

SAMPLE

NATIONAL AGREEMENT FOR PRODUCTION SERVICES, CUSTODIAL, AND GROUND MAINTENANCE EMPLOYEES

PREAMBLE

This Agreement is entered into this _____ day of _____,
19 _____, by and between _____
_____ (hereinafter referred to as the "Contractor"), and the Laborers' International
Union of North America and its designated affiliates, (hereinafter referred to as the "Union"),
for the purpose of work for _____

(Projects) located at _____.

ARTICLE I

Purpose and Scope

- A. It is the intent and purpose of the parties hereto, to set forth herein the basic Agreement covering wages, hours of work, and conditions of employment to be observed between the parties hereto, and to provide procedure for prompt, equitable adjustments of alleged grievances to the end that there shall be no interruptions or impeding of the work, and no work stoppages or strikes during the life of this Agreement.
- B. This Agreement will cover 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 a contractor.
- C. Excluded from coverage of this Agreement shall be all new construction and work performed by the contractor under any other national agreements.

ARTICLE II
Union Recognition

The Contractor agrees to recognize and hereby does recognize the Union and its designated agents and representatives, as the sole and exclusive collective bargaining agent on behalf of all of the employees of the Contractor as defined above, with respect to wages, hours and all other terms or conditions of employment.

ARTICLE III
Union Security

A. It shall be a condition of employment that all employees of the Contractor covered by this Agreement who are members of the Union in good standing on the effective date, or date of execution of this Agreement, whichever is later, shall remain members in good standing and those who are not members on that date shall, on the thirty-first (31st) day following the effective date, or execution date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired after its effective date shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union.

B. The Contractor shall not be obligated hereunder to discharge any employee for non-membership in the Union:

1. If he has reasonable ground for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members; or

2. If he has reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership; and

3. Unless the Contractor shall be furnished with a notice in writing from the Union, signed by the proper officer, and setting forth that the employee has refused to join the Union in accordance with Section A above, although he has been offered membership on the same terms as other members, or that the employee's membership in the Union has been terminated for reason of non-payment of regular dues or regular initiation fees and that the Union requests that said employee be discharged for one of the above reasons.

C. The provisions of Paragraph A above shall not apply in any state to the extent that may be prohibited by applicable state laws.

D. When a check-off system is in effect locally, the Contractor agrees to observe the terms of such local agreement.

ARTICLE IV Management Rights

Subject to the terms of this Agreement, the Contractor shall at all times have full responsibility and control of matters relative to the management and conduct of its business, the direction and supervision of its working force, and the right to hire, promote and transfer employees. It is the prerogative of the Contractor to decide if and how many foremen may be required.

ARTICLE V Hiring

A. In order to economically and efficiently perform the work covered under this Agreement it is important to have experienced workmen. In the hiring of employees, the Employer recognizes that the Union is a source of manpower and will, therefore, use it as a source when in need of employees.

B. The Contractor shall have complete freedom of selection in hiring and shall determine the qualifications of the men employed. The Contractor shall have the authority to discipline or discharge any employee for just cause, provided, however, that there shall be no discrimination on the part of the Contractor against any workman or employee, nor shall any such employee be discharged by reason of any Union activity not interfering with the proper performance of his work. Further, the Contractor and the Union agree that there shall be no discrimination in the hiring, promoting, discipline or discharge of workmen or employees because of race, creed, color, national origin, age or sex.

ARTICLE VI

Union Representation

A. The Business Manager or his designee shall have access to the job, through established Contractor and/or customer or client procedures, for the purpose of transacting business in connection with the job. They will not interrupt employees during working hours except on an individual basis, and the without causing unnecessary loss of time by the employee.

B. A Steward shall be a working employee, appointed by the Business Agent who shall be permitted to perform during working hours such of his Union duties on the job which cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible, and the Contractor agrees to allow Stewards a reasonable amount of time for the performance of such duties without loss of pay. The Union shall notify the Contractor of the appointment of each Steward; and the Contractor shall notify the Union before laying off a Steward. The Steward shall not be laid off ahead of any other workmen, provided he is equally well qualified to perform the work required. If the crew is reduced to one man, the foreman or leadman may be retained in lieu of the Steward. In no event shall the Contractor discriminate against a Steward or lay him off or discharge him because of any actions taken by him in the proper performance of his Union duties. A Contractor shall notify the Union immediately when he has discharged a Steward for cause.

C. A Steward or employee who is called away from his job to take part in the conduct of Union business, i.e., delegate to Convention, Council, etc., shall automatically be granted unpaid personal leave for whatever period of time is necessary to complete the Union business.

ARTICLE VII

Wages

A. All employees shall be compensated in accordance with the classifications and wages in Schedule "A" attached hereto.

B. Wage rates in Schedule "A" shall be in effect from _____, 19 _____. Future increases will be based on the national annual average increase of the industry where this Agreement is applied. Employees working under this Agreement shall receive the same total percentage increase as inplant employees, to be distributed between wages and fringe benefit contributions at the option of their Local Union. The national average will be based on the last full monthly report quoted in the U.S. Labor Department's Manual, "Employment & Earnings".

C. When new or different classifications are needed for any job or jobs of the Contractors, they shall be added to Schedule "A" by mutual agreement between the parties.

D. All employees shall be paid weekly. For accounting purposes, the Contractor may withhold a maximum of three days' pay.

1. Discharged employees will be paid to their date of discharge immediately. Any such employee who is required to wait shall be compensated at the appropriate hourly rate.

2. Employees who voluntarily leave the Contractor's employment may be paid at the next regular payday.

ARTICLE VIII

Grievance Procedure and Arbitration

Any disputes or grievances involving the interpretation or application of this Agreement shall be settled in the following manner:

STEP 1 - The first attempt to settle any such dispute or grievance shall be made at the job level between the representatives of the Local Union involved in such dispute and the Contractor's Representative.

STEP 2 - If such dispute or grievance is not settled at the job level within one week, it shall then be referred to the General President of the Laborers' International Union of North America or his designated representative. If the dispute or grievance is not settled on this level within five (5) days, the parties to the dispute may extend the period for the settlement to another fixed date, mutually agreed upon, and if a settlement is not affected by such date, the dispute or grievance may be submitted for arbitration under the provisions of Step 3, hereinafter set forth.

STEP 3 - Arbitration - If after referral to Step 2, the dispute or grievance remains unresolved, the matter may then be referred to arbitration by either party upon written notice to the other. After service of such notification, in the event the parties are unable to agree upon an arbitrator, application shall be made to the Federal Mediation and Conciliation Service for a panel of five arbitrators from which list both parties shall alternately strike names until the last name remains, which person shall be designated as the arbitrator. The procedure for selecting the arbitrator shall be completed within two (2) weeks of receipt by the parties of the list of names from the Federal Mediation and Conciliation Service. The decision of the arbitrator shall be final and binding on the Contractor and on the Union and its members.

The Union and the Contractor shall bear their respective costs of the arbitration procedure separately. The fees of the arbitrator shall be shared equally between the Union and the Contractor.

In the event that either party fails to comply with the decision of the Arbitrator, the terms and conditions of Article XIV shall not apply and either party shall be permitted all legal and economic recourse.

ARTICLE IX

Hours of Work and Overtime

A. Day Work Conditions

1. Eight (8) hours shall constitute a standard workday, exclusive of lunch period, between the hours of _____ a.m. and _____ p.m. Forty (40) hours per week shall constitute a week's work, Monday through Friday inclusive. This work shall be paid at straight time rates.

2. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half. All time worked on Sundays and Holidays stated in Article X shall be paid at the rate of double time.

3. Employees working more than _____ hours of unscheduled overtime beyond their regular shift shall be furnished a meal at Contractor's expense and at each four and one-half (4 1/2) hour interval thereafter.

B. Shift Work Conditions and Staggered Work Week - It is recognized that for certain classifications of work covered by this Agreement that it is necessary from time to time to provide coverage for more than five days per week and for more than one shift per day. If required on all or any part of parts of the work for at least three (3) consecutive days the Contractor may elect to establish one of the following:

1. Shift Work and/or Staggered Work Week

a. Multiple shifts or at least three (3) consecutive workdays duration may be worked. When two (2) or three (3) shifts are worked, the first or day shift, shall be established on an eight (8) hour basis from _____ a.m. to _____ p.m.; the second shift shall be established on a seven and one-half (7 1/2) hour basis from _____ p.m. to _____ ; and the third shift shall be established on a seven (7) hour basis from _____ to _____ a.m.

b. The pay for the second and third shifts shall be the equivalent of eight (8) times the employee's straight time hourly rate.

c. All time worked before or after the regularly established shift in any twenty-four hour period and time work on either of scheduled days off shall be paid for at the rate of time and one-half. If all scheduled days off are worked, the first shall be paid at the rate of time and one-half, and the remaining days shall be paid at the rate of double time. Scheduled day off may be established in lieu of Saturday and Sunday, but in no case will employees be required to work more than five regularly scheduled shifts in a given work week without payment of appropriate premium rate as described above.

d. At the discretion of the Contractor, the three cycle shift may also be established where the standard workday shall be eight (8) hours of continuous employment, including lunch period and forty (40) hours per week shall constitute a week's work. Under the arrangement, the shift rate premium for the afternoon shift will be \$.08 per hour and the shift rate premium for the night shift shall be \$.16 per hour.

2. Four Cycle Shift Work Conditions

a. When so elected by the Contractor, a four cycle shift may be used for continuous around the clock coverage.

b. The four cycle shift rate premium for the afternoon shift will be \$.08 per hour, and the four cycle shift rate premium for the night shift will be \$.16 per hour.

c. The standard workday shall be eight (8) hours of continuous employment, including lunch period. Forty (40) hours per week shall constitute a week's work. All time worked in excess of eight (8) hours per workday and all time worked on either one of the two scheduled off days shall be paid for at the rate of time and one-half. If both of the scheduled days off are worked, the first day shall be paid at the rate of time and one-half and the second day shall be paid at the rate of double time.

d. Four cycle shift workers will have two (2) days off per week in lieu of Saturday and/or Sunday.

C. Other Conditions

By mutual consent of the Contractor and the Union the starting and quitting times of any shift, including day work, may be changed for all or any portion of a particular job. Crew sizes may be adjusted upward or downward at the option of the Contractor to meet changing work requirements. There shall be no pyramiding of overtime.

ARTICLE X

Holidays

The following seven (7) days shall constitute the legal holidays within the terms of this Agreement:

New Year's Day

Presidents' Birthday

Memorial Day

July 4th

Labor Day

Thanksgiving Day

Christmas Day

These holidays may be changed by mutual agreement to meet local conditions or plant operations, or changes in the law, but the number shall not be added to or reduced.

ARTICLE XI

Show-Up Time and Call-Time

A. Any employee who reports at his normal starting time, unless previously notified not to report, shall be guaranteed a minimum of two (2) hours pay. Any employee starting to work shall receive a minimum of four (4) hours pay. Any employee working more than four (4) hours shall receive a minimum of eight (8) hours pay unless work is stopped due to conditions beyond control of Contractor when employee would be paid for actual hours worked.

B. Any employee recalled to work after the close of his normal daily shift and prior to the beginning of his next regular shift shall receive the guaranteed minimum paid hours described in Paragraph "A" above, at the appropriate overtime rate, unless he is recalled prior to and continuous with his regular shift. In this case the employee will be paid only for hours worked at the appropriate overtime rate.

ARTICLE XII

Travel Time and Fringe Benefits

A. There shall be no travel time received under this Agreement.

B. The Contractor agrees to recognize and contribute to all existing or newly negotiated fringe benefit programs (Health and Welfare, Pensions, Vacations, etc.) participated in by Local Unions having jurisdiction over jobs covered by this Agreement. No contributions shall be made to construction industry promotional funds, etc.

ARTICLE XIII

Safety and Sanitation

A. The Contractor further agrees to abide by all the local, state and federal health, safety and sanitary regulations, and in the event that there are any conditions which may be or tend to be detrimental to the employee's health, safety, morals or reputation, it is agreed t

the employees shall not be required to work under such conditions. The Contractor shall furnish at no cost to the employee necessary protective equipment or clothing, where needed, for protection of health. Each employee drawing such equipment shall be responsible for its return in the same condition that it was issued, excepting for ordinary wear and tear.

B. The Contractor may make such safety rules as it deems necessary to accomplish the intent of this Article and all employees will be bound by such rules.

ARTICLE XIV

No Strike - No Lockout

During the term of this Agreement there shall be no strikes, slowdowns, picketings or stoppages of work by the Union or its members, unless the Contractor shall fail to abide by the decision of a duly constituted arbitrator. There shall be no lockout by the Contractor unless members of the Union shall fail to abide by the decision of a duly constituted arbitrator.

ARTICLE XV

General Savings Clause

Any provision in this Agreement which are in contravention of any federal, state, local or county regulation or laws affecting all or part of the limits covered by this Agreement shall be suspended in operation within the limits to which such law or regulation is in effect. Such suspension shall not effect the operation of any such provisions covered by this Agreement to which the law or regulation is no applicable,.

ARTICLE XVI

Termination

This Agreement shall become effective the _____ day of _____, 19 _____, and shall remain in full force and effect until the _____ day of _____, 19 _____, and shall continue in effect from year to year thereafter unless notice of termination is given by either party at least sixty (60) days prior to each successive anniversary date.

FOR THE CONTRACTOR

FOR THE UNION

Company

Laborers' International Union of
of North America

Signature

General President

Name and

SAMPLE

Street Address

City, State and Zip Code

Telephone and Fax Numbers