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K#: 8635

Employer Name: North Texas Contractors Association

Location: TX Northcentral

Union: Texas Laborers District Council, Laborers International Union of North America (LIUNA), AFL-CIO

Local: 648

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Sector: P

Number of Workers: 1000

Effective Date: 05/01/01

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K 8635
1,000 workers

17 pp.

AGREEMENT

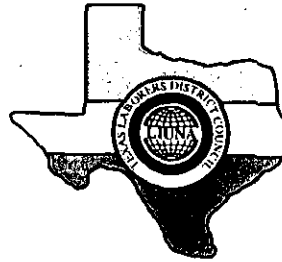
between

NORTH TEXAS CONTRACTORS ASSOCIATION



and

TEXAS LABORERS' DISTRICT COUNCIL



representing

Laborers' Local Union No. 648
(Dallas/Fort Worth)

May 1, 2001
to
April 30, 2007

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A G R E E M E N T

Entered by and between the **North Texas Contractors Association**, acting on behalf of Employers that have legally assigned bargaining rights, and hereinafter referred to as "Employer" and the **Texas Laborers' District Council** for and on behalf of its affiliated Local Unions of the Laborers' International Union of North America, **Local Union No. 648** acting on behalf of Employees, and hereinafter referred to as "Union."

ARTICLE I

RECOGNITION

The "Employer" recognizes the Union as the exclusive collective bargaining agent for all Employees performing work as set forth in this Agreement and for wages, fringe benefits and working conditions, for all Employees performing work within the geographical jurisdiction of this contract. The "Union" recognizes the North Texas Contractors Association as the exclusive bargaining agent representing Employers employing Laborers within the jurisdiction of this Agreement.

ARTICLE II

SCOPE OF AGREEMENT

Section 1. This Agreement covers the rates of pay and working conditions of all the Employees of an Employer whom the Union may lawfully represent engaged in any work over which the jurisdiction of Local Union No. 648 is recognized by the Building and Construction Trades Department of the AFL-CIO.

Section 2. The attached working conditions are an integral part of this Agreement, and shall supersede all other existing working rules. It is further agreed that neither the Constitution of the International Union nor the by-laws of the Local Union shall be considered a part of this Agreement nor used in the interpretation thereof.

ARTICLE III

GEOGRAPHICAL JURISDICTION

Section 1. Local Union No. 648, covers Dallas, Kaufman, Collin, Van Zandt, Rockwall, Hunt, Ellis, Navarro, Tarrant, Johnson, Erath, Hood, Palo Pinto, Parker, Somervell, Wise, Denton, Jack, Montague, Falls, Lampasas, San Saba, Hamilton, Bosque, Hill, Limestone, Coryell, and McClennan, Cooke, Grayson, Fannin, Lamar, Red River, Bowie, Delta, Hopkins, Franklin, Titus, Morris, Cass, Camp, Stonewall, Haskell, Fisher, Jones, Schackelford, Stephens, Kaufman, Rains, Wood, Upshur, Marion, Smith, Gregg, Harrison, Henderson, Anderson, Houston, Cherokee, Nacadoches, Shelby, Rusk, Panola, Nolan, Taylor, Callahan, Eastland, Coke, Runnels, Coleman, Comanche, Mills, Bell, Freestone, Concho and McCulloch Counties in the State of Texas.

ARTICLE IV

WORKING RULES

Section 1. Workday and Workweek

(a) The normal workday shall consist of any consecutive eight (8) hours with thirty (30) minutes off for lunch. The actual starting time for each project shall be determined by the Employer's representative.

(b) The lunch period shall be any consecutive thirty minutes between the hours of 12:00 Noon and 1:00 p.m. (or during the hour following the first four hours of work). The lunch period may be varied by mutual consent. Any Employee who does not receive his/her thirty (30) minute lunch period during the stipulated lunch period shall be allowed a reasonable time to eat his/her lunch or receive an additional one-half ($\frac{1}{2}$) hour at time and one-half.* The lunch period for concrete crews may vary from 11:00 a.m. to 1:00 p.m.

** Effective May 1, 2004, any Employee who does not receive his/her thirty (30) minute lunch period during the stipulated lunch period shall be allowed a reasonable time to eat his/her lunch and receive an additional one-half ($\frac{1}{2}$) hour at time and one-half.*

(c) All Laborers will be afforded an additional fifteen (15) minute paid break for work performed over ten (10) hours in one (1) day.

(d) The normal workweek shall consist of forty (40) hours, Monday through Saturday except as outlined in Section 2 below.

Section 2. Overtime

All work in excess of forty (40) hours per week and hours worked in excess of ten (10) hours per day, Monday through Saturday, shall be classified as overtime and paid for at the rate of time and one-half the regular rate of pay. Sundays and Holidays shall be paid for at the rate of double time. **It is not the intent of this Agreement for Employees to work on a Saturday at straight time to make-up for time lost during a workweek due to the observance of a recognized holiday.**

Section 3. Shift Work

Shift work may be performed at the option of the Employer. When two (2) or more shifts are worked the first (1st) shift shall work eight (8) full hours and shall receive eight (8) hours' pay. The second (2nd) shift shall work seven and one-half (7 $\frac{1}{2}$) full hours and shall receive eight (8) hours' pay. The third (3rd) shift shall work seven (7) full hours and shall receive eight (8) hours' pay.

Work done in occupied buildings by the Employer employed by owners or tenants, which constitutes remodel or repair which cannot be done during regular working hours, shall be done between the hours of 6:00 p.m. Sunday to 12:00 midnight Friday for the regular straight time rate of pay. This work shall be done only by permission of the Union, and in no case shall any member work more than eight (8) hours in any twenty four (24) hours. It is further agreed that if Laborers are required to tend any craft that is receiving premium pay, during the course of scheduled shift work, that the same shall apply to Laborers. No Laborer shall be required to work more than one (1) shift in a twenty four (24) hour period, unless the Union and the Employee provide their approval

of this action. If this action is provided, these additional working hours will be compensated at time and one-half their base applicable base of pay.

Section 4. Holidays

The eight (8) recognized holidays are as follows: **New Year's Day, Memorial Day, July 4th, Labor Day** (First Monday in September), **Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve, and Christmas Day**. All hours worked on recognized holidays will be paid for at the rate of double (2x) the base rate of pay. When a holiday falls on Sunday, the following Monday shall be observed.

Section 5. Reporting Time

(a) Employees reporting for work at their regular time, unless otherwise notified, and not put to work, shall receive two (2) hours' pay. The foregoing shall not be applicable when the Employee voluntarily quits or lays off, or is laid off by reason of bad weather, power failure or any cause beyond the direct control of the Employer, in which event he shall be paid for the time actually worked, except when the Employer requires an Employee to remain on the job.

(b) It is agreed, notwithstanding the above, that should the Employer require a Laborer, to undergo a pre-employment examination, which may include a urine, blood or other type drug or alcohol screening test, then the Reporting Time provisions of this Agreement shall apply except if the Laborer fails the pre-employment examination, then the reporting Time provisions shall not apply. It is agreed that any pre-employment examination shall be at the expense of the Employer.

(c) If an Employer lays off an Employee at the beginning of a regular work shift, the Employer will pay the Employee two (2) hours reporting pay if the Employee works less than two (2) hours prior to being laid off.

Section 6. The Employer must, at all times, provide Workman's Compensation Insurance.

Section 7. The Employer agrees to pay an Employee up to eight (8) hours time off at the Employee's regular rate of pay for time lost due to approved medical treatment or examination occurring during his/her normal scheduled workday; provided such treatment or examination is due to injury received on the job.

Section 8. Pay Day

The Employer agrees to pay Employees once each week by quitting time, on the designated and agreed day set forth for the job. Wages shall be paid in lawful money of the United States of America, or by regular payroll checks and not more than two days may be held back by the Employer unless by mutual consent. An Employer must show on check stubs or pay envelopes the name of the Employee, hours worked, rate of pay, amount of wages due and all deductions. Failure to pay Employees on time shall constitute waiting time and all waiting time must be paid for at overtime rate. All discharged Employees must be paid in full immediately. If an Employee quits of his/her free will, he/she shall wait until the next regular day to receive any wages due, at the Employer's option.

Section 9. Employer and Union Cooperation Clause

(a) The Employer recognizes that the Union has available a pool of experienced manpower and desires to provide as many workers to the jobs as possible, therefore the Employer agrees to call the Union hall initially and for each and every applicant for employment. It is understood that applicants will be referred by the Union and selected by the Employer on a non-discriminatory basis as to Union membership or non-membership. If an Employer calls for Employees before 12:00 p.m. on any day and the Union is not able to supply the Employees by at least one hour after starting time on the next working day the Employer will be free to get Employees from any source available. If the Union is unable to supply Employees and the Employer hires from another source, the Employer will request that they clear in with the Steward. If the Employee(s) do not clear in with the Steward the Employer will either provide or make available the names of the Employees who have been hired. The Employer reserves the right to call the Union and request Employees by name provided that they do so in writing to the Union. If an Employer calls after the 12:00 p.m. deadline, the Union will make every effort within forty eight (48) hours to refer an applicant. Copies of the system to be used by the Union in referring applicants will be provided to the Association.

(b) The Business Representative of the Union shall be permitted to enter and visit any part of any job at any time work is being performed to attend and transact any business of the Union. Excessive and/or abuse of this privilege shall be subject to grievance procedure.

(c) The Employer will recognize and permit the normal function of Stewards. The Steward shall not be discriminated against for performing the normal functions of a Steward.

(d) Job Stewards shall be selected from and perform the work of the Laborer's craft. The first Laborer on the job may act as Steward until such time as the Business Agent selects a Steward from among the Laborers on the job. The Business Representative will discuss with the job superintendent the appointment of a Steward. The Employer will notify the Union when discharging a Steward for just cause. The Steward will be the last Laborer on the project provided he/she is qualified to perform such work, and he/she does not replace a regular company Employee.

(e) The Employer shall furnish proper protective clothing to Employees when operations are of a hazardous nature, boots for concrete, mud and water, rain suits when required to work in rain. The Employer shall maintain safe conditions on the job at all times and shall furnish safety equipment for the protection of the Laborers. The Steward may act as safety person for the Laborers and it shall be his/her responsibility to notify the job Superintendent of any unsafe conditions. Employees shall return all such gear or pay for same before leaving job.

(f) The Employer shall provide ice water on all jobs between March 1st and November 30th in sanitary vessels or containers and same shall be kept in sanitary conditions; and shall be washed and cleansed daily. Water person or persons may be employed on large jobs where such conditions would best serve all concerned. Likewise, workers shall be allowed a dry place, adequate to the size of the job, to store lunch boxes and shelter in case of rain, etc., as provided by the Employer to other workers on the project.

(g) The Employer in requiring Employees to clean and gather up tools will allow Employees sufficient time to do so, prior to quitting time.

(h) Sanitary toilets shall be provided on all jobs and kept clean.

ARTICLE V

DUES CHECK OFF

The dues check off will be afforded the Union in accordance with the provisions of the National Labor Relations Act of 1947, as amended. The Employer, after having received the Employee's signed withholding authorization, shall withhold dues from the earnings each pay period and shall remit same to the designated depository. Such deductions shall be in the amount as specified by the Local Union and/or District Council effective through the life of this Agreement. The Union will send all dues check off slips to the Employer's home office, or if so requested, to specified locations. The Employer shall recognize the referral slips containing dues deduction authorization as a legal dues deduction.

ARTICLE VI

INDEMNIFICATION

The Union agrees to protect the Employers who are members of the *North Texas Contractors Association* (NTCA) and indemnify them against financial loss for any loss sustained in abiding by the dues check off and hiring hall provisions of this Agreement, where the Employer's action is at the request of the Union. The Employer agrees to protect the Union and indemnify them against financial loss for any loss sustained by them in abiding by the dues check off and hiring hall provisions of this Agreement where the Union's action is at the request of the Employer.

ARTICLE VII

LABORERS' NATIONAL PENSION FUND

For the purpose of continuing pension benefits for Employees covered by this Agreement the Employer will pay an amount per this Agreement for Employees covered by this Agreement into the *Laborers' National Pension Fund*. It is agreed that such Fund shall be established and administered in accordance with all laws and regulations pertaining thereto and that the Agreement and Declaration of Trust shall become a part of this Agreement as though included herein in its entirety. This provision shall be in effect for the life of this Agreement unless otherwise agreed by the parties hereto.

ARTICLE VIII

SOUTH CENTRAL LABORERS' TRAINING AND APPRENTICESHIP FUND

For the purpose of providing additional trained Employees, it is hereby agreed that the Employer pay an amount per this Agreement into the *South Central Laborers' Training and Apprenticeship Fund*. All funds paid into the Fund shall be used exclusively for the purpose of training as provided by the Trustees in control. It is agreed that such fund shall be established and administered in accordance with all laws and regulations pertaining thereto and that the Agreement and Declaration of Trust governing the Fund shall become a part of this Agreement as though printed herein in its entirety.

ARTICLE IX

NORTH CENTRAL TEXAS LABORERS' HEALTH AND WELFARE FUND

For the purpose of continuing Health & Welfare benefits for Employees covered by this Agreement the Employer will pay an amount per this Agreement into the *North Central Texas Laborers' Health and Welfare Trust Fund*. A copy of the Trust Agreement and Declaration of Trust shall become a part of the Agreement as if appearing herein at length. Any Local Union affiliated with the Texas Laborers' District Council upon request shall be admitted for participation in the Fund, subject to the approval of the Trustees, provided that they are covered by an Agreement that requires contributions into a Health and Welfare Fund. The Trustees of the Health and Welfare Fund shall, among other things, have the authority to determine the type and amount of benefits to be provided, the eligibility rules governing entitlement to benefits and whether and to what extent benefits are to be provided for dependants of covered Employees.

ARTICLE X

PAYMENT OF FRINGE BENEFITS

With the exception of the Pension Fund contribution remittance, the Employer shall have the option of combining off of the other payments required above and making payment with one check.

ARTICLE XI

BONDING

When an Employer is more than twenty days late in making timely contributions to the Health and Welfare, Pension, or the Training Fund, and has been notified in writing by the administrator(s) of said Funds, the Employer shall be considered delinquent. In that event, the Union shall not permit any member to continue work for the Employer until the Employer pays all delinquent contributions and posts a five thousand dollar (\$5,000) surety bond to insure future timely payments to said Funds.

In the further event, if the Employer becomes delinquent for the second time, and has been notified in writing twice, the third notice shall be sent certified mail by the administrator(s) of said Fund(s) and upon receipt of same the Employer shall be considered in default. If the Employer has not paid all delinquent contributions within ten (10) days after receipt of the certified mail notice, the five thousand dollars (\$5,000) surety bond will be forfeited and applied as partial payment of contributions owed to said fund(s). Also, the Union shall not permit any member to continue to work for a delinquent Employer until the Employer pays all delinquent contributions and furnishes an additional surety bond in the amount of ten thousand dollars (\$10,000) to insure future timely payments to said Funds. All surety bonds must be in triplicate form with the copy being supplied to the fund administrator(s), the North Texas Contractors Association, and the Texas Laborers' District Council.

ARTICLE XII

GRIEVANCE PROCEDURE

Section 1. Should differences arise between an Employer and its Employees, or the Union, with respect to any of the terms or provisions covered by the Agreement, there shall be no suspension of work, but an earnest effort shall be made to settle such differences promptly in the manner hereinafter set forth. The prohibition against suspending work shall not apply to the second grievance filed against the Employer concerning the same identical alleged violation.

Section 2. The term "grievance" as hereinafter used in this Agreement shall mean an alleged violation of the terms or provisions of this Agreement or differences of opinion as to an interpretation and/or application of the terms or provisions of this Agreement when reduced to writing. The written grievance shall contain a full and complete statement by the complaining party of the facts on which it is based, the clause of the Agreement claimed to have been violated, the date and time of the occurrence if known, and the remedy or correction desired. All grievances must be filed within five (5) working days after the incident on which the alleged violation of the Agreement occurred. Grievances shall be signed by the aggrieved Employee and/or a principle officer of the Union, except that grievances filed by the Union shall be signed by the Business Manager of the Texas Laborers' District Council and grievances filed by an Employer shall be signed by an authorized representative of the firm.

Section 3. Step One

In handling a request or complaint an Employee and / or the Steward or Business Representative may take up the request or complaint with the Employer's representative. The Employer's representative shall give an answer to the request or complaint within two (2) working days after presentation. A request or complaint by an Employer may be presented to the Business Representative of the Union. The Business Representative shall give an answer to the request or complain within two (2) working days after presentation.

Section 4. Step Two

If the request or complain is not settled in *Step One*, the complaining party may refer it in writing to an authorized representative of the firm or the Texas Laborers' District Council (TXLDC), as the case may be, within five (5) working days after an answer is given in *Step One*. The TXLDC Business Manager or his/her designee and an authorized representative of the firm shall meet and attempt to settle the grievance. In the event the Business Representative and the authorized representative of the Employer are unable to settle the grievance, a written answer to the grievance, signed by the authorized representative of the Employer or the TXLDC Business Manager, as the case may be, shall be due within five (5) working days after receipt of the written grievance. If the answer is not satisfactory, the grievance shall be considered unadjusted and may be presented to a Joint Grievance Committee.

Section 5. Step Three

The Joint Grievance Committee shall be composed of three Employer representatives selected by the Association and three Union representatives selected by the Union. A grievance which is not settled in Step Two shall be submitted in writing to the Joint Grievance Committee within five (5) days after an answer has been given in *Step Two* unless this time limit is extended by both parties.

A meeting of the Joint Grievance Committee shall be scheduled within forty eight (48) hours after receipt of such written notice. The Joint Grievance Committee shall have full power to investigate the grievance and by a majority vote, render a final and binding decision.

Section 6. Step Four

(a) In the event the members of the Joint Grievance Committee cannot reach a satisfactory settlement, then within five (5) working days thereafter the grievance may be submitted by one or both parties to arbitration, and if not submitted to arbitration within such limitation shall be considered settled.

(b) The Joint Grievance Committee may select an Arbitrator by mutual agreement to hear and render a decision in each case submitted to arbitration. In the event the Joint Grievance Committee fails to agree to an Arbitrator within forty eight (48) hours, they shall request the Federal Mediation and Conciliation Service (*FMCS*) to furnish a list of five (5) names from which they shall select an Arbitrator within five (5) working days from receipt of the list, by agreement, or failing to agree by alternately striking names from the list. The Arbitrator selected shall conduct a hearing as expeditiously as is possible and shall render a decision promptly.

(c) The Arbitrator shall not have jurisdiction to arbitrate new provisions or new clauses into this Agreement, nor to add to, nor to modify, nor to arbitrate away in whole or in part any provisions of this Agreement. The Arbitrator's decision shall be binding on the Employer and the Union.

(d) The expense of arbitration, including the fee of the Arbitrator, but not the legal expense, shall be borne equally by the Employer and the Union

ARTICLE XIII

WAGE RATES AND CLASSIFICATIONS

Section 1. Effective the first full payroll period on or after May 1, 2001, and each succeeding May 1st date, as the case may be, the following wage rates shall apply when Employees covered by this Agreement are performing the work indicated:

LABORER CLASSIFICATION

A Laborer is an individual who can demonstrate at least two thousand (2,000) hours of work experience; and successfully completes a *South Central Laborers' Training and Apprenticeship Fund* sponsored OSHA Ten Hour Safety course by **May 1, 2002**. After May 1, 2002, a Laborer not acquiring the required Safety Course will be considered a Trainee Laborer and compensated accordingly per this Agreement, until such time he or she successfully completes the required training course.

<u>Effective Date</u>	<u>Base</u>	<u>Pension</u>	<u>Health</u>	<u>Trng.</u>	<u>LECET</u>	<u>NTCA</u>	<u>Add. * Fringes</u>	<u>Total</u>
May 1, 2001	11.33	.60	.90	.10	.02	.06	0	\$13.01
May 1, 2002	11.63	.60	.90	.10	.02	.06	.10	\$13.41
May 1, 2003	11.93	.60	.90	.10	.02	.06	.20	\$13.81
May 1, 2004	12.23	.60	.90	.10	.02	.06	.30	\$14.21
May 1, 2005	12.23	.60	.90	.10	.02	.06	.30	\$14.21
May 1, 2006	12.23	.60	.90	.10	.02	.06	.30	\$14.21

JOURNEYMAN LABORER CLASSIFICATION
(Effective May 1, 2005)

A Journeyman Laborer is an individual who, on or by May 1, 2005, has obtained and can provide evidence of at least four thousand (4,000) hours of work experience and the successful, verifiable completion of a minimum of two hundred forty (240) certified training hours conducted by the *South Central Laborers' Training and Apprenticeship Fund*.

May 1, 2005	13.50	...	to be determined...			.06		\$15.48
May 1, 2006	<i>Wage Opener**</i>							

* Additional Fringes – Effective **May 1, 2002, May 1, 2003 and May 1, 2004** there shall be a ten cents (\$.10) per hour increase allocated per the discretion of the Union, to any of the following four existing Funds as set forth in the Agreement: Pension, Health and Welfare, Apprenticeship and Training, and LECET.

** Negotiations for the May 1, 2006 *Wage Opener* shall commence after sixty (60) days advance written notice is provided by the Union.

CONSTRUCTION SPECIALIST / ENVIRONMENTAL LABORER CLASSIFICATIONS

A premium of one dollar forty cents (\$1.40) per hour above the Laborer hourly wage rate shall apply for those operating all power equipment - gas, electric, air or diesel; burners and/or Cutting Torch Workers; Mortar Mixers. Except as provided herein the utilization of the *Construction Specialist / Environmental Laborer* is at the exclusive option of the Employer.

CONCRETE SPECIALIST CLASSIFICATION

A premium of two dollars fifty cents (\$2.50) per hour above the Laborer hourly wage rate shall apply for identified as a *Concrete Specialist*.

TRAINEE LABORER CLASSIFICATION

- a. Definition – A *Trainee Laborer* is an individual who possesses less than two thousand (2,000) hours of demonstrated work experience.
- b. Ratio – *Trainee Laborers*, including *Part Time Summer Employees* (see page 11), shall not exceed thirty (30%) percent of the Employer's *Laborer* work force.
- c. Duties – *Trainee Laborers* will perform any work assigned to the Laborer's jurisdiction that the Employer deems he/she is capable of performing.
- d. Referral – *Trainee Laborers* will be called through the hiring hall only and all *Trainee Laborers* must spend no less than two (2) hours in an orientation procedure at the Local Union office. All will be identified by the word "Trainee Laborer" stamped across their referral slip; without this slip, Employees will not be considered a *Trainee Laborer*.
- e. Under no circumstances shall the *Trainee Laborer* classification be used to replace any Laborers on the payroll of the employing Employer from the effective date of this Agreement.
- f. The Employer and the Union agree that a Laborer, who is laid off or who is out of work, may request from the Local Union office to be referred for employment as a *Trainee Laborer*.
- g. **Trainee Laborer Wages** – Effective May 1, 2001, the following wage rates apply to the *Trainee Laborer* classification for the duration of this Agreement:

<u>Effective Date</u>	<u>Base</u>	<u>Pension</u>	<u>Health</u>	<u>Trng.</u>	<u>NTCA</u>	<u>Total</u>
May 1, 2001	\$8.75	.10	.90	.10	.06	\$9.91

Section 2. Per Diem Rate

If an Employee is required to work at a jobsite more than seventy five (75) miles, one way, from the Local Union's offices, then a twenty five dollars (\$25.00) per diem rate shall apply.

Section 3. Foremen & General Foremen Rates

Foremen shall be employed at the discretion of the Employer. All Foremen shall receive one dollar (\$1.00) per hour above base rate. General Labor Foremen shall receive two dollars (\$2.00) per hour above base rate. All Foremen shall come from the Laborers' craft; and the parties to this Agreement encourage the utilization of Foremen.

Section 4. Part Time Summer Employees

Any Employee who falls under this classification shall be required to meet the same terms and conditions for employment as all other Employees. It is hereby understood and agreed that the part time summer Employee classification shall only exist from May 1st to September 1st of each year. In order to keep accurate records, it is hereby agreed that all part time Employees will be cleared through the hiring hall and receive a referral before going to work. Part time summer Employees shall be compensated at the rate of a Trainee Laborer.

Section 5. Drilled Pier Holes

Should the Employer require drilled pier holes to be cleaned out, then the Laborers so engaged in such work shall receive twenty five cents (\$.25) per hour over their normal rate of pay.

ARTICLE XIV

CRAFT JURISDICTION

Section 1. The Employer agrees to assign the work as set out below to Employees represented by the Union.

Section 2. Nothing in this Article shall be construed that this is the only work jurisdiction the Laborers claim to be in their jurisdiction. Due to the substantial scope of the Laborers' work jurisdiction, it is impossible to cover every aspect of the Laborers' work jurisdiction in this Agreement, including when new developments and techniques are introduced that could add other phases to this work jurisdiction. It is also understood that the Employer shall have the right to assign work where there could be an overlapping or duplication in any existing collective bargaining agreement.

Section 3. The Employer shall, upon written request, make the assignment in writing on the Employer's official letterhead, in the event there is neither a clear decision of record from an Impartial Jurisdictional Disputes Board or if more than one craft claims the work assignment.

Section 4. All types of concrete work, hand digging dirt work and backfilling; firing of salamanders, loading and unloading of materials to and from hoist or cages; loading and unloading of tools and equipment; wheeling, placing and pouring of concrete, all excavation; handling of lumber, steel, cement; distribution of materials; flagging trucks; miscellaneous job clean up, wrecking and razing of buildings and all structures; cleaning and clearing of all debris, water persons, handling of broken concrete or other damaged or undamaged materials to storage place; slip form jacks scaffold builders, checking materials and tools in and out of receiving lots and sheds; Tool House Workers, Landscaper, Asphalt Ironer and Raker, Water-Proofing Tender; Dumper; Spotter; concrete pumpcrete pipe (handling and laying), Carpenter Tender. All power tools and equipment operators (gas, electric or air); Cutting Torch Worker; Concrete Graders; Power

Buggy Operator; Wagon Drill Operator, Well Driller, Drilling Rig Tender; Cement Finisher Tender; Metal Pan and Steel Form Persons; handling creosoted materials; liquid acids or like materials when injurious to health, eyes, skin, or clothes; all newly developed equipment which replaces wheelbarrows or buggies previously used by laborers, scale workers on batch plants; Concrete Flagmen. Concrete and clay pipe (Handling & Laying); Tile Marble Terrazzo Helpers, Mason Handler; Scaffold Builder, Mason Tender; Hod Carriers; Mortar Mixer; Lather Tenders; Plaster Tenders, Water Pump Operators up to four (4) inches, Cement Mason Tenders; Mortar Mixers, Hod Carriers; Dry Mixers, Kettle and Pot Persons; tank cleaning; all pipe doping, treating, and wrapping, including all persons working with dope, mortar and plaster mixing machines, grout machines; pump crete machines, gunite mixing machines; including placing and cleaning of pipe and conduits used in placing of concrete, handling and placing of gunite materials from stockpiles, screening sand, running sand dryer and loading and operating sand blaster, conveying, stocking and handling of all materials for brick masons, lathers, cement finishers, plasterers; ditch work and cleaning out drill piers. Sand Blaster, Blaster Powderman; Gunite Worker; Gunite Nozzleman and Terrazzo Grinder.

ARTICLE XV

SHAFT, TUNNEL AND CHIMNEY STACK WORK

The Employer and the Texas Laborers' District Council agree that if during the life of this Agreement there is any Shaft, Tunnel Construction or Chimney Stack Construction, then, the Employer and the Union will meet in pre-job conference to establish and negotiate wages, hours of employment, benefits and other items and conditions for this type of work.

ARTICLE XVI

SAVINGS CLAUSE

It is not the intention of either party to violate any State or Federal law and all language used in the Agreement where susceptible to more than one meaning, shall be interpreted in a manner consistent with law. If any clause, sentence or article shall be interpreted as being contrary to law, sentence or article shall be interpreted as being contrary to law, such clause, sentence or article shall be automatically eliminated and the remaining portions of the contract shall continue in full force and effect. Each of the persons executing this Agreement on behalf of either the Employer or the Union hereby warrants his/her authority to execute this Agreement and to bind the respective parties on whose behalf he/she signs.

ARTICLE XVII

GENERAL PROVISIONS

Section 1. The Employer and the Union each agree that they will attempt to work together in a spirit of harmony and cooperation without asserting unjust claims, demands or harassment during the term of this Agreement.

Section 2. The parties agree that when an Employee is sent to a job and is accepted as an Employee, he/she shall remain in Employer's employ and subject to the Employer's control until such time as his/her work is terminated by the Employer or he/she quits of his/her own volition.

Section 3. It is expressly understood that any wage increases now and in the future can be applied to any existing fringe benefits, excluding vacation, as mutually agreed to by the Boards of Trustees of the particular Funds on which the Employer representatives are appointed by North Texas Contractors Association.

Section 4. The Employer will exert every effort to notify the Union, in advance, of any new projects and of the workforce requirements, including Employee classifications desired. Pre-job conferences are encouraged.

ARTICLE XVIII

WORK DONE UNDER COMPRESSED AIR

Work done under compressed air is hereby separated or excluded from other classifications and rates of pay herein listed as well as working conditions, etc., therefore work done under compressed air is and shall be covered by a separate and distinct set of rules, classifications and hourly rates of pay not herein mentioned by which may be attached hereto.

ARTICLE XIX

SAFETY

Employees must comply with all applicable federal and state safety laws. Safety equipment must be worn and/or used by employees. Employees must observe all project safety, housekeeping and/or sanitary regulations. Employees found in violation of the above conditions after being warned are subject to immediate discharge.

ARTICLE XX

EQUAL EMPLOYMENT OPPORTUNITY

The Union and the Employers hereby agree that equal opportunity for employment shall be afforded all persons regardless of age, race, sex, creed, color or national origin, and in compliance with all civil rights legislation and Executive Orders applicable thereto.

ARTICLE XXI

MANAGEMENT RIGHTS

Except as otherwise restricted, modified or limited by the provisions of the agreement, all rights and functions pertaining to the conduct and management of the Employer's business, are vested exclusively in the Employer. Conduct and management of the business includes but is not limited to the right to plan, direct and control all operations, to hire, to assign Employees to work, transfer Employees from one project to another, adjust the working personnel to the work load on the respective project, to terminate Employees, to implement applicable safety rules and testing for drug and alcohol abuse on a non-discriminatory basis, to introduce new or improved methods or equipment to conduct the work or to change existing methods and the right to enforce new methods and rules that will assist to carry out the functions of management.

ARTICLE XXII

UNION REFERRALS

Any applicant referred for employment by the Union shall meet the requirements of the Immigration Reform and Control Act of 1986. This does not relieve the Employer from its legal obligations.

ARTICLE XXIII

NORTH TEXAS CONTRACTORS ASSOCIATION

It is mutually recognized that the *North Texas Contractors Association* (NTCA) serves as a multi-employer bargaining agent for work performed in the jurisdiction of the Texas Laborers' District Council on behalf of Laborers' Local Union No. 648. Furthermore, it is agreed that the rate set forth in Article XIII of this Agreement shall be contributed to the North Texas Contractors Association for each hour worked by any Employee covered under the terms and for the duration of this Agreement.

ARTICLE XXIV

OHIO VALLEY AND SOUTHERN STATES LABORERS-EMPLOYERS COOPERATION AND EDUCATION TRUST

Section 1. The Employer and the Union recognize that they must confront many issues of mutual concern, which are more susceptible to resolution through labor-management cooperation than through collective bargaining. The Employer and the Union also recognize that workers, as well as business, mutually benefit from labor-management cooperation. In order to seek resolution of these mutual concerns and to advance mutual interests through labor-management cooperative efforts, the Employer and the Union agree to participate in the labor-management cooperation trust fund described herein which is established in accordance with Section 302(c)(9) of the Taft-Hartley Act.

Section 2. The Employer shall contribute to the *Ohio Valley and Southern States Laborers-Employers Cooperation and Education Trust* (LECET) the amount set forth in Article XIII for each worked by each Employee working under the terms and for the duration of this Agreement. The Employer shall submit all contributions to LECET in a manner and at such time as LECET shall designate; however, it is agreed for practical purposes, Employers may remit the contributions along with the required contributions to other existing trust funds set forth in this Agreement. The Employer and the Union hereby adopt the Agreement and Declaration of Trust establishing the *Ohio Valley and Southern States Laborers-Employers Cooperation and Education Trust*, a copy which has been provided to each.

ARTICLE XXV

DURATION

This Agreement shall take effect May 1, 2001 and shall remain in force and effect through April 30, 2007. Thereafter, this Agreement shall continue in full force and effect from year to year unless either party hereto shall notify the other in writing of its desire to change, cancel, or modify this Agreement and the notice is received by the other not less than ninety (90) days prior to April 30, 2007. Negotiations concerning a new Agreement shall commence not later than thirty (30) days prior to the expiration date.

AGREED TO THIS 17th day of August 2001.

**TEXAS LABORERS' DISTRICT
COUNCIL of the LABORERS'
INTERNATIONAL UNION OF
NORTH AMERICA**

**NORTH TEXAS CONTRACTORS
ASSOCIATION**



Signature



Signature



Signature



Signature



Signature

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