

SAMPLE



**NATIONAL
AGREEMENT**

between

**INTERNATIONAL UNION
OF OPERATING
ENGINEERS, AFL - CIO
LABORERS'
INTERNATIONAL UNION
OF NORTH AMERICA,
AFL - CIO**

and

**a MEMBER of the
ASSOCIATION OF
DRILLED SHAFT
CONTRACTORS, INC.**

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PREAMBLE

THIS AGREEMENT is entered into this ___ day of ___, 19___, by and between the INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO, and the LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO, for and on behalf of its affiliated Local Unions and District Councils (hereinafter referred to as the "Union") and

a member of the ASSOCIATION OF DRILLED SHAFT CONTRACTORS, INC. (hereinafter referred to as the "EMPLOYER").

ARTICLE I DURATION

The provisions of this Agreement shall continue in full force and effect from the date of signing thereof for a period of twelve months and thereafter from year to year until terminated or modified at the option of either party, sixty (60) days prior to the anniversary date of this Agreement, or any subsequent anniversary date.

ARTICLE II SCOPE

This Agreement shall be in effect within the boundaries of the United States of America, and its possessions and territories.

This Agreement shall cover all work performed by the EMPLOYER or its successor or assigns in the Drilled Shaft industry. Joint venture construction projects in which the EMPLOYER is a sponsor or managing partner shall be covered by this Agreement.

ARTICLE III UNION RECOGNITION

The EMPLOYER hereby recognizes and acknowledges the UNION as the exclusive bargaining representative of all employees performing work covered by this Agreement with respect to wages, hours and all other terms and conditions of employment. The work covered by this Agreement includes, but is not limited to:

- (a) the loading and unloading of drilling**

machines, drilling tools, casing and accessories; (b) the assembly and disassembly of drilling machines, drilling tools and accessories; (c) the maintenance and repair of drilling machines, drilling tools and accessories; (d) the spotting, aligning and plumbing of the drilling machines and drilling tools; (e) the attaching and removing of drilling tools and accessories; (f) the hooking and unhooking of service lines or other hoisting facilities; (g) 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 (h) the general cleanup and housekeeping of the work site, drilling machines, drilling tools and accessories.

ARTICLE IV

UNION SECURITY AND CHECKOFF

4.1 All present employees of the EMPLOYER who are members of the UNION on the effective date of this Agreement shall remain members of the UNION, in good standing, as a condition of continued employment. All employees who are hired hereafter shall become and remain members of the UNION, in good standing, as a condition of continued employment no later than the eighth (8th) day following their date of hire, or the effective date of this Agreement, whichever occurs later.

4.2 Section 1 of this Article shall not be applicable in a State in which its application is prohibited by law. However, when work covered by this Agreement is to be performed in such State, upon property of the United States Government as to which the provisions of the applicable State Statute prohibiting the implementation of Section 1 of this Article are inapplicable, all employees covered by this Agreement who are performing work on such property shall be required, as a condition of continued employment on such property, to obtain membership in the UNION no later than the eighth (8th) day following the beginning of such employment, or the effective date of this Agreement, whichever occurs later, and maintain such membership in the UNION while so employed.

4.3 If an agency shop clause is permissible in the State where the provisions of this

Article requiring UNION membership as a condition of continued employment are prohibited, the following provisions shall be in effect:

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

B. Membership in the UNION is separate, apart, and distinct from the assumption by an employee of his equal obligation to the UNION insofar as he receives employment benefits equal to those received by other employees. The UNION is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally, without regard to whether or not an employee is a member of the UNION. The terms of this Agreement have been made for all employees in the bargaining unit, and not for members of the UNION only. Accordingly, it is fair and equitable that each employee in the bargaining unit assume his fair share of meeting the UNION'S costs and expenses in serving as the exclusive bargaining representative.

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

4.4 Upon the written request of the UNION, the EMPLOYER shall be required to terminate the services of any employee who is in violation of any applicable provision of this Article; provided, however, that the EMPLOYER shall not be obligated hereun-

der to discharge any employee for non-membership in the UNION until such time, as such employee can be, and is replaced with a qualified employee.

4.5 The EMPLOYER agrees to deduct from the pay of employees and remit to the appropriate Local Union or District Council, all deductions authorized by the employees, pursuant to a voluntary, written authorization provided to the EMPLOYER, which is signed by each employee and is in a form consistent with applicable law.

ARTICLE V HIRING

5.1 The EMPLOYER agrees to comply with the hiring provisions set forth hereinafter, subject to the foregoing:

"The UNION recognizes the right of the EMPLOYER to bring with him a limited number of key men. Key men shall generally include the EMPLOYERS regular drilling foreman, drilling machine operator and drill laborer normally performing as a team on truck or crane-mounted drilling machines. Key men shall mean those employees who are regularly and customarily employed by the EMPLOYER whenever he has work, who, because of their special skill, knowledge, and experience are considered necessary by the EMPLOYER to the efficient performance of the work to be done under the national agreement. This number and classification shall be a subject for discussion and mutual agreement at the Pre-Job Conference."

5.2 All employees other than "key men" shall be hired in accordance with any exclusive hiring hall system being operated by the Local Union or District Council in the area. The EMPLOYER agrees to rely upon such hiring hall as the exclusive source of applicants for employment and to conform to and be bound by its provisions, including, but not limited to the requisite posting and recognition of the Appellate Procedure contained therein, provided such procedures meet State and Federal laws and are not inconsistent with this Agreement.

5.3 In the event the Local Union agrees to serve as the exclusive source of supply for such additional employees, the EMPLOYER and the Local Union shall bargain out lawful objective standards, based upon local needs and conditions, to be employed in the referral

of applicants for employment. Such standards shall be reduced to writing and posted in places where notices to employees and applicants for employment are customarily posted, together with all other provisions relating to the functioning of the hiring arrangement, specifically including the EMPLOYER's right to reject for cause; and all referrals will then be made in accordance with the aforesaid procedure and on a non-discriminatory basis.

5.4 The selection of applicants for referral shall be on a non-discriminatory basis and shall not be based on or in any way affected by UNION membership, by-laws, rules, regulations, constitutional provision or any other aspect or obligation of the UNION memberships, policies, or requirements.

5.5 The EMPLOYER may reject applicants for cause. The EMPLOYER shall be the sole judge of the competency and qualifications of individuals referred by the UNION, and the number of workers required at any time. The EMPLOYER shall have the right to hire and discharge in accordance with this Agreement.

5.6 The parties to this Agreement agree to comply with all requirements of Federal and State laws, Executive Orders, and other rules and regulations governing civil rights to insure that there will be no discrimination in employment because of race, religion, age, sex, or national origin.

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

ARTICLE VI

PRE-JOB CONFERENCE

6.1 The EMPLOYER agrees that prior to commencing any work covered by this Agreement it shall immediately notify the

UNION. The International Unions will determine the Local Union or District Council having jurisdiction over the work involved and will have appropriate Local Union or District Council and International Representative in attendance.

6.2 Prior to such pre-job conference, the EMPLOYER shall notify the UNION of the following:

- a. Location of job site;
- b. Approximate starting date and duration;
- c. Type of job;
- d. Approximate manpower requirements.

6.3 At the pre-job conference, the following matters shall be discussed and resolved:

- a. Work assignments;
- b. Wages, hours, and conditions;
- c. Shift work;
- d. Safety, health hazards, and accident prevention.

6.4 Unresolved issues shall be subject to the provisions of the grievance and arbitration article. (ARTICLE XII).

6.5 The Local Union or District Council shall furnish the EMPLOYER with copies of the applicable local or area collective bargaining agreement, together with information relative to availability of qualified manpower and other pertinent matters.

ARTICLE VII

WAGE AND FRINGE BENEFITS

7.1 When the EMPLOYER enters an area where wages, working conditions and fringe benefits affecting employees have been negotiated and legally established pursuant to bona fide collective bargaining, the EMPLOYER will be presented with such evidence by the UNION and the EMPLOYER will, subject to the provisions of this agreement, conform his operations accordingly. Subject to the terms of local Trust Fund Agreements it shall be the general intent that the fringes shall follow the employee.

7.2 After the EMPLOYER's operation has commenced in any particular area, no subsequent change in wages or working conditions in such area will become effective insofar as the EMPLOYER is concerned, except to the extent that any such change in wages or working conditions shall have been agreed

upon and in accordance with the effective date agreed upon in negotiations between the local union having jurisdiction over the area and a recognized bargaining agent of contractors in such area and no conditions shall be imposed thereby other than those enforced on local firms.

7.3 Notwithstanding the provisions of Section 2, no wage increases or other contract changes shall be effected until approved by CISC or any successor agency requiring such approval.

7.4 The EMPLOYER will pay the specified contractual rate for all classified jobs, including overtime when appropriate. No guarantees of overtime nor any other requirement in addition to the aforesaid shall be paid.

7.5 The EMPLOYER shall pay only fringe benefit funds for employees (such as pension, health and welfare, training, vacation) that have been legally negotiated and established by a local collective bargaining agreement. Industry promotion funds, for purposes of this Agreement, are not considered fringe benefits, and need not be paid by the EMPLOYER. Where the local agreement provides for lump sum payments for fringe benefits, funds and industry promotion funds, the EMPLOYER shall not be compelled to pay the lump sum payment but shall only pay the hourly amount covering the fringe benefit and training portion of the payment. The EMPLOYER shall not be required to comply with the bonding requirement if provided for in local agreements.

ARTICLE VIII

MANAGEMENT

8.1 The selection of craft foremen and general foremen shall be entirely the responsibility of the EMPLOYER, it being understood that in the selection of such foremen, except in the case where a foreman is included in the "key men", the EMPLOYER will give primary consideration to the qualified men available in the local area. After giving such consideration, the EMPLOYER may select such men from other areas. Foremen and general foremen shall take orders from individuals designated by

the EMPLOYER.

8.2 There shall be no limit on production by workmen nor restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any of the work of the trade and shall work under the supervision of the craft foremen. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations, provided, however, legitimate manning practices that are a part of national or local agreements shall be followed. EMPLOYER will not be obligated to "match" "key men" with men from the local union.

8.3 Security procedures for control of tools, equipment and materials are solely the responsibility of the EMPLOYER.

8.4 Workmen shall be at their place of work at the starting time and shall remain at their place of work performing their assigned functions under the supervision of the EMPLOYER until the quitting time. The parties reaffirm their policy of a fair day's work for a fair day's wage.

8.5 Practices not a part of terms and conditions of collective bargaining agreements will not be recognized.

8.6 Slowdowns, standby crews and featherbedding practices will not be tolerated.

8.7 A steward shall be a qualified workman performing work of his craft and shall exercise no supervisory functions. There shall be no non-working stewards.

8.8 There shall be no illegal strikes, work stoppages or lockouts.

8.9 When a local union does not furnish qualified workmen within twenty-four (24) hours (Saturdays, Sundays and holidays excluded), the contractor shall be free to obtain workmen from any source.

8.10 It is agreed that overtime is undesirable and not in the best interests of the industry or the craftsmen. Therefore, except in unusual circumstances, overtime will not be worked. Where unusual circumstances demand overtime, such overtime will be kept at a minimum.

8.11 If the EMPLOYER so elects, he may work shift work at the rate negotiated and established in the local collective bargaining agreement. If the local collective bargaining agreement does not contain shift work provisions, the EMPLOYER may work shift

work in accordance with Article XIV (14.1), of this Agreement. The EMPLOYER shall determine the number of men to be assigned to each of the shifts as established.

8.12 If the EMPLOYER participates in local or area construction negotiations or assigns its bargaining rights to the local employer bargaining group, the UNION reserves the right to take economic recourse in the event of a strike against local contractors. The EMPLOYER waives all rights under this Agreement in the territory covered by such local or area agreement for the duration of such Agreement.

8.13 If an area work stoppage occurs because of a breakdown in the negotiating of a new Local Union Agreement, the EMPLOYER may elect to proceed with his work provided the EMPLOYER notified the Local Union and International Union by letter or telegram prior to the expiration of the local agreement. When the EMPLOYER elects to proceed with his work, the EMPLOYER will not participate in the negotiations of the new local agreement. Once the EMPLOYER has made such election, he must continue to work. If the EMPLOYER elects to work through an area economic strike and gives the notice required herein, the UNION will not engage in an economic strike at the EMPLOYER's job sites covered by this Agreement. The EMPLOYER agrees to pay the new wage rates and fringe benefits retroactively to the effective date of the new agreement. If no economic strike occurs, retroactivity will be in accordance with the terms of the new agreement. If the EMPLOYER does not elect to work through a local economic strike as provided herein, then in that event the UNION is free to take the economic action it desires in support of the UNION's local bargaining endeavor and the EMPLOYER is similarly free to take the economic action it desires in support of the negotiations by the local EMPLOYER bargaining group.

ARTICLE IX

SAFETY

Safety rules and regulations which have been jointly established under the applicable

local collective bargaining agreement, and those which have been established pursuant to Federal and state laws and regulations, shall be adhered to at all times. The EMPLOYER shall, at all times, conform his operation to such safety requirements. Where safety or protective clothing is required, Employees shall be obligated to wear same.

ARTICLE X

PRODUCTIVITY

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

10.2 Both the EMPLOYER and the UNION recognizes the mutual value of improving by all proper and reasonable means the productivity of the individual workman and both will undertake, individually and jointly, to promote and enforce such increased productivity in order to enhance the best interests of the industry.

10.3 There shall be no limitations imposed to the amount of work an employee shall perform during his working day. There shall be no restriction with respect to the use of machinery, tools, or appliances. There shall be no restriction with respect to the use of any raw or manufactured materials, except prison made.

ARTICLE XI

UNION REPRESENTATION

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

11.2 Stewards shall be working employees appointed from employees employed by the EMPLOYER on the job site, by the Local Union or District Council who, in addition to their regular duties as employees, shall be permitted to perform UNION duties during working hours. The UNION agrees that such

duties shall be performed as expeditiously as possible, and the EMPLOYER agrees to allow such stewards a reasonable amount of time for the performance of such duties.

ARTICLE XII

GRIEVANCE PROCEDURE AND ARBITRATION

12.1 All disputes or grievances involving or arising out of the interpretation or application of the provisions of this Agreement, shall be settled in the following manner:

STEP 1 - The first attempt to settle any such grievance shall be made at the job level between the representative of the Local Union or District Council involved and the EMPLOYER's representative.

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

STEP 3 - If, after referral to STEP 2, the dispute or grievance remains unresolved, the matter may then be referred to arbitration by either party, upon written notice to the other. If the parties are unable to agree upon an arbitrator, application may be made by either party to the Federal Mediation and Conciliation Service for a panel of five (5) arbitrators, upon receipt of which, both parties shall immediately, alternately strike names until the last name remains, which person shall be designated as the arbitrator. The decision of the arbitrator shall be rendered no later than fifteen (15) days from the date of submission and shall be final and binding upon the EMPLOYER and upon the UNION and its members.

12.2 The UNION and the EMPLOYER shall bear their respective costs of the arbitration procedures separately. The fees of the

arbitrator shall be shared proportionately between the UNION and the EMPLOYER.

12.3 The decision of the arbitrator may be made a judgment of any Court having jurisdiction of the parties.

ARTICLE XIII

NO STRIKE - NO LOCKOUT

13.1 The parties agree that there shall be no strike or lockout over any dispute or grievance subject to the grievance procedure provided for herein. The parties agree not to recognize third party pickets.

13.2 The UNION agrees that, should there be any form of unauthorized strike during the life of the Agreement, it will exert every effort to terminate the strike, publicly proclaiming that the strike is illegal and unauthorized and publicly advising the employees to return to work immediately.

13.3 In consideration of the commitments made by the UNION in the above paragraphs of this Article, the EMPLOYER agrees that it will not hold the UNION responsible for any form of unauthorized strike so long as the UNION observes those commitments in good faith.

13.4 Any work jurisdiction dispute shall be settled in the following manner:

STEP 1 - The first attempt to settle any such dispute shall be made at the job site between the Representatives of the Local Unions or District Council involved and the employer's representatives.

STEP 2 - If said dispute is not settled at the job site within three (3) days, it shall then be referred to the General Presidents of the Unions or their designated representatives for settlement. If the dispute is not promptly settled on this level, the work shall continue as originally assigned by the employer.

ARTICLE XIV

SHIFT WORK, OVERTIME AND HOLIDAYS

14.1 When the local collective bargaining agreement does not contain shift provisions, the following shift work provisions shall apply. Shifts shall be established for a minimum of five (5) days. When two (2) or three (3) shifts are worked, the first or day shift shall be established on an eight (8) hour basis, the second shift shall be established on a seven and one-half (7-1/2) hour basis, the third shift shall be established on a seven (7) hour basis. The pay for the second and third shifts shall be the equivalent of eight (8) hours' pay at the employee's regular hourly rate. The straight time work week shall be considered to start with the day shift on Monday and end with the conclusion of the second or third shift for the fifth day. In the event the second or third shift of any regular work week shall extend into a holiday, employees shall be paid the regular shift rate. When conditions require the EMPLOYER and the UNION may revise these shift work provisions to meet the requirements of a particular project.

14.2 Overtime shall be paid in accordance with the provisions of the established local or area collective bargaining agreement in the area in which the work is being performed. In no case shall the overtime rate exceed double the straight time hourly rate of pay.

Overtime is not to be demanded of the EMPLOYER by the UNION or any workman covered by this Agreement as a condition of employment.

14.3 Holidays shall be recognized in accordance with the applicable local agreement.

ARTICLE XV

NOTICES

15.1 All notices provided for in this Agreement shall be in writing, and shall be sent to the other party by certified mail, postage prepaid, return receipt requested, and shall be deemed given as of the date mailed.

15.2 Notices to the Union shall be addressed as follows:

International Union of
Operating Engineers
1125 17th Street, N. W.
Washington, D. C. ~~20005~~ 20036

and
Laborers' International Union
of North America
905 18th Street, N.W.
Washington, D.C. 20008

15.3 Notices to the employer shall be addressed as follows:

15.4 Either party may change the address or addresses to which notices are to be sent by giving notice to the other party as provided herein.

ARTICLE XVI

SAVINGS CLAUSES

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

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

16.3 This Agreement shall supersede all previous contracts entered into between the UNION and the EMPLOYER, and any provision of a Local Union or District Council collective bargaining agreement which con-

fluct with the provisions contained herein shall be considered subordinate to this Agreement and shall not prevail. Any procedure established by a local agreement for the resolution of jurisdictional disputes shall be deemed to conflict with this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed and executed this and several other copies hereto the day and year first above written.

a member of the Association of
DRILLED SHAFT CONTRACTORS, INC.

By _____
Duly Authorized

**INTERNATIONAL UNION OF OPERATING
ENGINEERS**

General President

General Secretary - Treasurer

**LABORERS' INTERNATIONAL UNION OF
NORTH AMERICA**

General Pre

SAMPLE

General Secretary - Treasurer

**Distribution of Signed Copies
of this Agreement:**

1. A.D.S.C. Member
2. I.U.O.E.
3. L.I.U.N.A.
4. A.D.S.C. H.Q.

ADDENDUM A

MODEL HIRING HALL SYSTEM

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

_____, herewith referred to as "the Employer", and Local Union No. _____, and Local Union No. _____, International Hod Carriers', Building and Common Laborers' Union of America, and International Union of Operating Engineers, AFL-CIO, hereinafter referred to as "the Union".

1. Except for the minimum number of key men, the Employer shall notify the Union of its need for all other workmen and shall not recruit applicants directly or hire additional persons not referred by the Union.
2. The Employer in requesting referrals shall specify to the Union (A) the number of employees required, (B) the location of the project, (C) the nature and type of construction involved, (D) the work to be performed, and (E) such other information as is deemed essential by the Employer in order to enable the Union to make proper referral of applicants.
3. Registration and selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall in no way be affected by union membership, by-laws, rules, regulations, con-

stitutional provisions, or any other aspect or obligation of union membership policies or requirements.

4. The Employer reserves and shall have the right to accept or reject any applicants referred by the Union or to discharge for cause any employees who have been accepted but who subsequently prove unsatisfactory, subject to the Appellate Procedure herein.
5. The Union shall maintain a list of persons available for employment.
6. Registration and referral of applicants shall be in accordance with the following plan. The Union shall register all applicants for employment on the basis of the Groups listed below. Each applicant shall be registered in the highest priority Group for which he qualifies.

GROUP A

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

GROUP B

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

GROUP C

All applicants for employment who have worked in the building and construction industry for the past (two) years or more and who have for the (past year) or more held residence within the geographical area constituting the normal construction labor

market.

GROUP D

All applicants for employment who have worked in the building and construction industry for more than one (1) year.

7. The Union shall maintain each of the separate Group lists set forth above which shall list the applicants within each Group in the order they registered as available for employment.
8. The Union shall refer applicants to the Employer by first referring applicants in Group "A" in the order of their places on said list and then referring applicants in the same manner successively from the lists in Group "B", then Group "C", and then Group "D". Any applicant who is rejected by the Employer shall be returned to his appropriate place within his Group and shall be referred to another Employer in accordance with the position of his Group and his place within the Group. Upon a registrant being referred for employment and actually employed on a job more than three (3) days, such registrant's name shall be removed from the list until such time as his employment has been terminated at which time he shall be registered at the bottom of the appropriate list under which he is entitled to be registered. If a registrant, upon being referred in regular order, refuses to accept the referral, such registrant's name shall be placed at the bottom of the appropriate list under which he is entitled to be registered.
9. Registration of applicants for referral shall be had not less than once each week for a period or periods of not less than two (2) hours duration. Registration periods shall be established by the Union and notification thereof shall be given to all interested parties by posting in the Union office and on the job site in conspicuous locations not less than forty-eight (48) hours before any registration period.
10. In the event that the referral facilities maintained by the Union are unable to fill the requisition of an Employer for

employees within a twenty-four (24) hour period after such requisition is made by the Employer (Saturdays, Sundays and holidays excepted), the Employer may employ applicants directly at the job site. In such event, the Employer will notify the Local Union of the names and dates of such hirings.

11. The Union, its officers, agents and representatives undertake no obligation to search for, or by any means locate an applicant on the current applicable referral list who is not physically present in the Union Hall when referrals are made pursuant to a request of the contractor.
12. The order of referral set forth above shall be followed except in cases where Employers require and call for employees possessing special skills and abilities in which case the Union shall refer the first applicant on the register possessing such special skills and abilities.
13. The Union shall require all job applicants who have not previously registered, to submit a resume of experience and qualifications in order to determine their proper group and whether they are qualified to perform the various requisite skills of the craft and thereby be eligible for registration and/or referral.
14. In the event any job applicant is aggrieved, (1) with his failure to qualify for registration, or (2) with his group classification, or (3) with his order or referral, or (4) by action of the Employer in connection with hiring, he may within ten days following the occurrence of the event which constitutes the basis for the grievance, file, with the person in charge of the Registration and Referral Office, a written statement of the grievance clearly and specifically setting forth the wrong or violation charged. An Appellate Tribunal consisting of an Employer Representative, a Union Representative and an Impartial Chairman appointed jointly by the Employer and Union, shall consider the grievance and render a decision which shall be final and binding. The Appellate Tribunal is

authorized to issue procedural rules for the conduct of its business, but it is not authorized to add to, subtract from, or modify any of the provisions of this system and its decision shall be in accord with the system.

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

DEFINITIONS

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

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

(B) Resident - means a person who has maintained his permanent home in the above defined geographical area for a period of not less than one year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.