipe, etc.

Cutting of streets and ways for laying of pipes, cables or conduits for all purposes; digging of trenches, manholes, etc.; handling and conveying all materials; concreting, back-filling, grading and resurfacing and all other labor connected therewith. Clearing and site preparation as described herein. Cutting or jackhammering of streets, roads, sidewalks or aprons by hand or the use of air or other tools. Digging of trenches, ditches and manholes and the leveling, grading and other preparations prior to laying pipe or conduit for any purpose. Loading, unloading, sorting, stockpiling, wrapping, coating, treating, handling and distribution of water mains, gas mains and all pipe, including placing, setting and removal of skids. Cribbing, driving of sheet pilings, lagging and shoring of all ditches, trenches and manholes. Handling, mixing or pouring of concrete and the handling and placing of other materials for saddles, beds or foundations for the protection of pipes, wires, conduits, etc. Back

filling and compacting of all ditches, resurfacing of roads, streets, etc. and/or restoration of lawns and landscaping.

Shafts, Tunnels Subways and Sewers

Construction of sewers, shafts, tunnels, subways, caissons, cofferdams, dikes, dam levees, aqueducts, culverts, flood control projects and airports. All underground work involved in mines, underground chambers for storage or other purpose, tunnels or shafts for any purpose, whether in free or compressed air. Drilling and blasting, mucking and removal of material used for timbering or re-timbering, lagging, bracing, propping, or shoring the tunnel or shaft. Assembly and installation of multiplate, liner plate, rings, mesh, mats or forms for any tunnel or shaft, including the setting of rods for same. Pouring, pumpcreting or gunniting of concrete in any tunnel or shaft operation, manual or hydraulic jacking of shields and the use of such other mechanical equipment as may be necessary. Excavating or digging and grading of footings and foundations for bridges, overpasses, underpasses, aqueducts, etc. and their approaches. All concrete work as described above and in addition, the hooking on, signaling and dumping of concrete for tremie work, over water on caissons, pilings, abutments, etc. Excavating, grading, grade preparation and landscaping of approaches, installation of pipe, gratings and grill work for drains and other purposes. Installation of well points or any other dewatering system.

Compressed Air

In compressed air all work underground or in compression chambers, including tending of the outer air lock. All work in compressed air construction, including, but not limited to, groutmen, trackmen, blasters, shield drivers, miners, brakeman, miner's helpers, locktenders, mucking machine operators, motor men, gauge tenders, rodmen, compressed air electricians, setting of liner plate and ring sets, drill runners, powdermen or blasters, air hoist operators; form men, concrete blower operators, cement insert operators, keyboard operators, power knife operators, erector operators, pebble placer operators, car pushers, group machine operators, steel setters, cage tenders, skimmers track layers, dumpmen, diamond drillers, timbermen and re-timbermen, cherry pickmen, nippers, chucktenders, cable tenders, vibratormen, jetgunmen, gunnite nozzle men, gunmen, reboundmen and all other work connected therewith.

Sewers, Drains, Culverts and Multi plate

Unloading, sorting, stockpiling, wrapping, coating, treating, handling, distribution and lowering or raising of all pipe or multiplate. All digging, driving of sheet piling, lagging, bracing, shoring, and cribbing, breaking of concrete, backfilling, tamping, re-surfacing and paving of all ditches in preparation for the laying of all pipe. Pipe laying, leveling and making of the joint of any pipe used for main or side sewers and storm sewers, and all pipe for drainage. Unloading, handling, distribution, assembly in place, bolting and lining up of sectional metal or other pipe, including corrugated pipe. Laying of lateral sewer pipe from main sewer to side sewer to building or structure except that employer may direct that this work be done under proper supervision. Laying, leveling and making of the joint of all multicell conduit or multipurpose pipe. Cutting the holes in walls, footings, piers or other obstructions for the passage of pipe or conduit for any purpose and the pouring of concrete to secure said holes. Digging under street, roadways, aprons or other paved surfaces for the passage of pipe, by hand, earth auger or any other method and manual and hydraulic jacking of pipe under said surfaces. Installation of septic tanks, cesspools and drain fields.

Underpinning, Lagging, Bracing, Propping and Shoring

Underpinning, lagging, bracing, propping and shoring, raising and moving of all structures, raising of structure by manual or hydraulic jacks or other methods. All work on house moving, shoring and underpinning of structures. Loading, signaling, right-of-way, clearance along the route of movement. Resetting of structure in new location to include all site clearing, excavation for foundation and concrete work. Cleanup and backfilling, landscaping old and new site.

Drilling and Blasting

All work of drilling, jackhammering and blasting. Operation of all rock and concrete drills, including carrying, handling, laying out of hoses. Steel handling, installation of all temporary lines and handling and laying of all blasting mats. All work in connection with blasting, handling and storage of explosives, carrying to point of blasting, loading holes, setting fuses, making primers and exploding charges. All securing of surfaces with wire mesh and any other material and setting of necessary bolts and rods to anchor same. All high

scaling and other rock breaking and removal after blast. Handling and laying of nets and other safety devices and signaling, flagging and road guarding.

Signal Men

Signalmen on all construction work defined herein including traffic control signalmen at construction sites.

General Excavation and Grading

The clearing, excavating, filling, backfilling, grading and landscaping of all sites for all purposes and all labor connected therewith, including chainmen, radiomen, grade markers, etc.

Factories

All work in factories, mills and industrial plants performed now or as may be acquired hereafter, including packers, cutters, loaders, raw materials loading and unloading, checkers, stuffers, production line personnel and stenciling of materials. Handling of raw pigment, vessel cleaners and/or dryers; washing or cleaning laboratory glassware, stocking of materials in laboratory; the cleaning and/or scrubbing, washing, polishing of all floors, glasses, windows, walls, restrooms and furniture.

General

Material yards, junk yards, asphalt plants, concrete products plants, cemeteries, landscape nurseries and the cleaning or reconditioning of street, ways, sewers and water lines and all maintenance work and work of an unskilled and semi-skilled work including laborers in shipyards, tank cleaners, ship scalers, shipwright helpers, watchmen, flagmen, guards, security and safety men, poolroom men, park, sports arenas and all recreational center employees, utilities employees, horticultural and agricultural workers, garbage and debris handlers and cleaners.

Pits, Yards, Quarries, Etc.

All drillers, blasters, and/or powderman, nippers, signalmen, and laborers in quarries, crushed stone yards, gravel pits, sand pits and other similar plants, including temporary and portable Hatching Plants.

Wrecking

This will include all demolition and alterations on industrial plants, commercial work and non-commercial work. The wrecking or dismantling of buildings, and all

structures. Breaking away wood materials, beams of all kinds, with use of cutting or other wrecking tools, as necessary. Burning or otherwise cutting all steel structural beams. Breaking away, cleaning and removal of all masonry and wood or metal fixtures for salvage or scrap. All hooking and signaling when materials for salvage or scrap are removed by crane or derrick. All loading and unloading of materials carried away from the site of wrecking. All work in salvage or junkyards in connection with cutting, cleaning, storing, stockpiling or handling of materials. All cleanup, removal of debris, burning, back-filling and landscaping of the site of wrecked structure.

Railroad Track Work

Right-of-way clearance as described above, excavation, grading, sub-grading, ballasting, and compacting of right-of-way. Loading, unloading, stockpiling, handling and distribution of track and ties and placing of or jacking track and ties at point of installation. All burning or otherwise cutting of track, setting of tie plates, bolting, leveling and gauging of rails and all spiking, whether by hand or mechanical means. Placing and tamping of ballast by hand or mechanical means. Construction and/or relocation of mainlines, shoe flies, gradings, sidings, crossings, relocating of pipes and drainage and culverts connected with same and removal and replacing of all fences.

Studio Utility Employees

All such work as herein described as may be pertinent to and part of the operation of Motion Picture and other related types of studios.

Use of Tools

Operation of all hand, pneumatic, electric, motor, combustion or air driven tools, concrete saws or equipment necessary for the performance of work described herein, including portable pumps, walk-behind rollers or wackers (with or without levers), walk-behind vibrators (with or without levers), all walk-behind concrete saws regardless of type (self-propelled or manual), gunnite nozzle and machine man, wagon drill operators, air track or similar, walk-behind power roller (one or two barrel), combination tamper and vibrator, walk-behind rollers and tamper and power wheelbarrows and buggies.

Miscellaneous

The Laborers shall tend the Carpenters as well as do all such work and jurisdiction as may have been acquired by reason of amalgamation or merger with former National or International Unions and as may be hereafter acquired, including all such work and jurisdiction as declared by actions of the Executive Council of Conventions of the American Federation of Labor.

COMMON JURISDICTIONAL ISSUES

Even with the work so clearly outlined, there are questions that arise from time to time. Contractors sometimes incorrectly assign our work to other crafts, and sometimes other crafts incorrectly claim our work.

There are questions regarding jurisdiction that LIUNA addresses over and over again. Some common jurisdictional issues arise around the following work:

- Masonry Forklifts
- Concrete/Formwork
- Demolition
- Pipelaying
- Trenching

The above list is certainly not all encompassing of jurisdictional disputes in the construction industry. Local area practices will dictate common disputes and they will change from area to area.

WORKER SAFETY AND HEALTH PROTECTIONS

5



Jobsite safety and health is a crucial part of your job as a steward. The potential safety and health issues workers face are widespread, increasingly complex and often highly technical. Safety and health problems are often noticed by and/or brought to the attention of union stewards. You are the first line of defense for the safety and health issues workers face.

Know Your Rights

Workers have the right to a safe and healthy workplace. The *Occupational Safety and Health Act of 1970* (OSH Act) was passed to prevent workers from being killed or otherwise harmed at work. The law requires employers to provide their employees with working conditions that are free of known dangers. The OSH Act created the Occupational Safety and Health Administration (OSHA), which sets and enforces protective workplace safety and health standards. OSHA also provides information, training and assistance to employers and workers.

OSH Act of 1970: *“To assure safe and healthful working conditions for working men and women; by authorizing enforcement of the standards developed under the Act; by assisting and encouraging the States in their efforts to assure safe and healthful working conditions; by providing for research, information, education and training in the field of occupational safety and health.”*

General Duty Clause

OSHA's general duty clause, Section 5(a)(1) of the OSH Act, requires that each employer furnish to each of its employees a workplace that is free from recognized hazards that are causing or likely to cause death or serious physical harm. The general duty provisions can be used by OSHA only where there is no standard that applies to the particular hazard and the employer has its own employees exposed to the alleged hazard. All four of the following elements are necessary to constitute a general duty clause violation:

1. The employer fails to keep the workplace free of a hazard to which its employees were exposed.
2. The hazard was recognized.
3. The hazard was causing, or was likely to cause, death or serious physical harm.
4. There was a feasible and useful method to correct the hazard.

WHO DOES OSHA COVER?

Mainly Private Sector Workers

Most employees in the nation come under OSHA's jurisdiction. OSHA covers most private sector employers and employees in all 50 states, the District of Columbia and other U.S. jurisdictions either directly through Federal OSHA or through an OSHA-approved state plan. State-run safety and health plans must be at least as effective as the Federal OSHA program. To find the contact information for the OSHA Federal or State Program office nearest you, call 1-800-321-OSHA (6742) or go to www.osha.gov.

What About State and Local Government Workers?

Employees who work for state and local governments are generally not covered by Federal OSHA, but have OSH Act protections if they work in those states that have an OSHA-approved state plan. States that assume responsibility for their own occupational safety and health programs must have provisions at least as effective as Federal OSHA's, including the protection of worker rights. The following 22 states or territories have OSHA-approved programs:

Alaska	Arizona	California
Hawaii	Indiana	Iowa
Kentucky	Maryland	Michigan
Minnesota	Nevada	New Mexico
North Carolina	Oregon	South Carolina
Tennessee	Utah	Vermont
Virginia	Washington	Wyoming
Puerto Rico		

Six additional states and one U.S. territory have OSHA-approved plans that cover public sector workers only:

Connecticut	Illinois	Maine
Massachusetts	New Jersey	New York
Virgin Islands		

Private sector workers in these six states and the Virgin Islands are covered by Federal OSHA.

What About Federal Government Workers?

Federal agencies must have a safety and health program that meets the same standards as private employers. Although OSHA does not fine other federal agencies, it does monitor federal agencies and responds to workers' complaints. The United States Postal Service (USPS) is covered by OSHA.

Workers Not Covered under the OSH Act

- Self-employed
- Independent contractors
- Immediate family members of farm employers

EMPLOYER RESPONSIBILITIES

Employers covered by OSHA MUST provide their employees with a workplace that does not have serious hazards and must follow all OSHA standards. Employers must have a process to identify and correct safety and health problems. OSHA further requires that employers must try to eliminate or reduce hazards first by making all feasible changes in working conditions—switching to safer chemicals, enclosing processes to trap harmful fumes or using ventilation systems to clean the air are examples of effective ways to get rid of or minimize risks—rather than just relying on personal protective equipment (PPE) such as respirators, gloves or earplugs.

Right to be Provided Protective Equipment Free of Cost

In some situations, it is not possible to completely eliminate a hazard or reduce exposures to a safe level so respirators, goggles, earplugs, gloves or other types of PPE are often used by themselves or in addition to other hazard control measures. Employers must provide most protective equipment free of charge with a few exceptions (e.g., steel-toed safety boots and prescription eyewear). Employers are responsible for knowing when and what PPE is needed.

Workers' Right to Workplace Information

OSHA gives workers and their representatives the right to see information that employers collect on hazards in the workplace. Workers have the right to know what hazards are present in the workplace and how to protect themselves. Many OSHA standards require various methods that employers must use to inform their employees, such as warning signs, color-

coding, signals and training. Workers must receive their normal rate of pay to attend training that is required by OSHA standards and rules. The training must be in a language and vocabulary that workers can understand.

Right to Know about Chemical Hazards

The Hazard Communication standard, also known as the "right-to-know" law, requires employers to inform and train workers about hazardous chemicals and substances in the workplace. Employers must:

- Provide workers with information and training on all hazardous chemicals in their work area
- Keep a current list of all hazardous chemicals that are present in the workplace
- Make sure that hazardous chemical containers are properly labeled with the identity of the hazardous chemical and appropriate hazard warnings
- Have and make available to workers and their representatives relevant Safety Data Sheets (SDSs) for each substance that provide detailed information about chemical hazards, their effects, how to prevent exposure and emergency treatment if an exposure occurs

Right to Get Copies of Workplace Injury and Illness Records

OSHA's Recordkeeping Rule requires employers in high-hazard industries with more than ten employees to keep accurate and complete records of work-related injuries and illnesses. Employers must record any serious work-related injury or illness on the OSHA Form 300. A serious injury or illness is one that required medical treatment other than first aid, restricted work or days away from work. (Details of each incident are entered on a separate form, the OSHA Form 301). This OSHA Form 300 becomes an ongoing log of all recordable incidents. Each year from February 1 through April 30, employers must post a summary of the injury and illness log from the previous year (OSHA Form 300A) in a place where workers can see it. Workers and their representatives have the right to receive copies of the full OSHA Form 300 log. Following a request, employers must make copies available at the end of the next business day. These injury and illness logs are important because they provide a comprehensive guide to possible hazards in the workplace that may need correcting. The logs should be used to focus on areas with high injury and illness rates, and to find and fix hazards in order to prevent future occurrences.

Right to Exposure Data

Many OSHA standards require employers to run tests of the workplace environment to find out if their workers are being exposed to harmful levels of hazardous substances such as lead, silica or asbestos, or high levels of noise or radiation. These types of tests are called exposure monitoring. OSHA gives workers the right to get the results of these tests.

Right to Your Medical Records

Some OSHA standards require medical surveillance to find out if a worker's health has been affected because of exposures at work. For example, employers must test for hearing loss in workers exposed to excessive noise or for decreased lung function in workers exposed to asbestos. Workers have a right to their medical records. Workers' representatives also have a right to review these records but they must first get written permission from the worker to gain access to their medical information. All medical records must be kept by the employer for the duration of employment plus 30 years unless workers have worked for less than a year. In this case, a copy of the medical record can be given to the employee.

OSHA WORKSITE INVESTIGATIONS

OSHA conducts on-site inspections of worksites to enforce the OSHA law that protects workers and their rights. Inspections are initiated without advance notice, conducted using on-site or telephone and facsimile investigations and performed by highly trained compliance officers. Worksite inspections are conducted in order based on the following priorities:

- 1. Imminent danger situations**—hazards that could cause death or serious physical harm.
- 2. Severe injuries and illnesses**—all work-related fatalities (must be reported within 8 hours) and all work-related hospitalizations, amputations or losses of an eye (within 24 hours).
- 3. Worker complaints and referrals**—Employees may request anonymity when they file complaints.
- 4. Referrals of hazards** from other federal, state or local agencies, individuals, organizations or the media receive consideration for inspection.

5. Targeted inspections—particular hazards, high injury rates.

6. Follow-up inspections—checks for abatement of violations cited during previous inspections

The majority of the time, inspections are conducted without employers knowing when or where they will occur. The employer is not informed in advance that there will be an inspection, regardless of whether it is in response to a complaint or is a programmed inspection.

Workers' Rights during an Inspection

During an inspection, workers or their representatives have the following rights:

- Have a representative of employees, such as the safety steward of a labor organization, go along on the inspection
- Talk privately with the inspector
- Take part in meetings with the inspector before and after the inspection

When there is no authorized employee representative, the OSHA inspector must talk confidentially with a reasonable number of workers during the inspection. Workers are encouraged to:

- Point out hazards
- Describe injuries or illnesses that resulted from these hazards
- Discuss past worker complaints about hazards
- Inform the inspector of working conditions that are not normal during the inspection

If there is a Dangerous Situation at Work

If you believe working conditions are unsafe or unhealthful, we recommend that you bring the conditions to your direct supervisor's attention, if possible. In the U.S., it is against the law for an employer to retaliate against a worker who demands a safe and healthful workplace. The law—Section 11(c) of the federal OSH Act—protects workers who ask questions or complain about safety or take action to protect themselves from dangerous conditions.

You may file a complaint with OSHA concerning a hazardous working condition at any time. However, you should not leave the worksite merely because you have filed a complaint. If the condition clearly presents a risk of death or serious physical harm,

there is not sufficient time for OSHA to inspect, and, where possible, you have brought the condition to the attention of your employer, you may have a legal right to refuse to work in a situation in which you would be exposed to the hazard. If a worker, with no reasonable alternative, refuses to expose themselves to a dangerous condition in good faith, they are protected from subsequent retaliation. The condition must be of such a nature that a reasonable person would conclude that there is a real danger of death or serious harm and that there

is not enough time to contact OSHA and for OSHA to inspect. Where possible, the employee must have also sought from his employer, and been unable to obtain, a correction of the condition.

For more information about OSHA coverage and requirements, please contact:
Laborers' Health & Safety Fund of North America
905-16th Street, NW Washington, DC 20006
www.lhsfna.org, 202.628.5465
and/or the OSHA website—www.osha.gov

GLOSSARY OF TERMS

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AFL-CIO: The American Federation of Labor-Congress of Industrial Organizations is an umbrella organization of some 56 national and international unions headquartered in the United States. The AFL-CIO is organized along national, regional, state, and local lines.

Agency shop: A work place with contract language requiring that every worker represented by the union pay the equivalent of union dues (an “agency fee”) whether or not they decide to become actual members of the union. (See Union Shop)

Arbitration: A method of resolving disputes (typically grievances) between the union and the employer through the intervention of a neutral third party—an arbitrator—whose decision is binding and final.

Associated Builders and Contractors (ABC) is a national trade association that promotes open shop practices and opposes union security agreements, project labor agreements, and prevailing wage legislation.

Bargaining agent: A legally-certified union is designated by federal law as the sole and exclusive bargaining agent for a specific group of employees (the bargaining unit). This legal status is intended to prevent the formation of “company unions”—organizations that pretend to represent the workers but are dominated and controlled by management.

Bargaining unit: A group (or groups) of workers in a craft, department, plant, company or occupation, which the National Labor Relations Board has determined is appropriate for representation by a union for the purposes of collective bargaining.

Beck Rules: Based on a 1988 Supreme Court ruling requiring local unions to identify charges associated with activities necessary to represent workers from those related to non-representational activities, such as political action and new organizing.

Boycott: A tactic used by workers and consumers to pressure corporations through a mass refusal to purchase their products or otherwise patronize the business.

Captive audience meeting: A union-busting tactic in which the employer disseminates anti-union propaganda to the employees in mandatory-participation meetings, usually during work hours.

Card check: A method for American employees to organize into a labor union in which a majority of employees in a bargaining unit sign authorization forms, or “cards,” stating they wish to be represented by the union.

Central Labor Council (CLC): A local body composed of AFL-CIO affiliated unions.

Certification: Official recognition by some impartial labor relations board that an employee organization is the exclusive representative for all the employees in an appropriate bargaining unit for the purpose of collective bargaining.

Check-off: A clause in the collective bargaining agreement that authorizes management to automatically deduct union dues or fees from union-represented employees.

Collective bargaining: Direct negotiations between union and company representatives to produce a collective bargaining agreement (CBA, also known as a labor agreement or contract.)

Common Sites Picketing: A form of picketing in which employees of a struck employer who work at a common site with employees of at least one neutral employer may picket only at their entrance to the worksite. The employees of neutral employers must enter the work place through other gates. Picketing is restricted to the entrance of the struck employer so as not to encourage a secondary boycott on the part of the employees of a neutral employer.

Company union: A sham union, dominated and often organized or inspired by the employer to manipulate the worker force and frustrate attempts to form a genuine union.

Concerted Activity: The rights, protected by the National Labor Relations Act, of two or more employees to act in concert to form, join, or assist labor organizations in order to affect their wages, hours of work, or working conditions.

Contracting-out: When an employer hires outside personnel to perform work normally done by company employees, the work is said to be contracted-out or “out-sourced”.

Contract: A legally-enforceable agreement negotiated between a union and employer that spells out the wages, hours, and other terms and conditions of employment. Contracts are binding on both parties for a fixed duration (typically three years) and then expire and must be re-negotiated.

Contract proposals: Contract language put forward by the union or the employer and subject to collective bargaining.

Cost-of-Living Allowances (COLA): Periodic pay adjustment to compensate workers for changes in the cost of living. COLA is usually geared to changes in the Consumer Price Index (CPI).

Craft union: A union that admits only workers of a particular trade, skill set, or occupation (e.g. Laborers, Plumbers, Carpenters or Electricians).

Decertification: Withdrawal by a government agency, such as the National Labor Relations Board, of a union’s official recognition as exclusive bargaining representative. The NLRB will withdraw certification if a majority of employees vote against union representation in a decertification election.

Double-Breasted: A unionized contractor that sets up a non-union company to underbid or compete with its union company.

Duty of Fair Representation (DFR): Bargaining agent’s obligation to represent all members of a bargaining unit fairly, in good faith, and without discrimination. Economic Strike: A work stoppage by employees seeking economic benefits such as wages, hours, or other working conditions.

Exclusive Representative: The employee organization that, as a result of certification by a labor board, has the right to be the sole collective bargaining agent of all employees in an appropriate bargaining unit.

Fiduciary Obligations: Obligations of trust imposed by law on union officials with respect to the union funds

and the fair representation of members in collective bargaining. Also applies to duties associated with serving on a trust fund.

Free Rider: An employee who fails to join a union that has negotiated a contract over their wages and working conditions, all the while benefiting from that contract.

Fringe benefits: Non-wage benefits, including paid vacations, pensions, medical and life insurance, whose cost is borne in whole or part by the employer.

Good Faith Bargaining: Negotiations in which two parties meet and confer at reasonable times and exchange proposals with open minds and the intention of reaching agreement over a new contract. (Bad faith bargaining is the reverse of this process.)

Grievance: A formal complaint alleging and seeking restitution for a violation of the Collective Bargaining Agreement.

Hiring hall: A union-operated placement center where manpower requests by employers are allotted to registered applicants according to a set order based usually on rotation or seniority.

Impasse: In general usage, a term referring to a situation where two parties cannot agree on a solution to a dispute. For collective bargaining purposes, if an impasse is reached, the employer is legally permitted to unilaterally impose its last offer.

Industrial union: A union that organizes on the principle of uniting all workers in an industry “wall-to-wall,” regardless of craft or skill level. (See Craft Union) Informational picketing: Patrolling near an employer’s place of business purely for the purposes of informing and educating the public. (See Picketing)

Injunction: A court order which either imposes restraints upon action, or directs that a specific action be taken and which is, in either case, backed by the court’s power to hold disobedient parties in contempt. International union: A union with members in more than one country, typically the U.S. and Canada.

L-M Reports: The annual financial statement of income and expenses, including the salaries of union officers

and staff. Unions are required by law to file them annually with the Labor Management (LM) Division of the Department of Labor.

Local union: A locally-based trade union organization which forms part of a larger, usually national, union.

Lockout: A lockout occurs when an employer seeks to force the terms of a settlement by refusing work to employees or shutting down operations.

Management Rights Clause: A provision in many contracts that defines the employer's rights to operate unilaterally, usually with respect to issues outside the scope of the contract, or otherwise not included within the collective bargaining agreement. One example would be the right to establish a production schedule.

Mandatory Subjects of Bargaining: Those items included under wages, hours, and other terms and conditions of employment over which either side (union or employer) must bargain if the other side proposes it. An employer may not make a change in a mandatory bargaining subject without providing prior notice to the union and an opportunity to bargain.

Market Share: The percentage of construction work done by union members and contractors.

Mediation and Conciliation: A process that attempts to resolve disputes through compromise and voluntary agreement. When negotiations between the union and the employer bog down, mediators (often employed by the Federal Mediation and Conciliation Service, FMCS) may agree to act as "go-betweens," helping the parties find acceptable middle ground.

Most favored nations clause: Specifies that if a union grants more favorable terms to any employer than those terms already contained in the collective bargaining agreement, then any signatory employer may also apply those favorable terms to its workers.

National Labor Relations Board (NLRB): The federal agency in charge of enforcing the National Labor Relations Act, which protects the rights of the U.S. workers in the private sector to organize unions and engage in free and fair collective bargaining. Unions, employers or individual workers who feel the Act has been violated may file charges with the NLRB.

If an investigation shows the charges have merit, the NLRB files a formal complaint to be heard by an Administrative Law Judge.

Past Practice: A customary way of doing things, not written into the collective bargaining agreement. Past practices can sometimes be enforced through the grievance procedure if the practice has been longstanding, consistent, and accepted by the parties.

Per-capita tax: A payment, based on the number of members, from a local union to its international union or from a union body to the labor councils or federations with which it is affiliated.

Permanent Replacements: Under current labor law, when employees engage in an economic strike, the employer has the right to hire permanent replacements. After the strike has ended, if there is no back to work agreement reached between the union and the employer, employees replaced during the strike are put on a preferential hiring list and must wait for openings to occur. However, in the case of unfair labor practice strikes, the strikers must be reinstated with few exceptions.

Picketing: Patrolling near an employer's place of business to publicize the existence of a strike or other labor dispute to encourage people to join the union or to discourage people from working for or doing business with the employer. (See Informational Picketing.)

PLCA: The Pipe Line Contractors Association negotiates and administers the National Pipe Line Agreements with the International Unions representing the four crafts of employees involved in pipeline construction.

Portal to Portal Pay: Pay adjustment to account for workers traveling long distances to get to a remote job site. Generally paid as a predetermined amount, as opposed to a mileage reimbursement.

Precedent: A finding, ruling, or decision that governs future grievances over the same issue even if the contract is silent on the matter.

Pre-hire Agreement: The employer agrees to hire union members or union referrals for the purpose of

working on anticipated jobs during the contract period. A union and an employer typically sign a pre-hire agreement before the employer hires any employees and, therefore, in advance of any showing of union majority support. Under Section 8(f) of the NLRA, pre-hire agreements are allowed only in construction industry.

Premium pay: Additional pay for work performed on overtime or under particularly difficult, dangerous or undesirable conditions.

Prevailing wage: The hourly wage, usual benefits and overtime, paid to the majority of workers, laborers, and mechanics within a particular area. In the Davis-Bacon Act of 1931, all federal government construction contracts, and most contracts for federally assisted construction over \$2,000, must include provisions for paying workers on-site no less than the locally prevailing wages and benefits paid on similar projects. Little Davis-Bacon laws apply to state, county and municipality-funded projects in majority of States.

Project Labor Agreement: A comprehensive pre-hire collective bargaining agreement with one or more labor organizations that establishes the terms and conditions of employment for a specific construction project.

Protected concerted activity: An occasion when two or more employees act together to improve their terms and conditions of employment.

Raiding: An attempt by one union to induce members of another to defect and join its ranks.

Ratification: Formal approval of a newly negotiated agreement by vote of the union members affected.

Re-opener: A provision allowing the renegotiation of specific portions of a collective bargaining agreement (e.g. wages or medical insurance) prior to the expiration of the entire agreement.

Representation Election: A vote conducted by an appropriate labor board or agency to determine whether a majority of the workers in a previously established bargaining unit wish to be represented by a given union.

Right-to-work laws: Statutes that forbid unions and employers to enter into agreements requiring employees to join a union and pay dues and fees to it in order to get or keep a job. A majority of states in this country have right-to-work laws.

Salting: When a worker secures employment at a non-union workplace with the ultimate goal of organizing the employees.

Scab (or Strikebreaker): An epithet used to describe a worker who refuses to join the union, or who crosses a union picket line and takes the job of a striking worker.

Secondary boycott: A group's refusal to work for, purchase from, or handle the products of a business with which the group has no dispute. When used to influence the outcome of a labor dispute, it is considered an unfair labor practice.

Seniority: A term used to designate an employee's status relative to other employees in determining the order in which they will be considered for promotion, transfer, lay-off, etc. Most collective bargaining agreements calculate seniority by total length of service with the company, sometimes with consideration for length of service within a particular craft or department.

Service Fee: A monetary assessment of non-members of a bargaining unit used to help defray the union's costs in negotiating and administering a contract.

Shift differential: Additional pay for work regularly performed outside normal daytime hours. (See Premium Pay.)

Side Agreement: An agreement outside the main collective bargaining agreement. It usually covers gaps, or clarifies misunderstandings, and is considered enforceable.

Steward: A union member responsible for handling problems on the job site, including grievances, between members and contractors, educating members on union policies and activities; and getting the members involved in the union. The steward is the backbone of the union.

Strike: The concerted withholding of labor from the employer; the refusal of the workforce to continue working for the employer unless certain terms and conditions are met. The strike is usually a tactic reserved for the last stage of collective bargaining, after all attempts to resolve the dispute have failed.

- **Economic Strike:** A work stoppage by employees seeking economic benefits such as wages, hours or other working conditions.
- **Unfair Labor Practice Strike:** Work stoppage when an employer commits an unfair labor practice.
- **Wildcat Strike:** A strike undertaken without official union authorization. Although not necessarily illegal, they are not necessarily protected by the NLRB.

Subcontracting clause: Limits how and to whom a contractor may subcontract phases of a project, with the objective of preserving bargaining unit's work. It usually mandates the signatory contractor to subcontract work only to other signatory contractors.

Successor Employer: An employer which has acquired an already existing operation and which continues operations in approximately the same manner as the previous employer, including the use of the previous employer's employees.

Surface Bargaining: A tactic whereby an employer meets with the union, but only goes through the motions of bargaining. Such conduct on the part of the employer is considered as a violation of the employer's duty to bargain, Section 8 (a) (5) of the NLRA.

Takebacks: Union benefits or favorable terms won in previous contracts which are lost in subsequent bargaining.

Trade union, or Union: Workers who organize a voluntary association to further their mutual interests with respect to wages, hours, working conditions, and other matters of common concern.

Trusteeship: The assumption of control over a local union by an international union or by the federal government under the RICO Act. Provided for by the Constitutions of most international unions,

trusteeships suspend the normal governmental process of a local union and take over management of the local's assets and the administration of its internal affairs.

Unfair Labor Practice: Conduct prohibited by the NLRA regulating relations between employers, employees, and labor organizations.

Unilateral Change: Any change in the workplace an employer makes without the union's consent. The Board recognizes that an employer must bargain over all changes in hours and other working conditions with the employee's union. Generally, these changes must be bargained to impasse before a change is implemented.

Union density: The actual membership of a trade union as a percentage of the total possible membership.

Union election: An NLRA-regulated procedure of forming or joining a union, or decertifying an existing union. It consists of gathering support of the interested employees in the form of signing authorization cards, filing the election petition with the NLRB once 30 percent of employees in the bargaining unit have signed cards and conducting an election. To win the election, a side has to win 50 percent plus 1 vote. The union victory mandates the employer to recognize the union as the exclusive bargaining agent of the unit and to bargain in good faith towards reaching an agreement.

Union busting: Efforts by the employer (or lawyers and professional consultants hired by the employer) to make workers lose faith in, quit, or refuse to join unions.

Union label, or union bug: A stamp, emblem or other mark affixed to a product to certify it was made by union labor.

Union shop, or Union security clause: A contract provision requiring every worker covered by the Collective Bargaining Agreement to become and remain a member of the union as a condition of employment or to pay an equivalent fee. Also referred to as a closed shop.

Vesting: The length of time an employee must work to guarantee that his/her accrued pension benefits will not be forfeited even if employment is terminated.

Wall-to-wall Collective Bargaining: Organizing by a single union all of the employees of an employer rather than certain departments or crafts.

Weingarten Rights: The rights of employees covered by the NLRA to request union representation during investigative interviews if they reasonably believe that the interview could result in their being disciplined. Weingarten rules also guarantee the rights of union representatives to assist and counsel employees during interviews that could lead to disciplinary action.

Wildcat Strike: A strike undertaken without official union authorization. Although not necessarily illegal, they are not necessarily protected by the NLRB.

Work-to-rule: A tactic used by workers to pressure management by scrupulously adhering to the letter of all company rules, safety regulations, contractual provisions, laws and other relevant procedures.

Yellow-dog contract: Now illegal, a Yellow Dog Contract is an agreement between an employer and an employee in which the employee pledges, as a condition of employment, not to join a union.

Zipper Clause: A contract clause which precludes any renegotiation of conditions covered in the contract during the life of the contract. It is designed to prevent an employer from trying to change the contract before the next round of bargaining.

NATIONAL AGREEMENTS

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LIUNA is signatory to various National Agreements. The parties, scope of work, and effective dates of each are summarized here. Additional information about National Agreements can be found at www.liuna.org or by calling the LIUNA Construction Department at 202-942-2335.

National Pipeline Agreement

Parties: Laborers' International Union and the Pipeline Contractors Association.

Scope: Applies to all transportation mainline pipeline and underground cable work in the U.S. The agreement covers construction, installation, double jointing, rebeveling, treating, insulation, reconditioning, testing, taking-up, relaying, or relocation of cross-country pipelines or any segments thereof transporting coal, gas, oil, water, or other transportable materials, vapors or liquids, including portions of such pipelines within private property boundaries, up to the first metering station or connection.

National Distribution Agreement

Parties: Laborers' International Union and Distribution Contractors of America.

Scope: Applies to all distribution pipeline and utility construction, including other underground distribution facilities for public or private utilities (except sewer and water lines) in the U.S. The agreement covers the repair, maintenance, construction, installation, treating and reconditioning of distribution pipelines transporting coal, gas, oil or other similar materials, vapors or liquids (except sewer and water lines), as well as conduit, telephone lines and power lines. (Addendum B can be found on the LIUNA Private Site)

National Service Contracts

Parties: Laborers' International Union and signatory service contractors.

Scope: Applied on a site-by-site basis. The service contract industry covers a vast area of service functions performed by contractors for the federal government. It excludes construction, manufacturing or providing goods. The Service Contract Act provides for the determination of locally prevailing wage rates and fringe benefits. In 1972, LIUNA was successful in having the SCA amended to also provide for recognition of

collectively bargained wage rates and fringe benefits as prevailing on a contract-by-contract basis.

Effective dates: Three to five years - with 90 percent of the contracts having an effective date of October 1, coinciding with the federal government's fiscal year.

National Construction Agreement (Brown Book)

Parties: Laborers' International Union and individual employers.

Scope: All field construction, demolition, plant-type construction near or adjacent to job sites, and other construction work. Joint venture construction projects in which the employer is a sponsor or managing partner is covered. The employer agrees that local residents, hired pursuant to the hiring procedure, with the exception of the employer's key personnel, should perform all work under this agreement. Under this agreement, the employers hold pre-job conferences and must comply with local rates of pay, overtime, travel and subsistence pay, and all local fringe benefits.

Effective dates: One year—thereafter the agreement continues in full force and effect from year-to-year until terminated at the option of either party with 60 days prior notice.

National Construction Agreement (Building Trades)

Parties: Affiliates of Building Trades and individual employers.

Scope: The purpose of this agreement is to promote efficiency of construction operations and provide for peaceful settlement of labor disputes without strikes or lockouts thereby promoting the public interest in assuring the timely and economical completion of work. It is also the intent of the parties to set out standard working conditions for the efficient prosecution of construction work, to establish and maintain harmonious relations, and to secure optimum productivity.

Effective dates: Applied on a project-by-project basis.

National Masonry Agreement

Parties: Laborers' International Union and the Masonry Contractors Association of America, Inc.

Scope: That work which has been historically or traditionally or contractually assigned to members of

the Laborers' International Union of North America in the tending of Masons including unloading, mixing, handling, and conveying of all materials used by Masons by any mode or method; the unloading, erecting, dismantling, moving, and adjustment of scaffolds; the starting, stopping, fueling, oiling, cleaning, operating, and maintenance of all mixers, mortar pumps, and other devices under the direction of the Employer or his representative.

Effective Dates: Three years—thereafter the agreement continues in full force and effect from year-to-year until terminated at the option of either party with 60 days prior notice.

Environmental Partnering Project Agreement

Parties: Laborers' International Union and individual employers.

Scope: It is the intent of the parties that the agreement be utilized as a stabilization agreement for environmental remediation projects. The purpose of this agreement is to promote efficiency of operations on the project. The union has established environmental remediation and hazardous waste training programs, which meet or exceed all the requirements of federal regulations. This agreement is primarily used for asbestos abatement, mold remediation and hazardous waste removal. The union's current policy is to deny requests for extension of the agreement in an area where there is an established local collective bargaining agreement for hazardous waste abatement.

Effective dates: Applied on a project-by-project basis.

General Presidents' Project Maintenance Agreement

Parties: Affiliates of Building and Construction Trades Department and Associated Maintenance Contractors.

Scope: On-going maintenance, repair, renovation and replacement work in plants, industrial facilities, utility installations and other facilities for an initial period of not less than one year. Maintenance shall be work performed for the repair, renovation, replacement and upkeep of property, machinery and equipment within the limits of the plant property. This agreement does not cover work performed by the contractor of a new

construction nature. Contractors signed to the GPA are not required to become signatory to a local collective bargaining agreement. The owner may choose to perform or directly subcontract or purchase any part of the work.

Effective dates: One year—thereafter the agreement continues in full force and effect from year-to-year until terminated at the option of either party with 60 days prior notice.

National Agreement of Drilled Shaft Contractors

Parties: Laborers' International Union, International Union of Operating Engineers and individual employers.

Scope: All work performed by the employer or its successor or assigns in the drilled shaft industry, including, but not limited to: loading and unloading of drilling machines, drilling tools, casing and accessories; the assembly and disassembly of drilling machines, drilling tools and accessories; maintenance and repair of drilling machines, drilling tools and accessories; the spotting, aligning and plumbing of the drilling machines and drilling tools; the attaching and removing of drilling tools and accessories; the hooking and unhooking of service lines or other hoisting facilities; the handling, installing and removing of temporary or permanent casing or liners including bolting, welding or burning, installing and maintaining of cutting teeth or cutting edges, cleaning and other preparational activities; and the general cleanup and housekeeping of the worksite, drilling machines, drilling tools and accessories.

Effective dates: One year—thereafter the agreement continues in full force and effect from year-to-year until terminated at the option of either party with 60 days prior notice.

National Stack-Chimney Agreement

Parties: Laborers' International Union, United Brotherhood of Carpenters, Iron Workers and individual employers.

Scope: Within the boundaries of the United States, covering construction by jump or slip method of hollow concrete columns, such as chimneys. The agreement includes construction of chimneys and chimney liners

of any materials normally installed by the signatory crafts, and the repair and demolition of any of the aforementioned structures. In addition to supervision, the employer is permitted to provide up to one-third of the workforce from outside local jurisdiction.

Effective dates: The agreement continues in effect until terminated by 90 days written notice from either party to the other. Changes may be made at any time by mutual consent. The agreement is extended on a project-by-project basis.

Maintenance Addendum: Covers all work performed on existing structures such as chimneys, stacks, liners, coatings, scrubbers, precipitators and their appurtenances, including ductwork and interconnecting related structures. Also included are other hollow concrete columns, such as lowering wells and prill towers and appurtenances pertaining to each.

Pre-Cast to the Agreement: This addendum covers all work performed on pre-cast erection or modification of chimneys, stacks and liners, including ductwork and interconnecting related structures.

National Specialty Agreement

Parties: Laborers' International Union and individual employers.

Scope: Covers specialty work defined by the employer and agreed to by the union.

Effective dates: Varies by signatory employers.

National Concrete Coring, Drilling and Sawing Agreement

Parties: Laborers' International Union and individual employers.

Scope: All concrete coring, drilling and sawing for any purpose. The employer and the union desire to stabilize employment in the concrete coring, drilling and sawing industry and therefore agree on wage rates, hours and conditions of employment.

Effective dates: Applied on project-by-project basis.

National Maintenance Agreements Policy Committee (NMAPC)

Parties: Laborers' International Union and individual employers (which consists of a joint labor-management committee).

Scope: Maintenance, repair, replacement and renovation work that is primarily within the recognized and traditional jurisdiction of the union. The NMA is intended for work of less than a year's duration. The NMA is used in facilities such as petro-chemical, utility, steel and automotive plants. The NMA program is administered and guided by the NMA Policy Committee, a joint committee of labor and management. Extensions are on a location-by-location basis. Revisions to the agreement can only be made by a majority vote of the NMAPC.

Effective dates: The agreement continues until terminated by 90 days written notice by either party.

National Agreement for Production Service, Custodial and Ground Maintenance Employees

Parties: Laborers' International Union and individual employers.

Scope: All building and grounds custodial services, material handling and production service employees employed by the contractor, under his own or any other corporate name of the contractor. Excluded from coverage is all new construction work performed by the contractor under any other national agreements. The contractor has complete freedom of selection in hiring and shall determine the qualifications of the men employed.

Effective dates: One year—thereafter the agreement continues in full force and effect from year-to-year until terminated at the option of either party with 60 days prior notice.

Wind Turbine Agreement

Parties: LIUNA, individual employer, International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, International Union of Operating Engineers, and International Brotherhood of Electrical Workers.

Scope: All employees engaged in the assembly and erection of wind turbines, including foundations towers and site work at designated projects.

Effective Date: July 7, 2005

LOCAL AGREEMENTS

Your Local Union may be signed to multiple Collective Bargaining Agreements in your area, covering building, heavy/highway, demolition, abatement, residential, or other specialty areas of work.

The LIUNA steward should have copies of all agreements for the job sites they are serving as a steward.

The more you know about the Collective Bargaining Agreement you are working under, the less problems you will face, and the more effective steward you will be.

Thank you again for being a LIUNA job site leader!

Include any specific points from your Local Collective Bargaining Agreement, grievance procedure, jurisdiction, and area practices here.

NOTES:
