Contract Clauses In Construction Agreements

U.S. Department of Labor
Bureau of Labor Statistics
1975

Bulletin 1864

Library of Congress Cataloging in Publication Data

United States. Bureau of Labor Statistics.
Contract clauses in construction agreements.

(Bulletin - Bureau of Labor Statistics ;)
Companion vol. to Characteristics of construction agreements, 1972-73.
1. Collective labor agreements--Construction industry --United States. I. Tillery, Winston L. II. Adams, Larry. III. Title. IV. Series: United States. Bureau of Labor Statistics. Bulletin ;
KF3409.C65A87 344'.73'0189049 75-619078

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John T. Dunlop, Secretary
Bureau of Labor Statistics
Julius Shiskin, Commissioner
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Stock Number 029-001-01779-1
Class Number L 2.3:1834

Preface

This is the second of a two-part study of provisions in construction industry collective bargaining agreements. For this study, agreements were selected to represent a variety of construction crafts in large metropolitan areas. In the first bulletin, the prevalence of selected provisions is presented in the form of tabulations; analytical comments and illustrative clauses describing the tabulated provisions are included in this bulletin. The agreements were selected in part from the files of the Bureau's Division of Industrial Relations and were supplemented by agreements on file with the Construction Industry Wage Stabilization Committee, whose cooperation and assistance in this study are gratefully acknowledged.

This bulletin was prepared in the Bureau's Division of Industrial Relations by Winston L. Tillery and Larry T. Adams under the direction of Leon E. Lunden, Project Director.

Contents

Introduction

Traditionally, the construction industry has held an important position in the national economy, accounting for relatively large proportions of total employment as well as gross investment. The industry is characterized by several factors which distinguish it from other industries: Workers generally are highly skilled; they are highly mobile between employers and areas; unions are single craft rather than industrial, and exercise considerable control over the labor supply; many contracting firms are small and highly specialized; and employment is subject to seasonal factors and changing construction technologies.

The 769 agreements chosen for this study covered 1,213,317 workers, represented by 16 unions; most remained in effect on or after January 1, 1973. This coverage compares with an annual average of 3,521,000 workers employed in the construction industry in 1972. Agreements were selected, to the extent they were available, for 26 standard construction crafts for each of the 66 largest Standard Metropolitan Statistical Areas—that is, those SMSA's having 1970 census populations of 500,000 or more. When two agreements or more covered the same craft and SMSA, the largest in terms of worker coverage was used.

This bulletin presents an analysis of a variety of provisions, together with illustrative clauses. Emphasis is on provisions peculiar to the construction industry. Generally, statistical information is restricted to aggregate data, or to point out provisions common in agreements covering certain crafts. For more detailed statistics, the reader should refer to the companion bulletin, *Characteristics of Construction Agreements, 1972-73* (BLS Bulletin 1819).[1] The analysis and illustrations presented represent only our understanding of the agreement language, and do not necessarily reflect the views of the parties who negotiated the provisions, or the actual practices at the jobsite.

In addition to preparing this bulletin, the Bureau's Office of Wages and Industrial Relations is expanding its research on the construction industry with three other studies. These include a study of work stoppages, an analysis of health and retirement plans, and a survey of wage rates and selected fringe benefits.

[1] One exception is made. The column entitled Contract Reopener Provisions in table 65 of the first bulletin is in error; the corrected figures are given on page 37 of this study.

Part 1. Union Security, Management Rights, and Other Noneconomic Matters

Part I. Union Security, Management Rights, and Other Noneconomic Matters

Union security provisions

The union's role as an equal and responsible partner in labor-management relations depends not only on the support of the workers it represents, but on the acceptance and support of management. Unions seek to formalize this support through negotiating strong union security clauses in their agreements. Of the construction agreements surveyed, more than two-thirds contained some form of union security provision.

The strongest form of union security, the union shop, gained predominance following proscription by the Taft-Hartley Act in 1947 of an even more powerful form of security, the closed shop. When workers were no longer required to be members of a union before they could be hired, organized labor made greater use of the union shop.

Union shop. The most prevalent and also the strongest legal union security arrangement, the union shop, was found in 455 contracts. This type of clause requires all employees to join the union within a specified period of time after hiring, or the effective date of the agreement, and to continue as union members as a condition of employment:[2]

(1) The employer agrees that for the duration of this agreement, he will require all employees hired by him to be members, or to become members of the union after the 7th day following the beginning of their employment or the effective date of this agreement, whichever is the later, and to remain members thereafter, for the duration of their employment. Upon written notification from the union an employee not in compliance shall have his employment terminated within 48 hours of such notification.

[2] Because of the high mobility of construction workers, the Labor Management Relations Act allows construction unions to require union membership after 7 days, while stipulating a 30-day period for other industries in the private sector.

(2) Membership in the union shall be required as a condition of continued employment of all employees covered by this agreement on the 8th day following the beginning of such employment or the effective date of this agreement, whichever is later.

Modified union shop. Fewer than 7 percent of the contracts surveyed contained a modified union shop clause. While requiring all new workers to join and remain members of the union, as a condition of employment, the modified union shop clause exempts some workers from compulsory membership, usually those workers hired before the effective date of the agreement:

(3) All employees who are members of the union on the effective date of this agreement shall be required to remain members of the union as a condition of employment during the term of this agreement. New employees shall be required to become and remain members of the union as a condition of employment from and after the 7th day following the date of their employment, or the effective date of this agreement, whichever is later.

Maintenance of membership. A few of the contracts (less than 2 percent) included maintenance of membership clauses. This type of provision does not require the employee to join the union. However, those workers who are union members when the contract becomes effective, or join subsequently, must remain members as a condition of employment for the term of the agreement:

(4) All employees covered by this agreement who are members of the union on the effective date of this agreement shall, as a condition of employment, maintain their membership in the union during the terms of this agreement and all employees who become members of the union shall, as a condition of employment, maintain their membership in the union during the terms of

this agreement from and after the thirty-first day following their employment or the effective date of this agreement.

Agency shop. The union shop and other clauses requiring union membership as a condition of employment are banned in States having so-called "right-to-work" laws in effect, as permitted by section 14B of the Taft-Hartley Act. Unions in these States may seek to negotiate agency shop provisions requiring nonmembers to pay a service fee as a substitute for union dues.

As the union is required by law to represent all members of the bargaining unit, a fee, usually equal to regular dues, is justified by unions as payment for services rendered. In some cases a State right-to-work law has been interpreted to prohibit the agency shop. Only a few of the agreements examined contained such clauses:

(5) In states in which the foregoing provisions may not lawfully be enforced the following provisions to the extent that they are lawful shall apply. Each employee who would be required to acquire or maintain membership in the union if the foregoing union security provisions could lawfully be enforced, and who fails voluntarily to acquire or maintain membership in the union shall be required as a condition of employment, beginning on the eighth day following the beginning of such employment or the effective date of this agreement, whichever is later, to pay to the union each month a service charge as a contribution toward the administration of this contract and the representation of such employees. The service charge for the first month shall be in an amount equal to 90 percent of the union's regular and usual initiation fee and dues, and for each month thereafter in an amount equal to 90 percent of the regular and usual monthly dues.

Checkoff systems. Less prevalent than in most other industries, 268 of 769 construction contracts provided for a checkoff system, requiring the employer to regularly deduct from the employees' pay union dues and, in some cases, initiation fees and other assessments. This lower prevalence, to some degree, results from the presence of marginal employers in the industry who might delay forwarding checked off dues to the union. For this reason, construction unions often prefer their stewards or business agents to pick up dues directly from members at the work site. To initiate the withholdings, where checkoff provisions exist, the employee must provide written authorization to the employer. The checkoff system frees the union of the burden of making individual collections at the work location and reduces the risk to the employer of losing the services of needed workers where union membership or payment of union fees is a condition of employment:

(6) The employer will check off monthly dues, assessments, initiation fees, and agency fees, if any, as designated by the union on the basis of individually-signed voluntary checkoff authorization cards in form agreed to by the employer and the union.

(7) For the convenience of the union and its members, each employer during the life of this agreement and subject to all the provisions of this section, shall deduct from the pay of those employees in the bargaining unit who execute an assignment and authorization in the form hereinafter provided, all union initiation fees and dues levied in accordance with the constitution and by-laws of the union.

Stewards

Provisions establishing the union's right to have a shop steward at the work location were contained in about 86 percent of the agreements. Stewards usually are appointed by the union business agent or, occasionally, elected by the union members at the jobsite. Often, only union members working at the jobsite are eligible to be shop steward. In some instances, provisions establish a ratio of stewards to the work force:

(8) The employer recognizes the right of the union to select a working steward from among the members of the union in accordance with union procedure.

(9) There shall be a steward on each job who shall be appointed by the business representative or elected by the men on the job. The steward shall be allowed, on all jobs, to look after the business of the union.

Pay for union business. Clauses providing company pay for union duties performed by the shop steward during working hours were found in 370 of the agreements. While some allowed the steward to perform only those union tasks which could not be handled during nonwork hours, many specified that the steward would receive adequate time during work hours to execute his responsibilities:

(10) A steward shall be a working journeyman appointed by the business manager or business agent of the local union who shall, in addition to his work as a journeyman, be permitted to perform during working hours such of his union duties as cannot be performed at other times. The union agrees that such duties shall be performed as expeditiously as possible and the employer agrees to allow the steward a reasonable amount of time for the performance of such duties.

(11) The business representative of the union shall, after conferring with the employer, have the authority to appoint a shop or job steward in any shop, or on any job, and so notify the employer in writing of appointment. He shall not be terminated without approval of the business representative or district council or local union. He shall have ample time to perform the duties of the steward pertaining to union affairs.

"Superseniority." To insure continuity of representation and leadership, more than a third of the contracts assigned union stewards a preferred status, sometimes termed "superseniority," in layoffs and, less often, recalls to work.[3] The steward usually must be the last person to be laid off or terminated and the first to be recalled, if the layoff is temporary, provided he is able to perform the required work:

(12) A steward shall have top seniority for the job, garage or plant at which he works regardless of his position on the seniority list prior to his appointment for as long as he remains a steward and shall be the last man laid off, provided he can do the available work.

(13) The shop steward shall be granted superseniority for all purposes, including layoff and rehiring.

Antidiscrimination clauses

Discrimination in hiring, referrals or administration of the contract was prohibited in 593 agreements. In addition to banning discrimination on the basis of union affiliation, race, religion or national origin, some contracts barred bias as a result of age or sex:

(14) Neither party will discriminate against any person with regard to employment or union membership because of race, religion, color, sex, age, national origin or ancestry. This provision shall apply to hiring, placement for employment, training during employment, rates of pay, or other forms of compensation and benefits, selection for training, including apprenticeship, layoff or termination and application for admission to union membership.

(15) Selection of applicants for referral to jobs pursuant to this agreement shall be on a nondiscriminatory basis and shall not be based on, or in any way affected by, union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of union membership, policies or requirements.

Minority recruitment programs. As a means of providing equity in hiring and acceptance into apprenticeship programs, a few contracts, 48 of 769, provided for minority recruitment programs:

(16) The union will take affirmative action in order to implement the Federal Government policy of equal employment opportunity and to follow the guidelines set forth in Executive Order No. 11246, and will establish a source of recruitment for job applicants by contacting recognized representatives of minority groups in this State in order to obtain applicants from such groups.

Supervisors[4]

The degree of supervision necessary for safe and efficient work operations varies with, among other factors, the craft, the number of workers at the jobsite, the number of separate work areas at the worksite, and the need for communication and coordination between individual work groups. Unlike in most other industries, the construction worker supervisor is generally a member of the bargaining unit and often is not a permanent employee of the contractor. While the factors vary from one location to another,

[3] Seniority systems, in which preferential status for promotions, protection from layoffs, etc., is assigned to individual workers based on length of service with the company, are seldom used in the construction industry, although many agreements establish group ranking systems based on service and place of residence for preference in hiring. An exception is found in Teamster agreements in construction, which often establish seniority systems.

[4] All Federal publications are now required to avoid words that suggest sex-stereotyping. Accordingly, the term "supervisor" is substituted for "foreman." Similar changes appear elsewhere in the study. The actual agreement language has not been changed.

497 of 769 contracts (65 percent) contain clauses requiring a supervisor (or worker paid at the supervisor rate) on the job when the number of workers exceeds a specified minimum level. In 239 of the surveyed agreements the minimum number of workers requiring a supervisor was 1 or 2:

(17) On any job requiring four or more journeymen, one shall be designated as foreman by the employer.

(18) A craft foreman shall be employed by the employer where fifteen or more employees in the bargaining unit are employed.

Provisions for additional supervisors to be assigned to the worksite on the basis of a specified supervisor/worker ratio were found in 189 agreements. These ratios varied from 2:1 to 30:1, with 10:1 the most common:

(19) When three or more employees covered by this agreement are employed on any job, there must be a foreman employed who shall be selected from the employees regularly employed within the geographical territory of [the union]. There shall be a foreman employed for each 10 employees covered by this agreement, excluding the foreman, and all such foremen shall be selected from the employees regularly employed within the geographical territory of [the union].

When there is more than 1 foreman on the job, one of the foremen will be classified and paid as a general foreman.

Approximately 40 percent of the agreements referred to a general supervisor, often when the number of supervisors or the total number of workers at a work location exceeded a specified level. These clauses were most prevalent in the carpentry and plumbing crafts:

(20) On any one job where 25 or more iron workers are employed or more than three foremen are employed, the fourth foreman shall be a general foreman and receive 25¢ per hour more than foremen.

Management rights

A management rights clause appeared in only about 17 percent of the contracts—a smaller proportion than in most other industries. This type of clause defines, or in general refers to, those functions reserved for unilateral management action. However, other areas of the contract may restrict or modify issues specified as a sovereign management area. For example, a clause establishing management's right to decide the source of materials and equipment may be circumscribed by another clause prohibiting the use of imported materials and tools.

A complete listing of the rights reserved to management would tend to be impossibly long, and even then could not cover unforeseen or unique circumstances; a predominant strategy, therefore, is to include a statement that all rights not specifically modified by the contract are residual in nature and, as such, are retained as exclusive management functions.

Some contracts include specific listings of those functions reserved to management:

(12) The management of the business and the direction of the working forces, including the right to hire, layoff, promote, suspend or demote, discipline or discharge for just cause, and to issue and enforce company rules, are vested in the employer, subject to the provisions of this agreement. The employer will not, however, use the provisions of this article for the purpose of discrimination against any employee, or to avoid or evade the provisions of this agreement.

(21) The employer shall manage the business and direct the working force directly or through an employed supervisor. The supervisor is to be directed solely by management. Management of the business includes 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 promote, demote, to discipline or discharge employees for proper cause. Management shall have the right to relieve employees because of lack of work or any other justified reasons, and 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.

(22) In the exercise of the functions of management, the contractor shall have the right to plan, direct and control operations of all its work, hire employees, direct the working forces in the field, assign employees to their jobs, discharge, suspend or discipline, transfer, promote or demote employees, lay off employees because of lack of work or for other legitimate reasons, require employees to observe the contractor's rules and regulations not inconsistent with this agreement,

regulate the use of equipment and other property of the contractor, decide the amount of equipment used and number of men needed, subject to the provisions of this agreement, and shall be free to contract work anywhere and decide the source from which materials and equipment are obtained provided, however, that the contractors will not use their rights for the purpose of discrimination against any employee.

Some agreements provide for the employer to retain the sole right to manage in all areas not specifically limited by their content:

(23) Except as otherwise specifically provided herein all management rights and prerogatives of every kind and nature generally recognized or practiced in the construction industry are hereby fully reserved to the employer. The foregoing include but are not limited to the management of all operations and the direction of the work force, the right to hire, the right to discipline or discharge, the right to decide employee qualifications except for the steward . . . the right to lay off for lack of work or other reasons, the right to discontinue jobs, the right to make rules and regulations governing conduct, sobriety and safety, the right to determine reasonable schedules of work, the right to determine and direct points of ingress and egress to all or any part of the job and/or work site, all of which are vested exclusively in the employer. The employer in exercising these functions will not discriminate against any employee because of his membership or nonmembership in the union.

(24) Except only as specifically limited by this agreement, management by the employer, the direction of the working forces and the maintenance of discipline and efficiency of employees are the sole, complete and exclusive rights and responsibilities of the employer.

Technological change. Of the 769 contracts surveyed, 249 contain a union-management cooperation clause dealing specifically with technological change.

The willingness with which either management or the union will espouse a clause of this nature is generally a function of their own self-interest. Management, on the one hand, profits directly from an increase in production or a decrease in cost. The union and its members, however, may view the new technology as a threat to employment opportunities; any increased wages and benefits resulting from greater efficiency will then go to fewer employees. The union is then faced with a conflict—recognizing both the need for more efficient technology and for ameliorating the adverse employment effect suffered by its members. In many cases however, the reduction of employment opportunities brought on by more advanced technology is offset by the general growth of the industry or firm involved. In the construction industry, union resistance to more efficient technology has been lessened by growing competition from nonunion contractors.

Of those contracts having such a clause, most were brief:

(25) There shall be no restrictions as to the use of machinery, tools, or appliances.

(26) There shall be no limit on production of workmen, nor shall the employers be hindered or prevented in using any type or quantity of machinery, tools or appliances.

(27) There shall be no restriction of the use of machinery or tools.

Prohibition on restriction of productivity. Limiting or restricting worker productivity was prohibited in 309 agreements. Most prevalent in the asbestos and ironworking trades, these clauses, similar to those which bar resistance to technological change, generally state that the union will not place limitations on the amount of work performed:

(28) The amount of work that a member of the union may perform shall not be restricted by the union, nor by the representatives, officers or members of the union, nor shall the use of machinery, tools, appliances or method be restricted or interfered with. It is understood and agreed that where such tools and equipment are used to perform work previously performed by journeymen sheet metal workers and registered apprentices, such tools and equipment shall be operated by journeymen sheet metal workers and registered apprentices.

Part II. Apprenticeship and Training Provisions

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Apprenticeships

The apprenticeship method of combining formal classroom training with personal instruction and supervision by a journeyman has long been practiced in the construction trades. Apprenticeship programs provide skilled workers to replace retired or superannuated workers as well as to satisfy additional manpower needs resulting from industry growth and technological change. Nearly all agreements covering apprenticeable crafts include apprenticeship provisions.[5]

The apprenticeship programs usually are administered by local joint apprenticeship committees (JAC), with management and the union equally represented. In addition to determining the formal education curriculum and a program for on-the-job training, the JAC may establish acceptance and retention standards as well as maintain control of funds allocated to the program. Slightly less than 60 percent of the agreements referred to an apprenticeship committee:

(29) All duly qualified apprentices shall be under the supervision and control of a Joint Apprentice Committee composed of 8 members, 4 of whom shall be selected by the employer, and 4 by the union. Said Joint Apprentice Committee shall formulate and make operative such rules and regulations as they may deem necessary and which do not conflict with the specific terms of this agreement, to govern eligibility, registration, education, transfer, wages, hours, and working conditions of duly qualified apprentices, and the operation of an adequate apprentice system to meet the needs and requirements of the trade. Said rules and regulations, when formulated and adopted by the parties hereto, shall be recognized as part of this agreement. It is further provided that said Joint Apprentice Committee shall immediately upon the first meeting after the adoption of this agreement set up a complete set of rules and regulations providing for an arbitration procedure in the event of a deadlock between the members of said committee concerning any issue before them.

Apprenticeship fund. The cost of administration, books, tools, supplies and other apprenticeship training expenses generally are borne by the employer through contributions to an apprenticeship fund. Such funds were established in 485 of the agreements analyzed.

The amount of each employer's contribution is most often calculated at a flat rate in cents per hour, multiplied by the total number of employee hours:

(30) The expenses necessary for the successful operation and administration of the Joint Apprenticeship Committee and Training Program shall be derived from a contribution by each employer under this agreement of $.015 per each hour worked by each employee.

(31) The employer shall pay into an Apprentice Fund established in accordance with the understandings and agreements between the parties hereto, the sum of 0.7 percent of wages for each hour for which payment of wages or guaranteed compensation has been made to every operating engineer, oiler and apprentice engineer employed by the employer.

Admission standards. Prerequisites for acceptance into an apprenticeship program were named in only 14 percent of the agreements having apprenticeship provisions, but in nearly all those concerning the sheet metal craft.[6] While only a few listed educational requirements, most included both a minimum and a maximum entry age:

(32) The basic qualifications for training in the Bricklayers Apprenticeship and Training Program are:

[5] The apprenticeship method of craft training is not adaptable to some construction trades. No apprenticeship clauses were found in the Teamsters and Laborers contracts studied.

[6] Prerequisites also are established by some of the international unions in their constitutions.

(1) High school graduate or equivalent.

(2) Applicants for apprenticeship must be at least 17 years old, and not over 26 years of age, as exempted by the Pennsylvania Human Relations Commission.

(3) Applicants must be American citizens, or in the process of naturalization.

(33) Apprenticeship applicants, before being accepted as apprentices must be able to meet the following requirements:

(1) Recruitment procedures will be in compliance with section 296 of the Executive Law of the State of New York and section 811 of the New York State Labor Law.

(2) They shall be American citizens.

(3) No one shall begin his apprenticeship before his 17th birthday or after his 22nd birthday except by special dispensation of the apprenticeship committee. Preference may be given to veterans qualifying under Public Law 346 or Public Law 550.

(4) Applicants shall fill in the application form furnished by the committee, and it, together with a record of their school work, shall constitute their applications.

(5) All apprentice applicants must furnish a doctor's certificate attesting that they are physically fit for the work of the trade.

(6) All apprentice applicants must be high school graduates or submit diplomas of same equivalence.

(7) Applicants must be a resident of Brooklyn or Queens for the one year preceding the date of application.

Apprentice/journeyman ratio. While the number of apprentices allowed under an agreement is primarily a reflection of projected manpower requirements, the level may be limited by available training facilities, the complexity of the craft to be learned, and the degree to which the parties see the need to increase the skilled labor supply. More than half the agreements established the permissible number of apprentices, usually as a ratio of journeymen to apprentices. Ratios from 3:1 to 5:1 were most prevalent. While most of the provisions placed limits on the maximum number of apprentices allowed, some established a minimum:

(34) Each employer shall be allowed 1 apprentice for 1 or more journeymen employed steadily . . . An additional apprentice for every 4 journeymen steadily employed will be allowed. In no case, however, shall any employer be entitled to more than 5 apprentices. In no case shall there be more than 10 apprentices in any one shop.

(35) An employer shall employ only indentured apprentices secured from the committee. The committee shall allow each qualified employer a ratio of one apprentice to three journeymen, but only when indentured apprentices are available. Such ratio shall not be exceeded on any job. (This does not prevent one apprentice from working on a job when there are less than the maximum ratio of journeymen on that job.)

(36) Any individual employer employing 5 journeymen, shall while employing 5 journeymen, also employ at least 1 apprentice. For each additional 10 journeymen then in his employ, he shall employ at least 1 additional apprentice.

A few clauses establish no ratio but require the employer to hire an apprentice when a specified number of journeymen are employed:

(32) Whereas it is imperative that the apprentice program function properly, when apprentices are unemployed, every contractor in signed agreement with Bricklayers' Local No. 2, Pa. is obligated to hire an apprentice for any job carrying 8 or more bricklayer journeymen.

Length of apprenticeship. Most of the contracts with apprenticeship provisions, about 9 out of 10, specify the minimum time to be spent as an apprentice before reaching journeyman status. The length of time may correlate with the technical difficulty of the craft to be learned. In addition, while a particular craft may be less difficult to learn than another, the training period may be longer to allow the apprentice sufficient time to experience all required work operations. The 3- and 4-year apprenticeship periods are the most common periods in the construction industry. The apprenticeship period is most often defined in terms of time required to reach the journeyman rate of pay:

(37) Apprentices of the above classification shall receive the per cent of journeyman's wages as follows:

1st	500	hours	65%
2nd	500	hours	70%
2nd	1000	hours	75%
3rd	1000	hours	77½%
4th	1000	hours	80%
5th	1000	hours	82½%
6th	1000	hours	85%
7th	1000	hours	87½%
8th	1000	hours	90%

(38) Apprentices.

Starting rate	60% of Finisher's wage
After 6 months	65% of Finisher's wage
After 1 year	70% of Finisher's wage
After 1½ years	80% of Finisher's wage
After 2 years	85% of Finisher's wage
After 2½ years	95% of Finisher's wage
At the end of 3 years and after examination	100% of Finisher's wage

On-the-job training

Training funds and on-the-job training programs often are provided to train or retrain journeymen for new or modified processes, tools and materials. The laborer's craft, which is not an apprenticeable trade, provides for training funds or on-the-job training in 28 of the 51 surveyed agreements. An OJT or training fund clause appears in over 20 percent of the surveyed agreements:

(39) There has been created a Carpenters' Joint Advanced Training Program for the purpose of training carpenters in subjects related to the trade. In order to finance this educational program for carpenters, 15 percent of all monies collected under this contract by way of employer contributions, on and after June 1, 1970, to the Industry Advancement Fund, shall be remitted to the Carpenters' Joint Advanced Training Program, and allocated at least quarterly to the jointly administered fund. Said monies shall be used for expenses of this program as approved by the Carpenters' Joint Training Committee.

(40) Each employer agrees to pay five cents per hour worked by each employee covered by the terms of this agreement to a training fund known as "Massachusetts Laborers' Training Trust Fund."

Part III. Hiring and Referral Provisions

Part III. Hiring and Referral Provisions

Hiring and referral practices

The hiring practices in the construction trades result from labor market conditions peculiar to the industry. Because of the inherent seasonality of the construction industry and the relatively short duration of individual construction projects, demand for specialized crafts is sporadic, generally resulting in short job tenure. The high degree of labor mobility and the large number of employers encourage centralization of the employment function through the hiring hall. The hiring hall maintains a register of workers seeking employment from which applicants are selected (by methods to be discussed later) and referred to employers requesting workers. This simplifies the employment process as the workers do not have to "make the rounds" of prospective employers and the employers do not have to individually solicit prospective employees or carry a large work force.

Prior to the Taft-Hartley Act of 1947, the union-controlled hiring halls in the construction industry, commonly requiring union membership as a condition for referral, operated unaffected by Federal statutes. The National Labor Relations Act (NLRA) of 1935 allowed the union and the employer to require union membership as a condition of employment, although the National Labor Relations Board (NLRB) in administering the act did not, at that time, accept jurisdiction over the construction industry, on the grounds that it was local in character.

The Taft-Hartley Act, which amended the NLRA in 1947, prohibited discrimination in hiring because of union affiliation. This amendment, together with the extension of NLRB jurisdiction over the construction industry, proscribed the closed shop as it required union membership prior to hiring. However, as Taft-Hartley did not deal specifically with the issue of hiring halls or the union role in the procurement of personnel, the status of these areas remained unclear and in a state of flux until the passage of the Landrum-Griffin Act of 1959. A section of this act, amending the NLRA, specifically allows an employer in the construction industry to contract with a union for the provision of job applicants. The amendment also permits the hiring hall to give preference to applicants based on experience, residence or special training. At this time, then, hiring halls are legal provided the contract clause is not discriminatory on its face and there exists no discrimination in practice.

Advance notice of project

As a preliminary to actual hiring, many agreements (218 of 769) require the contractor to notify the union of each new project in advance of the starting date. The notification may consist solely of the date or include other relevant data, such as the number of workers required and the location. The advance period is usually short:

(2) Each employer shall be required to advise the union two days in advance of the commencement of any job.

(41) Whenever a contractor decides to obtain journeymen pipefitters from the union on any job, he shall notify the local office, either in writing or by telephone, stating the location, starting time, approximate duration of the job, the type of work to be performed and the number of workmen required.

(42) The employer shall notify the union in the area in which any job is performed, 48 hours prior to the commencement of any new job and approximately how many lathers will be employed on that job.

Pre-job conference

About 15 percent of the contracts surveyed provide for a pre-job union-contractor conference. A few clauses specified a mandatory meeting if the dollar

value of the project exceeded a certain amount, or if the contractor was not permanently based in the local union jurisdiction. In some cases a conference was required if the number of workers requested was above a specified number. Some clauses did not specify conditions making a pre-job conference mandatory, but permitted either party to request the joint session:

(31) The employer shall notify the union of every job awarded to him and a job conference shall be held prior to starting work. This shall only apply to contracts over $1,000,000. On jobs under $1,000,000, with special conditions, the union may request, through the appropriate association, a job conference.

(43) Pre-Job—It is agreed that upon the request of either party a pre-job conference shall be held prior to commencing work.

Referral systems

While reference to a union referral service was found in about 64 percent of the surveyed agreements, only 35 percent specifically outlined rules governing the order of referrals.

Group ranking. The most prevalent referral method is the group ranking system. This procedure is designed to provide preferential treatment to workers having local working experience, a specified type or level of skill or training, or other characteristics deemed relevant. After dividing applicants into groups, the workers in the first group are referred before sending out workers in the next group. Within a group, applicants are usually referred on a first-in, first-out basis:

(44) The union shall refer to an employer only those applicants whose names appear on the open employment list. The following principles shall prevail in the referral of applicants:

(a) Requests by employers for master mechanics shall be honored without regard to the requested man's place on the open employment list.

(b) Requests by employers for particular applicants previously employed as engineers by the employer in the State of Minnesota within a period of five years immediately preceding the request shall be honored without regard to the requested man's place on the open employment list.

(c) Bonafide requests by employers for applicants with special skills and abilities shall be honored, and persons possessing such skills and abilities shall be referred in the order in which their names appear on the open employment list.

(d) In the best interests of the industry and to maintain a pool of learners, requests by employers for applicants who are to be employed as oilers and greasers and are sons or sons-in-law of management, or college students (seeking summer employment only) shall be honored without regard to the requested applicant's place on the open employment list.

(e) Except in the case of applicants referred pursuant to sub-paragraphs (a), (b), (c) and (d) of this section, applicants (including oilers and greasers) shall be referred as follows:

(i) Applicants who have worked in the State of Minnesota in the categories of employment covered by this agreement for an aggregate time of 2000 hours or more immediately preceding registration, shall constitute Group A. Applicants shall be referred from Group A in the order in which their names appear on the open employment list until Group A has been exhausted.

(ii) Applicants who have worked in the State of Minnesota in the categories covered by this agreement for an aggregate time of more than 500 but less than 2000 hours, during the period of three years immediately preceding registration, shall constitute Group B. After Group A has been exhausted, applicants from Group B shall be referred in successive order as their names appear on the open employment list until Group B has been exhausted.

(iii) All applicants not in Group A or Group B shall constitute Group C. When Group A and Group B have been exhausted, applicants from Group C shall be referred in successive order as their names appear on the open employment list.

First-in, first-out method. Many contracts provide for the first-in, first-out referral system. Under this method all qualified applicants are placed on the referral list in the order of their registration. The applicants are then referred in the same order:[7]

(45) Each local union shall establish and maintain open and non-discriminatory employment lists for use of plasterers desiring employment on work covered by this agreement within the labor market area. A plasterer's name shall be entered on said list after he has presented himself to the

[7] This is the general practice, even though not specified, for groups of relatively homogenous workers.

union office in the labor market area and presented satisfactory evidence of having had a minimum of 4 years' experience in the plastering trade or having successfully completed an approved apprenticeship training program. Plasterers who so qualify shall have their names entered on the list in the order in which they present themselves for registration.

Employer request for specific employee. Provisions allowing the employer to request a specific applicant, by name, for employment occur in 203 agreements. These clauses often limit the employer's choice to former employees who have been laid off or terminated within a specified period prior to the request:

(46) The appropriate local union will furnish . . . workmen specifically requested by name who have been laid off or terminated in the geographic area of the appropriate local union having work and area jurisdiction within one year before such request by a requesting individual employer or individual employer members of a registered joint venture now desiring to re-employ the same workmen in the same area, provided they are available for employment.

Preference in hiring local residents. About one in four contracts stipulated local residency as a preferential factor in determining the order of referral. While some of these provisions establish a minimum ratio of local workers to total workers for all contractors working in the union's geographical area, others apply only to contractors from outside the local union jurisdiction or to local contractors performing work in another area:

(47) The first 5 men, including the pusher (assistant foreman), shall be national transient boilermakers and the next 5 shall be local boilermakers, if available and qualified.

Additional employees shall be equally national transient boilermakers and local boilermakers as long as possible to maintain this ratio.

(48) When engaged in work outside the geographical jurisdiction of this agreement, the said contractors agree, subject to their rights to reject any applicant for cause, that not less than 75 percent of the men employed on such work will be residents of the area where the work is performed, or who are customarily employed a greater percentage of their time in such area, and further provided that these men are qualified to meet the job requirements. Signatories to this agreement, agree to abide by all working conditions in the locality where they are performing work.

Source of hiring

Most contracts specify to what extent the employer must rely on the union hiring hall for referrals. Of the 492 agreements having a clause delineating the relationship, 102 require the employer to secure all workers through the union, with 310 further stipulating that the employer might hire from other sources if the union could not supply the requested workers within a stated period of time. Sometimes, particularly under IBEW agreements, workers hired through nonunion channels were to be replaced by referrals from the hiring hall once they were available. The union was accorded an equal opportunity with other sources to supply workers in 80 agreements:

(49) Whenever desiring to employ workmen, the employer shall call upon the union or its agent for any such workmen as the employer may, from time to time, need and the union or its agent shall refer such workmen from the open employment list.

(50) If the registration list is exhausted and the union is unable to refer applicants for employment to the employer within 48 hours from the time of receiving the employer's request, Saturdays, Sundays, and holidays excepted, the employer shall be free to secure applicants without using the referral procedure, but such applicants if hired, shall have the status of "temporary employees." The employer shall notify the Business Manager promptly of the names and Social Security numbers of such temporary employees, and shall replace such temporary employees as soon as registered applicants for employment are available under the referral procedure.

(51) It is the intention of the parties that this agreement shall constitute a non-exclusive hiring hall arrangement, but the union shall be given equal opportunity with other sources to supply on a nondiscriminatory basis the employers' requirements for qualified employees.

Employer's right to reject applicant

The employer's right to reject applicants appears in one-half of the agreements studied. The employer may choose not to employ workers who have proven ineffective in the past or have insufficient qualifications for existing work. Some of the clauses provided for no exception while others prohibited applicant rejection as a result of discrimination, particularly for union activity:

(52) The employer shall have the right to reject any applicant for employment.

(53) The employer retains his right of freedom of selection of employees from among all applicants.

(54) The contractor shall have the right to reject any workman referred by the union for any reason.

Employer's right to retain key workers

Approximately one in five of the agreements studied allow the employer to retain a certain number of "key workers" not secured through the union hiring process. This rule often applied to contractors based outside the local union's geographical area. Under this circumstance the clause allows the contractor to import key workers from his home location:

(55) The individual employer shall have the right to employ directly a minimum number of key employees who may include a general foreman and foreman.

Short-term job clauses

Hiring hall procedures usually require the placement of new applicants at the bottom of the referral list. Many agreements, however, recognize the possible inequities in so assigning applicants returning from jobs lasting only a short time. These allow the referred worker to retain his former position on the list if the job does not last longer than a specified minimum period of time:

(56) Employment of "short duration," for the purposes of these regulations only, shall mean employment which is terminated by the contractor other than for just cause without such employee's having received from such employment the equivalent of 40 hours for straight time wages.

An employee whose last employment was of "short duration" shall be restored to his original place on the list, or lists, on which he was registered at the time of his last dispatch, provided he notifies the dispatching office of his availability for work not later than noon of the day following the termination of such employment.

Penalty for violation of referral rules

Provisions stipulating a penalty for employees who refuse a referral, or a given number of referrals, fail to report to work following referral, or report to the jobsite unable to work were found in approximately 10 percent of the agreements. The penalty generally is elimination from, or relocation to the bottom position on, the appropriate referral list:

(57) If an applicant refuses a referral when properly made, he shall be removed from the top of the referral list and replaced thereon at the bottom of his appropriate group.

(58) Any applicant may refuse 2 jobs without losing his position on the out-of-work list, provided, however, if the applicant refuses a 3rd job he shall lose his position on the list and his name shall be placed at the bottom of the list of his group.

(15) Persons shall be eliminated from the registration list for . . . failing to accept suitable employment one time during the current week at the time of dispatch. Employment which cannot be reached by an individual because of lack of transportation shall not be deemed suitable as to him. . . . Any person dispatched to a job who fails to report for work [shall be eliminated from the list].

Prehiring examinations

The employer could require a physical examination to determine the applicant's ability to perform the work in a little under 6 percent of the agreements surveyed. The employer generally bore the expense of the examination and in some instances was obliged to pay straight time wages for the time required for the examination in addition to the traveling time to and from the physician's office:

(59) There shall be no limitations on the employer's right in his discretion to refer employees to a physician for a physical examination and to be the sole judge of the continued employment of carpenters as a result of such examination. Provided, however, the employer shall bear the entire expenses incident to such examination and shall pay the carpenter straight time wages during the time involved in the travelling to and from and the time spent in the physician's office.

However, 5 percent of the contracts studied prohibited physical examinations as a requirement of employment:

(60) No employee covered in this agreement shall be subject to a physical examination in order to be employed.

Competency examinations to prove eligibility for job referrals were required, or allowed under certain circumstances, in one of four agreements:

(61) All apprentices successfully completing the apprenticeship program shall be considered as qualified bricklayers or stone masons. All other persons seeking employment as bricklayers or stone masons shall be required to pass an examination to determine their qualifications.

Older workers

To provide job opportunities for older workers, more than 20 percent of the agreements provide for the hiring or retention of workers over a specified age. The majority of these clauses require the employer to maintain a minimum ratio of older workers to total workers. The ratio varies from one older worker for each regular worker employed to one older worker for each 12 regular workers. About 1 in 3 specified a ratio of 1 to 5:

(33) Subject to the provisions of law, on all construction jobs or in any shop employing 5 plumbers, one employee 55 years or over shall be employed. Any employee over 55 years shall not be on a bull gang unless it is an emergency. One additional employee 55 years or over must be employed for each additional 5 employees employed or major fraction thereof.

The hiring of older workers on a fixed ratio basis sometimes is subject to their availability or, in instances where the group ranking referral system is used, to the exhaustion of the pool of workers in the higher priority groups:

(62) Every fifth man employed by the employer covered by this agreement shall be 55 years or more of age provided such men are available, however, all names in the higher priority groups, if any, shall be exhausted before any such over age reference can be made.

A few contracts allow older workers with diminished abilities to work for less than the union scale:

(63) Superannuated journeymen who are unable to do a day's work because of old age or physical handicap may be employed by the contractor at an hourly rate of pay lower than the journeyman's hourly rate of pay. The hourly rate of pay shall not exceed 80 percent of the journeyman's hourly rate of pay; said rate to be determined by agreement between the employee and the employer and the local union. In such cases the workmen shall be issued superannuated cards designating the rate of pay. Superannuated men may be included in the union's employment lists provided that they are so designated. There shall be no discrimination against any lather solely because he is superannuated. The employer shall include in his employ at least one superannuated journeyman or a journeyman age 55 years or older, when available, for every 10 or more journeymen or apprentices in his employ.

Part IV. Seasonality, Safety and Related Provisions

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Right to refuse work in inclement weather

The employee could refuse to work in inclement weather without penalty in 17 of the agreements, including 6 covering carpenters. Some clauses allowed the employees to determine those conditions not suitable for work; others placed the decision with the steward or union business agent. A few contracts waived the provision during an emergency or when failure to work would result in a financial loss to the employer:

(64) . . . No carpenter(s) shall be discharged or penalized in any way for his refusal to work in inclement weather, except where the refusal would result in financial damage to the employer.

(65) If at any time the weather is too bad to work, the steward or business agent shall order the carpenters and/or pile drivers, exposed to the bad weather, to stop work until it moderates (below 20 degrees may be considered inclement weather), except in case of emergency.

Rain gear

A clause requiring the employer to provide rain gear for work in inclement weather or other adverse conditions appears in 122 agreements. Nearly a third of the clauses cover laborers:

(66) The employer agrees to furnish suitable wearing apparel such as pullover boots and raincoats on all jobs where employees are required to work in inclement weather or under wet or muddy conditions of an abnormal nature.

(67) Any employee working in the water or inclement weather will be provided by the contractor with suitable wearing apparel to keep dry. All rubber sock boots shall be new upon issue; all rubber shoe boots necessary on the job shall be disinfected and in a sanitary condition before being issued when they have been used by another employee.

Safety rights and obligations of employees

Most of the construction agreements establish contractual rights or obligations of employees in safety matters. Three out of 10 of the agreements prohibit working under unsafe conditions, or give workers the right to refuse to work under such conditions. The clauses include many that permit the union to remove workers from unsafe jobs:

(68) The employer shall, at all times, provide safe tools, materials and equipment and safe working conditions. If at any time, in the opinion of the business representative, such tools, materials or equipment or working conditions are unsafe and constitute a hazard to health or physical safety, the employee shall not be required to work with such tools, materials and equipment or under such conditions unless and until they are made safe and approved by the union or its authorized agent. No employee shall be dismissed or otherwise disciplined for refusal to work with such unsafe tools, materials or equipment or under such unsafe working conditions.

(69) In order to protect the health of the employees, no employee shall be required to mouth any nails or staples. All lath nails must be blued and always be kept in a safe and sanitary condition.

(42) The union shall have the right to strike, remove men from the job, or engage in any other lawful economic activity in the event an employer violates any of the applicable State Safety Codes provisions, but in such event only that portion of the jobsite where the violation occurs shall be stopped. At such time, the union shall submit to the employer a written list of the alleged violations and the work shall not resume until such time as the violations specified in the written notice have been corrected.

The same proportion of agreements specify that workers comply with the contractor's safety rules, or with public safety laws and ordinances. About one

in three of these indicate penalties, usually discharge, for workers violating the rules:

(70) It shall be a condition of employment that all employees use and wear the safety equipment provided by the contractor and practice the safety procedures specified by the contractor and OSHA, Construction Safety Act of 1969 and the State Safety Code. Failure to comply will subject employees to immediate dismissal without recourse.

Some agreements make employees responsible for reporting any unsafe conditions to the supervisor or steward, so that corrective measures can be taken:

(71) If an employee or union member feels that an unsafe condition exists on the job, he shall report it immediately to his foreman, who, if he concurs, shall take steps to correct the condition. If the foreman does not concur, the matter shall be taken up by the foreman with the employer in an attempt to resolve any differences. If the matter cannot be resolved, it may be referred to the grievance procedure.

(13) When the occasion arises where an employee gives written report on forms in use by the employer of a vehicle being in an unsafe operating condition, and receives no consideration from the employer, he shall take the matter up with the officers of the union, who in turn will take the matter up with the employer.

Obligations of employer for employee safety

Construction work is more hazardous than work in most other industries. As a result, most construction agreements place obligations on employers to reduce or minimize the employees' risk. Of the agreements studied, more than 80 percent made some reference to employers' safety obligations.

More than half the agreements indicate the employer's responsibility to furnish safety equipment. Some clauses are general, while others name specific items such as hard hats or safety glasses:

(72) The employer agrees to furnish all equipment necessary to safely perform work within the jurisdiction of the electrical workers.

(73) Employers agree to furnish normally utilized safety equipment, other than personal clothing (clothing made to fit size) necessary to safe performance of the work including, but not limited to, hard hats, goggles, protective shields, safety belts, etc.

A minority of provisions indicate that employers must furnish adequate lighting or ventilation (including respiratory equipment):

(74) When workmen are working at night, adequate lighting shall be provided to permit them to do their work with a maximum degree of safety.

(75) Any employee, while welding or burning galvanized material or stainless steel, or any other materials that give off toxic and/or poisonous gases, shall not be required to weld in spaces that are not properly ventilated or are not in conformance with the State Safety Code.

(76) No cement masons shall be allowed to work where blower fans or open salamanders, gasoline, oil or torch, which are injurious to the health of cement masons, are used. Salamanders in particular must be piped to a flue or outside opening.

About one in eight agreements specified that first-aid equipment would be provided on the job:

(77) On all jobs, the contractor shall be required to furnish a first-aid kit.

(78) The employers agree that on all company equipment there will be approved Red Cross first aid kits.

Clauses specifying the procedure to be followed in the event of an accident appear in nearly a quarter of the agreements. These usually assign responsibility for the care of the accident victim:

(79) When an injury occurs on the job, it shall be the duty of the foreman or man in charge to immediately notify the doctor or the hospital that the patient is being taken to of the insurance or coverage to facilitate immediate admittance.

More than 60 percent of the agreements include various other employer safety provisions, such as pledges of compliance with safety laws and ordinances, requirements that the employer furnish safe tools, equipment or transportation, and numerous others. The clauses are sometimes general, and sometimes apply only in a narrow area, or with respect to a specific condition or law:

(80) The steward shall be the safety representative for the union on all jobs unless changed by the mutual consent of the business manager and the employer.

All work of the employer shall be performed under mutually approved safety conditions, which

must conform to State and Federal regulations. All toilets and washrooms shall be kept in a clean and sanitary condition, properly heated and ventilated and suitable quarters with heat shall be provided for the men to change clothes and eat their lunches. There shall be facilities provided for drying clothes and employees shall receive fair reimbursement for the loss of their clothes by fire when properly stored in a place designated by the employer, the amount of the actual loss to be determined between the employee and the employer's insurance adjuster.

In chemical plants the employer will give proper consideration to any unusual conditions that may exist which cause unusual loss of work clothes. Isolated cases under this section are subject to settlement under the grievance procedure . . . Scaffolding, staging, walks, ladders, gangplanks and other safety appliances shall be provided where necessary and shall be constructed in a safe and proper manner by competent mechanics. Proper lighting and ventilation shall be provided for all enclosed working spaces. The employer shall furnish suitable guards around welders for the protection of the employee's eyes.

(81) Both parties mutually agree that the health and safety of the members of the party of the first part is of paramount importance, and that the following regulations shall be strictly adhered to.

A. After November 1st all buildings in which members of the party of the first part are employed shall be satisfactorily closed in and heated. Waiver of this regulation may be obtained through mutual agreement between the party of the first part and the party of the second part.

B. Staging, planking or scaffolding shall be of sufficient strength and soundness. For all lathing work of 14' height or under, the staging or scaffolding shall be constructed by the lathers who are employed on the jobsite. The staging or scaffolding shall comply with the State safety laws, and be approved by the union steward on the jobsite.

C. Tools supplied by the party of the second part shall be of reliable manufacture, safe and approved by the party of the first part. The party of the first part reserves the right to prohibit the use of such tools it believes are a menace to its members.

D. There shall be no lost time on day of injury for employees who are obliged to receive medical treatment. All sick or injured men shall be accompanied by a responsible person when needed.

E. It is agreed by the party of the second part that there shall be no cause for grievance or complaint should members of the party of the first part refuse to work on any and all jobs where the conditions of this article have not been fulfilled.

(82) Vertical reinforcing dowels, that are exposed and constitute a hazard to an employee that may be working above same, shall be covered.

In fewer than 10 percent of the agreements, labor-management safety committees were established to foster joint efforts to solve safety problems and to promote safe working conditions:

(83) 1. A Joint Labor-Management Safety Committee shall be formed to develop an Accident Prevention Program in the Building Construction Industry of Western Pennsylvania.

2. The Accident Prevention Program developed by the Labor-Management Safety Committee shall not conflict with the Pennsylvania State Code or any safety rules now in effect by virtue of any of the existing collective bargaining agreements between building construction industry employers and the various building trades unions.

3. The Joint Labor-Management Safety Committee will consist of 4 representatives appointed by the Construction Industry Advancement Program and 4 representatives appointed by the Pittsburgh Building Trades Council.

4. All employing contractors will appoint, from the management, a representative who will have the duty and responsibility of promoting and enforcing the Accident Prevention Program in their respective organizations as developed by the Joint Labor-Management Safety Committee.

5. When the project contracts are over $1,000,000, each prime contractor, each craft, and each principal subcontractor employing more than six employees on the project, shall provide a representative to attend safety meetings in order to coordinate their combined efforts in compelling the employees to comply with the Accident Prevention Program.

6. The safety meetings shall be conducted by the general contractor's safety representative, or his nominee, and the craft's elected representative shall record the minutes.

(84) The union and the employers agree that a committee appointed by said union and employers shall meet to study further safety measures to insure the safety and protection of cement masons while employed at their trade.

Part V. Provisions Governing Working Conditions

Part V. Provisions Governing Working Conditions

Advance notice of layoff or termination

Advance notice of layoff or termination is required in about one-third of the 769 construction agreements examined.[8] Such clauses are most typical in carpenters' and electricians' agreements. Advance notice to individual workers usually is short—an hour or less—allowing enough time for the worker to pick up his tools and change clothes.[9] Clauses calling for notice to the union usually stipulate a longer minimum period. Often, the advance notice provision requires the contractor to pay employees in full at the time of their discharge, or face a waiting time penalty:

(85) Any man laid off shall be notified one-half hour before layoff and shall be paid in full at the time of layoff. A ten percent penalty, based on wages due, shall be levied and collected by the employee from his employer when he fails to pay wages on time.

(86) Foremen shall notify employees of their discharge on the scaffold and shall make the necessary arrangements whereby the men shall receive their pay envelopes ½ hour before quitting time. When men are to be laid off the steward shall be notified of the names of these employees at least 4 hours in advance except in extenuating circumstances.

(17) Workmen, when discharged shall be paid all wages due in full immediately and shall be allowed an hours' time to gather their tools and personal belongings. In the event the employee is not paid off, waiting time at the regular rate shall be charged until payment is made. The business office of the local union must be notified 48 hours in advance of any layoff, Saturdays, Sundays and holidays are not included.

[8] Provisions in the construction industry often use the terms layoff, discharge, and termination interchangeably to indicate a permanent separation. In most other industries, layoff normally means a temporary or indefinite separation, with a likelihood of eventual recall to work.

[9] Longer advance notice requirements may be impractical on outdoor work because of weather uncertainty, or unnecessary because workmen generally are aware when work within their own jurisdiction is nearing completion.

Restrictions on materials

A minority of the agreements (15 percent) place restrictions of various types on the materials used in construction. Most frequently encountered were limitations on the installation of prefabricated materials, i.e. units composed of parts assembled off the jobsite. Agreements covering the plumbing and sheet metal crafts were most likely to contain such restrictions. The object generally was to prevent "erosion of the bargaining unit" or the loss of work customarily claimed as within the union's jurisdiction:

(87) No employee need handle any prefabricated and/or preassembled reinforcing steel mats produced off the construction job site by employees not covered by this agreement, if such production consists of work or work function customarily or traditionally performed by employees covered by this agreement. No employees shall be disciplined or laid off for refusing to work under this section.

(88) Junction boxes, pull boxes, raceways, supports and hangers, intended for the housing or support of wires, cables or electrical equipment and electrical fixtures, custom built or specifically made to fit job conditions shall be fabricated on the job, or on other premises provided by the contractor, by electrical workers whose rate of pay is established under the terms of this agreement. This, however, shall not apply where standard or catalogue items are used, such as, panels, switchboards, telephone cabinets, current transformer cabinets, trims and troughs, and so forth.

The agreements occasionally required that the materials brought to the jobsite be union made:

(89) [The local union] reserves the right to refuse to handle, erect or install fabricated materials

sent to the job that have not been fabricated by journeymen members of the [national union].

(90) There shall be no restriction on the use of any raw or manufactured materials, provided they are union made and labeled.

A small proportion of the agreements indicated that the employer would not be allowed to use prison-made goods. Behind this prohibition is an historical union policy opposing the use of material not made under union-negotiated working conditions. Rarely, foreign-made materials were similarly banned:

(91) A contractor shall not be hindered or prevented in using any type or quantity of machinery, tools, or appliances, and may secure materials or equipment from any market or source as he sees fit, except prison made goods, without interference of any kind.

(92) Square or rectangular marble floor tile not further finished than sand or diamond ground up to 4 square feet or rough sawn slabs may be utilized if quarried out of a domestic quarry (but not foreign) regardless of thickness.

Some provisions did not specify restrictions on any particular class of materials, but indicated that the employer would make every effort to avoid the use of materials which might cause "discord or disturbance" on the job:

(39) It is further agreed that the employers and their sub-contractors shall have freedom of choice in the purchase of materials, supplies and equipment, save and except that every reasonable effort shall be made by the aforesaid to refrain from the use of materials, supplies and equipment, which use will tend to cause any discord or disturbance on the job.

(93) Individual employers and their subcontractors shall have freedom of selectivity in the use of materials, supplies and equipment and method of transportation, except that every reasonable effort shall be made by individual employers and their subcontractors to refrain from the use of materials, supplies or equipment, or method of transportation which will tend to cause any discord or disturbance on the project.

Rules governing crew size, height, and weight

Of the 769 agreements examined, 296 referred to crew requirements or manning for specific operations. Such provisions quite often are safety related, since undermanning can result in accidents. The clauses sometimes imposed a penalty for noncompliance:

(82) No less than 6 men and a foreman shall be employed around any guy or stiff-leg derrick used on steel erection, and all mobile or power-operated rigs of any description no less than 4 men and a foreman shall be employed. However, under certain conditions, a lesser number of men may be used with prior agreement between the contractor and business agent.

(94) When a contractor fails to properly man any piece of equipment under the terms of this agreement he shall be required to pay double full wages (including the cost of fringe benefits) for each day the equipment is unmanned to the next qualified registrant in the district in which said violation occurred.

It was often a condition that no employee be permitted to work alone under isolated or potentially hazardous conditions. Electricians are usually protected by such requirements:

(95) On all energized circuits or equipment operating at 480 volts or more and/or on any energized circuits rated 1000 amperes or more, as a safety measure 2 or more men must work together. They shall be supplied with proper tools and protective equipment for such work.

Slightly less than 10 percent of the agreements place restrictions on the amount of weight employees were required to lift, and a similar number place some limitation on working at heights above the ground. These clauses appear most often in agreements negotiated with the Bricklayers Union. The provisions generally serve also as crew size requirements:

(96) On all block or masonry units weighing 40 pounds or more, two bricklayers shall be employed.

(97) It is agreed by the employer that any and all cement containers shall not exceed 60 pounds in gross weight.

(98) On installation where safety or possible injury to employees on heavy lifting of materials or hazardous work exist, business representative or job steward may request additional men placed on such job.

(99) The shipment of asbestos cement in bags or containers shall not exceed 50 pounds. Any materials over 50 pounds shall have the required manpower for handling. . .

At least two men [are required when] working on jobs where work is performed in shafts,

tunnels, hung ceilings, crawl spaces and hazardous roof jobs.

Limitations on tools and equipment

Most agreements place no limitations on the employer's right to employ tools and equipment of his choice on the job, or to introduce new laborsaving devices or technological improvements. However, a minority (fewer than 10 percent) of the agreements did restrict or prohibit certain items. These were largely concentrated in agreements covering painting operations, although they also appeared in other craft agreements:

(100) No employee shall be allowed to work with a brush larger than 4 inches in width on interior and exterior woodwork. No employee shall be required to use any brush in oil which exceeds four and one-half inches. On water colors or any latex material a 6 inch brush shall be the largest used.

(101) The mechanical equipment now being used is permissible, but any newer type machines shall not be put into operation without the consent of the union, which consent shall not be unreasonably withheld.

(102) Employees shall retain trowel in their hand hand while laying brick, and shall not allow mortar to be spread in a wall with any other implement than a trowel.

Prohibitions or limitations on working employer

Many contractor-employers are former journeymen in a craft; some of the small contractors, in fact, may alternate between contractor and journeyman status. The small contractor may wish to work alongside his employees with the tools of his trade—a wish not always granted under the agreement. Restrictions on working employers may be introduced into the agreement to preserve work for journeymen, and to avoid conflict of interest, since the working employer may be a member of an employers' association and at the same time be performing work reserved for members of the bargaining unit.

Nearly a third of the agreements placed restrictions on employers working with tools of the trade, or prohibited the practice entirely. Such clauses were most prevalent in agreements with the Electricians, Painters, and Plumbers unions, and were relatively uncommon in those covering the Boilermakers, Ironworkers, Carpenters, Operating Engineers, Laborers, Lathers, and Teamsters.

Only 10 percent of the agreements studied place an absolute ban on employers working with tools:

(101) The employer hereby agrees that he shall perform no manual labor on any work covered by this agreement.

(103) The union agrees not to contract, subcontract or estimate on work, nor allow its membership to do so, nor to act in any trade capacity other than that of workman. It is also agreed that no member of a firm or officer of a corporation, or their representative or agent, shall execute any part of the work of application of materials.

(104) The employer shall not work "with the tools."

A much larger proportion of the agreements allowed an employer to work with the tools under specific conditions. Some required the contractor to employ a minimum number of workers, while others limited the number of members of the firm who could perform journeymen's work:

(105) All working contractors must employ at least 2 journeymen before he is allowed to work with tools. This applies to contracting members who are signators to this agreement.

(46) Not more than 1 owner of a firm or company which is an individual employer under this agreement shall be permitted to perform work covered by this agreement.

Some provisions permit an employer to work only under emergency conditions:

(106) No employer shall be permitted to work with the tools except in case of an emergency for the protection of life and property.

Restrictions on nonbargaining unit personnel doing bargaining unit work

Somewhat similiar to restrictions on working employers, and also somewhat related to subcontracting limitations, were provisions in about a fifth of the contracts banning the placement of persons other than employees covered by the agreement on work within the agreement's jurisdiction. These provisions evidently prohibit assignment to bargaining unit work

of journeymen from other crafts or members of management:

(107) It is agreed by the employer that employees covered by this agreement shall not be required to do any work that is not covered by this agreement, and that any work that is covered by this agreement shall not be assigned to any employee who is not covered by this agreement.

(108) The employer agrees to respect the jurisdiction of the union and shall not direct or require its employees or persons other than the employees covered by the bargaining units here involved, to perform work which is the work of the employees in said units.

Subcontracting limitations

Because of the complex nature of construction operations, both general and specialized contractors under union agreement may find it necessary to subcontract certain work to employers who have experience and equipment best suited to the required tasks, but who are not necessarily parties to the specific agreement. Negotiators of construction agreements generally recognize the frequent need to subcontract work, but at the same time place limitations on the practice to prevent abuses that may be detrimental to both union members and legitimate contractors.[10] About 75 percent of the agreements surveyed contained various limitations. The strongest provisions required the subcontracting work to be let only to employers already party to the agreement or to one essentially the same:

(109) The employer agrees that when subletting or contracting out work covered by this agreement which is to be performed within the geographical coverage of this agreement and at the site of construction, alteration, painting or repair of a building, structure or other work, he will sublet or contract out such work only to an employer who has signed or is covered by a written labor agreement with the union (which agreement shall be in substance identical with this agreement) and who employs or agrees to employ 2 or more journeymen during at least 39 weeks of the year.

The employer further agrees that he will give written notice to all sub-contractors that such sub-contractors are required to pay their employees the wages and fringe benefits provided for in this agreement.

Other provisions require only that subcontractors abide by the terms and conditions of the agreement. In effect, this also means the employer must comply with union security provisions, including a union shop if the agreement so states:

(110) The employer agrees that subcontracting shall be done in accordance with the terms and conditions of this agreement.

(72) . . . The subletting, assigning or the transfer of any work in connection with electrical work to any person, firm, or corporation not complying with the terms of this agreement by the employer, will be sufficient cause for cancellation of this agreement, after the facts have been determined by the International Office of the union.

Sometimes, agreements require the subcontractor to provide union wages and working conditions, but specifically exempt him from the terms governing union recognition and union security:

(111) The contractors agree that whenever any work covered by this agreement is subcontracted it shall be subcontracted only to subcontractors whose employees enjoy wages, hours and other conditions of employment equal to those contained in this agreement. It is understood that this paragraph shall be and become a part of the specifications on any work which a contractor shall sublet in any manner to a subcontractor. A subcontractor is a contractor who performs work on the site of the project, including the production of materials from a point or location which has been specifically opened to provide materials for the project. The union agrees that the scope of this article is expressly restricted to the aforesaid subjects, and shall not be construed to include union recognition, union security or hiring clauses, or any other provision related thereto.

Restrictions on subcontracting employers sometimes were narrowed to compliance with the union wage scale:

(112) If an employer subcontracts work to be performed at the job site, the employer shall require the subcontractor to sign a subcontract agreement containing the following provisions: The subcontractor agrees to comply with the provisions relating to wages, fringes, and premium pay of the 1972, 1973, and 1974 collective bargaining agreement in the highway and heavy construction industry entered into between [the as-

[10] For a detailed discussion of this subject see "Major Collective Bargaining Agreements: Subcontracting," (BLS Bulletin 1425-8).

sociations] and the . . . unions for the duration of such prime contractor or employer's project.

The agreement of the subcontractor to so comply shall apply:

1. Only to those collective bargaining agreements which cover classifications of work in which the subcontractor has employees working on the project; and

2. Only to work performed on the project.

The employer shall require the subcontractor to sign a subcontract agreement containing the foregoing provision only:

1. With respect to work located in territorial areas covered by the terms of the respective union agreements, and

2. Where the subcontractor does not represent to the employer that he has an established building trades collective bargaining relationship covering the affected classification of work.

(113) Subject to other applicable provisions of this agreement, the employer agrees that when subcontracting for prefabrication of materials covered herein, such prefabrication shall be subcontracted to fabricators who pay their employees engaged in such fabrication not less than the prevailing wage for comparable sheet metal fabrication, as established under provisions of this agreement.

Restrictions on employee transfer

The agreements often place certain restrictions on the employer's right to transfer employees between jobs, or to other employers. Such provisions are found in 132 of the 769 agreements examined. They are probably intended to prevent employers from circumventing the union referral systems:

(114) The employer shall not loan or borrow employees from or to other employers in the electrical contracting industry without first securing written approval from the union office and then only when applicants possessing the required skills are not available under the referral procedure.

(115) No men shall be loaned from one shop to another at any time.

Construction standards

About one agreement in five requires all work performed under the agreement to conform to established standards of quality.[11] The provisions were most prevalent in agreements covering electricians, and were also frequently found in agreements covering asbestos workers, lathers, plasterers and plumbers. The clauses may help discourage use of substandard shortcuts and slipshod work. Some of the provisions stated that an employer who discharged an employee for complying with standards would be held in violation of the agreement:

(116) Compliance with codes: All parties to this agreement agree to comply with all provisions of the Administrative Code of the City of New York as they relate to the plumbing industry and Industrial Code of the State of New York, in all matters contained therein and particularly those affecting or relating to the plumbing industry in the jurisdiction of [the union] in the City of New York.

Compliance with plumbing code and contract specifications: The quality of workmanship shall be pursuant to and in accordance with the Plumbing Code of the City of New York and the contract specifications. All work to be thorough: All work shall be executed in a thorough and workmanlike manner. An employer who shall discharge a journeyman or apprentice for performing his duties in compliance with the Plumbing Code of any jurisdiction covered by this agreement shall be deemed to have violated this agreement and shall be subject to charges and discipline therefore by the Joint Arbitration Committee. Tests to be witnessed: The union reserves the right to have its business agents witness all tests required by the Plumbing Code. All tests must be "water tight" before the business agent is called. Foremen shall notify the union 24 hours in advance for requested testing.

(117) All employees shall install all electrical work in compliance with State laws and local ordinances governing such work, and all electrical installations shall be made by employees authorized or permitted by law to perform such work. All employers shall comply with all laws pertaining to licensing, inspection and codes.

(118) A joint committee shall be appointed July 1, 1972 to investigate, process, and formulate standards for workmanship using FHA, SMACNA, etc. standards and refer violations to the Joint Adjustment Board. These com-

[11] The relatively low prevalence may be because construction work is generally subject to State, county and municipal building codes which establish legal minimum standards, and to inspections for violations.

mittees shall meet quarterly throughout the life of this agreement.

Jurisdiction of repairs

The jurisdiction of the agreement sometimes includes the repair of equipment used by members of the bargaining unit. A small number of the construction agreements made separate reference to this jurisdiction:

(119) Mechanics with the assistance of the operating engineers and oilers or apprentices shall repair, mantle, and dismantle all equipment that comes under their jurisdiction . . .

Operating engineers and oilers regularly assigned to a machine shall be allowed to repair or assist in repairing same when repairs on the job are necessary, at their regular rate.

The provisions referring to repair of equipment usually recognized the right of nonbargaining unit personnel to make repairs or adjustments under certain conditions. Warranty work on new equipment or emergency repairs were sometimes excluded from the repair jurisdiction:

(120) The repair or adjustment of any equipment or machinery pursuant to the terms of a guarantee by the manufacturer thereof, or his agent or employees, will not be subject to this agreement and the union will not interfere with such employees on such exempted work; provided, however, that this does not apply to the assembling and erection of machinery on and during a construction job prior to completion of the erection.

(93) . . . This agreement does not apply to warranty work performed upon equipment purchased from a recognized dealer, nor does it limit the right of the individual employer to use the field services of a permanently established commercial shop in emergencies. Permanently established shops or plants shall not consist of shops or plants erected on the job site or erected to service the work of one job or project. This agreement does not include on-site work performed by commerical engineering or survey firms.

(44) All repair work on the job on equipment under our jurisdiction shall be by operators at the regular scale of wages, but this shall not bar the employment of specialists when necessary.

Faulty work

About one in eight provisions applied a penalty to any employee adjudged guilty of poor quality work. Usually, the clause indicated that the worker would be required to make the work meet standards at his own expense:

(121) Whenever a tile setter shall do imperfect work, it shall be the duty of the business agent to investigate and if he finds the complaint justified he shall order the tile setter to repair the work at his own expense.

(122) When the employer and the business representatives of the union jointly agree that faulty, mistaken or unacceptable work clearly due to the fault of the journeyman has been installed by the journeyman, it shall be corrected by the journeyman without cost to the employer.

Furnishing and storing tools

With rare exceptions, the contractor provides all the more complex or power-driven tools needed on a project. He may also provide simple handtools, but in many crafts it is common for the journeymen and apprentices to provide them. Many agreements fix the responsibility for furnishing all or specified tools; about 43 percent of those studied required employees to furnish tools, and about half placed similar requirements on employers. Many of the clauses divided the responsibility, often requiring employers to provide power-driven tools, and employees to provide their own handtools.

Clauses referring only to the employee's responsibility for providing tools were most prevalent in agreements covering iron workers and sheet metal workers, while those referring only to employers were most likely to be found in plumbers' and asbestos workers' agreements. Some provisions were general, while others listed the specific tools required:

(123) Each contractor shall furnish journeymen and apprentices all tools necessary to do their work. In those cases where men are issued hand tools which may be kept in an ordinary portable tool box with a lock in which the tools, tool box and lock are properly identified and completely in the care, custody and control of the employee, the employer may require as a condition of employment that the employee sign a receipt for these tools, box and lock, and be responsible for them, excepting only for ordinary

wear and tear. In case of a dispute as to accountability, if the business manager and the contractor cannot agree, the matter shall be arbitrated.

(46) Cement masons will be required to furnish the following "Bag of Tools": 3 trowels (varying sizes to fit work); 1 pointer (trowel); 1 set of coving tools (1 nose and 1 cove); 1 wood hand float; 1 rubber float; 1 hammer; 1 sledge hammer; 1 hand saw; 3 hand edgers (¼", ½" and ¾" radius to match coving tools); 1 set of knee pads; 1 hand brush (paint brush); 2 levels (1 pocket; 1-24" or longer); 300" nylon cord; 1 pr. pliers, w/side cutter; carpenter pencil; and marking crayon. All tools are to be manufactured in the United States.

Agreements applying to electricians, carpenters, and painters were the most likely to require both employers and employees to provide tools:

(124) Each journeyman and apprentice shall provide himself with sufficient tools to perform a day's work. All saw horses, work benches and power tools shall be furnished by the contractor. Journeymen and apprentices will be required to have their tools in good working condition when reporting for work with the contractor.

Generally, a safe and dry place to store tools is to the advantage of both employers and employees. About two out of five agreements required the employer to furnish such storage area. The clauses were found in more than 90 percent of the carpenters' and electricians' agreements. Some clauses provided storage facilities for clothing as well. A few disclaimed employer responsibility for loss or damage:

(125) The employer agrees to provide a safe place for the storage of worker's tools and clothing on all jobs. He shall also, when needed and practical, provide a suitable enclosed heated area to be used for changing clothes subject to the approval of the business manager.

(126) Contractors shall provide a suitable place where employees may keep tools and clothing but assumes no liability for loss or damage to same.

Tool replacement and insurance

About a quarter of the agreements indicated that the employer would reequip or reimburse the employee in the event his tools were stolen or destroyed. Often, the employer agreed to cover such losses up to a specified amount. The provisions were present in most iron workers', carpenters' and electricians' agreements. Occasionally, the union assumed part of the liability:

(95) The employer shall provide suitable lockers or chests for storage for clothing and tools on jobs where other trades are employed and in the event of loss by fire or theft the employer agrees to reimburse the employee for the value thereof.

(127) When it is necessary to store employee tools on the job site during his non-working hours, the contractor shall be responsible for loss due to fire, or burglary at 70% of cost to a maximum payment, as follows: carpenters $200.00; millwrights $500.00. It shall be the responsibility of the employees when storing tools, to furnish a list in duplicate to the employer to obtain this protection.

(128) The employers agree that they should make every effort to provide a reasonably safe place for tools and clothing and likewise the employee recognizes his responsibility to protect company tools. Employers and the local union agree to jointly reimburse elevator constructor mechanics and elevator constructor helpers for tools or clothing lost on the job, the employer to pay 75% and the local union to pay 25%. Claims are limited as follows:

Overcoat	$ 50.00
Other clothing	$ 60.00
Tools	$200.00

An affidavit must be submitted to the local union and the employer by the employee claiming the loss.

Employee facilities

Clauses in two out of five agreements called for the company to maintain a suitable shelter for workers to change clothes and eat their lunch. Often the clause further stipulated that the shelter should be appropriately heated and lighted. The prevalence was highest for boilermakers, iron workers, carpenters and laborers:

(129) On heavy construction a suitable change house shall be furnished for the use of the crafts to keep their clothes and eat their lunches. Under no circumstances will materials be stored therein. The steward will be furnished with a key. The change house shall be properly heated

when necessary and light supplied when necessary.

(10) A warm dry place shall be provided for the men to change their clothes and eat lunches. Ice water and reasonable sanitary facilities will be made available.

Nearly half the contracts indicated that the employer must provide suitable drinking water to workers on the job. Sanitary toilet facilities were required by slightly under one-third of the agreements:

(130) The employer agrees to supply sanitary drinking water.

(131) It shall be the aim of the contractor and union working in conjunction with each other to work toward abolishing on-the-job JONS and installing sanitary temporary toilet facilities.

(132) All employers shall furnish sanitary drinking water in vessels with faucets and sanitary drinking cups.

All barrels and containers shall be kept in strictly sanitary conditions at all times and ice water will be furnished by the employer.

Work clothing

Employers occasionally were called upon to provide certain articles of work clothing. These clauses were relatively rare, and usually applied only in situations where employees' regular work clothing could be damaged:

(102) Any employee covered by this agreement working with any special materials such as black mastic, caulking compounds, fire clay and epoxies, etc. that may spoil clothing shall be provided with coveralls and gloves by the employer before the employee starts to do his work.

Part VI. Hours, Overtime and Premium Pay Provisions

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Hours of work

The scheduled daily and weekly hours in the construction industry vary little from those for the work force as a whole. All of the contracts specifying scheduled workdays established a 5-day workweek:

(118) The regular time shall consist of 35 hours per week divided into 5 work days (from Monday to Friday inclusive) of 7 hours each.

Of 653 agreements stating the number of hours in a standard workweek, 90 percent established a 40-hour week, with 8 percent stipulating a 35-hour week:

(133) The work week shall be 35 hours, Monday to Friday inclusive.

(134) Eight hours shall constitute a day's work, between the hours of 8:00 A.M. and 12 Noon and 12:30 P.M. and 4:30 P.M. on Monday, Tuesday, Wednesday, Thursday, and Friday, making 40 hours constitute a week's work.

The number of hours in a workday was found, with one exception, to vary from 7 to 8 hours a day.[12] The 8-hour workday was set by 694 of the 759 contracts specifying daily hours. While most agreements specified starting and quitting times, some provided only a range within which the workday must start and end:

(135) Eight consecutive hours, exclusive of lunch period, between 8:00 A.M. and 5:00 P.M. shall constitute a day's work.

As construction work often requires extensive coordination between several crafts working on the same project, a few contracts allowed local daily work hours to be shortened to coincide with the majority of crafts in the area:

(136) Eight hours shall constitute a day's work, from 8:00 a.m. to 5:00 p.m. from Monday to Friday, inclusive, except in territories where a shorter work day prevails among a majority of the building trade unions on building work.

Limitations on schedule changes

The employer's right to change established work hours was limited in 378 of the agreements studied. Clauses requiring schedule changes to be approved by the union appeared in 250 of these:

(137) Where working hours of a customer are such that they do not correspond to the regular working hours set forth in this agreement, it shall be permissible for the parties to this agreement to adjust said working hours to accommodate the working hours of the customer without premium time payment. In all cases requiring adjustment of working hours the contractor shall have his request approved in writing by both parties to the agreement prior to the adjustment of said working hours.

A few agreements provided for adjusting the daily starting time during those months in which daylight savings time was in effect:

(138) Eight hours shall constitute a day's work, from 8 A.M. to 5 P.M. from Monday thru Friday, inclusive, from October 1 to May 1 and 7 A.M. to 4 P.M. from May 1 to October 1, or hours agreed to between the contractor and employees.

Prior notification to the union of a schedule change was required in 25 agreements:

(139) By mutual agreement between the employer, employee and the union, a departure from regular working hours for excessive heat conditions shall be allowed. This departure from regular working hours shall be permitted only during the months in which Daylight Savings Time is in effect. The

[12] The International Brotherhood of Electrical Workers—New York Electrical Contractors Association, Inc. contract provides for a basic 5-hour day, or 25-hour workweek, with overtime for all work outside the basic schedule.

employer and employee shall notify the union not less than 24 hours prior to a change in schedule.

As a means of providing employees with additional personal time some contracts provided for a decrease in the total length of the workday by allowing the lunch hour to be shortened. A shortened noon period generally requires the agreement of the workers and the employer, or their representatives:

(140) Noon hour may be curtailed by agreement with the men on the job and the contractor or his representative.

Provisions in 240 agreements stipulate a maximum variation in the scheduled daily starting time:

(141) The work day may be changed up to one hour earlier with the consent of the union during the period of April through October, and overtime hours will be adjusted accordingly.

Forty-three of the agreements require that the schedule change remain in effect for a minimum or maximum period of time:

(42) Upon certification by the District Council that a serious unemployment emergency exists, the matter shall be referred to the County Joint Committee. If the County Joint Committee finds that such an emergency does in fact exist, it shall declare a 4 day week of 7 hours a day in effect for a period not to exceed 13 weeks. During such emergency, Monday shall be the day excluded as a work day.

(143) The regular work day shall consist of 8 hours work to start on a one or two shift operation not earlier than 7 A.M. If the employer decides the starting time to be 7 A.M. instead of 8 A.M., he shall continue starting at that time for at least five consecutive days.

Overtime provisions

Virtually all agreements surveyed contain clauses stipulating premium pay for work beyond or outside of the standard or scheduled daily or weekly hours.

Daily overtime. Of 442 contracts having clauses providing premium pay for work performed over a specified number of daily hours, 413 require overtime to be paid after 8 hours work. Only 22 contracts required overtime pay for work after 7 or 7½ hours. The premium rate was double time in over half of these contracts—a higher rate than generally found in other industries. Most remaining clauses set the rate at time and one-half:

(62) The regular working day shall consist of 7½ hours labor in the shop or on the job between 8 A.M. and 4 P.M. Except as otherwise provided pursuant to . . . this article, all work performed outside of regular working hours and performed during the regular work week, shall be at double times the regular rate.

(144) All time worked in excess of 8 hours per day shall be paid for at time and one-half the regular rate.

(27) All hours worked over 8 hours shall be compensated at double the straight-time hourly wage rate.

Weekly overtime. Premium pay for work in excess of a fixed number of weekly hours was required in 100 of the 769 surveyed contracts. Most of these stipulated overtime pay for work over 40 hours per week. The time and one-half rate was established by approximately half of the clauses, and double time by virtually all the rest:

(31) All work performed by any employee after 40 hours in any one work week shall be paid for at the rate of time and one-half.

(145) Double the regular straight time rate will be paid for any hours or fractions thereof exceeding 40 hours in any one work week.

Overtime for work outside regularly scheduled hours. Premium pay for all work performed outside normally scheduled daily hours was required in 445 contracts.[13] These clauses often require overtime pay for work performed during a scheduled lunch break as well. Double-time was specified in approximately 70 percent of the clauses and the remainder required time and one-half or varied the rate:

(146) All construction work covered by this contract which is performed outside the regular working day shall be paid at double the basic wage rate.

Variations. The premium rate of pay occasionally varies according to the type of work performed or the location of the jobsite:

[13] Many of these indicated the premium would be paid for all work either outside of or after the stated hours and are included in both categories.

(43) The normal work day shall consist of 8 hours and the normal work week of 40 hours. Two times the regular rate shall be paid for all work in excess of 8 hours per day or 40 hours per week, whichever is greater. When an employer performs clearance and excavation for site preparation for industrial or building sites, the employer will pay the wage rates listed herein; all overtime will be performed at 1½ times the regular rate.

(147) The rate of pay for all work performed in Zone 1 and Zone 2 outside of or in excess of the applicable straight time shift including Saturdays, Sundays, and designated holidays as set forth in this agreement will be 2 times the applicable straight time zone rate, except as set forth [elsewhere].

The rate of pay for all work performed outside of or in excess of the applicable straight time shift, including Saturdays, Sundays, and designated holidays as set forth in this agreement in Zone 3 will be 1½ times the Zone 3 straight time shift rate in effect at time worked, except as set forth [elsewhere]. The rate of pay for all work after the first 8 hours in 1 calendar day in Zone 3 will be 1½ times the straight time Zone 3 shift rate in effect.

In a few cases the regular overtime rate for a particular craft was to match the premium rate of other crafts working the same overtime hours under the same general contract:

(16) Overtime shall be paid at the rate of 1½ times the regular wage rate except when crafts working the same overtime period receive double time for overtime, then carpenters working during the same overtime period within the same contract limit line and under the same general contract will be paid double time rate.

Graduated overtime rates. Of the 769 contracts studied, 65 provide for graduated daily permium pay. These clauses require an increased overtime rate after a specified number of overtime hours. About one-half the clauses specify an increase after 10 hours of work. Virtually all of the clauses stated double-time as the higher rate:

(148) After the agreed scheduled starting time and work day has been established, any time worked outside of such hours on said 5 days, either before starting time or after quitting time, shall be as follows: The first 2 hours shall be at time and one-half and all others will be at double-time.

Restrictions on overtime. Although only two contracts actually prohibited overtime, many placed various limits on the employer's right to schedule overtime work. It was common for overtime to be allowed only in an emergency, and then only with the approval of the union:

(149) No overtime shall be worked except in the case of an emergency and the contractor or his representative shall obtain permission from the responsible representative of the local union in whose jurisdiction the job is located.

Distribution of overtime. Provisions requiring an equitable distribution of overtime work were found in approximately one out of eight contracts. Generally, a clause of this nature requires the overtime to be equally shared by all workers capable of performing the work:

(150) Overtime work shall be, as far as possible, divided equally among the men on the job qualified to perform the work in question.

Weekend premium pay

In construction, as in most other industries, Saturday and Sunday are considered days of rest, and work on these days is subject to premium pay. Provisions requiring premium pay for Saturday occur in nearly 90 percent of the agreements surveyed, and for Sunday in well over 90 percent.[14] Almost 75 percent of the Saturday provisions establish a double-time rate—a much higher proportion than in most other industries; 95 percent of the Sunday provisions also require double-time:

(30) Work performed on Saturday, Sunday and Holidays shall be paid at double the straight time rate of pay.

Graduated Saturday rates. Graduated premium pay clauses, usually stipulating an increase to double-time after a specified number of hours, appear in over 20 percent of the contracts setting a time and one-half Saturday rate. In about half the graduated provisions, the higher rate applied after 8 hours of work. Four agreements varied the hours subject to the higher rate, and the remainder were equally divided between

[14] In addition, some agreements that do not directly refer to premium rates for Saturday or Sunday require an overtime rate for all work outside of regular Monday-Friday hours.

clauses setting periods under or over 8 hours:

(151) On Saturday work, the first eleven hours shall be at time and one-half and all additional hours at double-time.

Restrictions on weekend work. Provisions restricting the employer's right to schedule Saturday and Sunday work appear in 20 percent of the agreements; a few other agreements restrict work on Sunday only. Usually, work is not allowed without union approval. Under some clauses, work is permitted only in emergencies:

(152) Employees shall not work between 12:00 midnight Friday and 6:00 P.M. Saturday nor on Sundays except in cases of emergency or to prevent loss of life or property. In all such cases a permit stating the number of men must first be secured from the office of the union.

(153) No work shall be performed on Saturday, Sunday or Holidays without permission from the union.

Part VII. Wages and Wage Related Provisions

Part VII. Wages and Wage Related Provisions

Basic wage rate

In almost all of the contracts surveyed the basic wage rate was stated as either a single or a minimum hourly rate of pay. The single or flat rate of pay, found in 75 percent of the agreements, provides for a uniform wage applicable to all covered journeymen. The minimum wage rate requires the employer to pay the base rate, yet allows the payment of a higher rate at the employer's option. This may be done, for example, in a tight labor market to attract qualified workers:

(154) The rate of wage to be paid under this agreement to sprinkler fitters shall be $8.40 per hour effective August 1, 1974.

(155) Wages: Effective June 1, 1973 the minimum rate of wages shall be:

General foreman—20% above journeyman's rate of pay
Foreman —10% above journeyman's rate of pay
Cable splicer —10% above journeyman's rate of pay
Journeyman fireman .....$8.55 per hr.
Journeyman technician .....$8.55 per hr.
Construction stockman—50% of journeyman's rate of pay.

Deferred wage increases

To increase the stability of the collective bargaining relationship, and to reduce the risk of work stoppages, most contracts have a duration of 2 years or more. Deferred wage increases provide periodic or automatic wage adjustments to compensate for anticipated changes in the cost-of-living, area and industry wages, and company profits and related economic conditions which may be expected to occur during the life of the contract. Over 80 percent of the contracts studied had deferred wage clauses:

(156)

	EFFECTIVE DATE			
	9-1-73	3-1-74	9-1-74	3-1-74
General foreman pay scale shall be 1.226 times journeyman wage scale...	11.52	11.83	12.44	12.75
Foreman pay scale shall be 1.113 times journeyman wage scale	10.46	10.74	11.30	11.58
Sub-foreman pay scale shall be 1.056 times journeyman wage scale	9.93	10.19	10.72	10.98
Cable splicer pay scale shall be 1.046 times journeyman wage scale	9.83	10.09	10.62	10.88
Cable splicer foreman pay scale shall be 1.113 times cable splicer wage scale	10.94	11.23	11.82	12.10
Journeyman wireman pay scale shall be	9.40	9.65	10.15	10.40

Reopener clauses

Many agreements include a reopener clause allowing either party to request renewed negotiations on specific issues prior to the expiration date. While many reopener clauses restrict the area under consideration to wages, some enumerate noneconomic issues which may be discussed:[15]

[15] Table 65 page 40 in Characteristics of Construction Agreements (BLS Bulletin 1819) regarding reopener clauses is incorrect. The corrected statistics are in the table on page 37.

(157) It is further agreed by and between the parties hereto that this contract may be reopened for negotiation of wages only on or before June 1, 1973 by either party notifying the other party in writing at least 90 days prior to said date; this agreement shall expire on June 1, 1974.

(158) If during the life of this agreement, the majority of building trades crafts affiliated with the Detroit Building Trades Council go by contract to a shorter work day (less than 8 hours), or a shorter work week (less than 40 hours), [the union] shall have the right to reopen this agreement for the purpose of negotiating with the employer with respect to such shorter work day or work week. Upon [the union] giving to the employers 60 days notice of its intention to reopen the contract for a shorter work week or work day only, it shall be the duty of the parties to immediately commence negotiations on this subject, upon the expiration of the 60 day period.

(159) In the event of war, declaration of a national emergency or imposition of economic controls by any Federal authority during the life of this agreement, the parties agree to reopen this agreement for re-negotiation of matters dealing with wages, hours or other working conditions.

Contract reopener provisions in construction agreements, by union, 1972-73

Unions	*Agreements*	*Workers*
All unions	199	404,240
Asbestos Workers (HFIA)	6	1,080
Boilmakers (BBF)	7	19,750
Bricklayers (BMP)	12	7,700
Carpenters (CJA)	14	132,000
Electrical Workers (IBEW)	43	61,535
Elevator Construction (IUEC)	1	16,000
Ironworkers (BSOIW)	8	21,400
Laborers (LIUNA)	11	45,350
Lathers (WWML)	10	2,145
Operating Engineers (IUOE)	12	31,625
Painters (PAT)	14	13,060
Plasterers (OPCM)	14	8,545
Plumbers (PPF)	19	21,490
Roofers (RDWW)	6	2,040
Sheet Metal Workers (SMW)	14	9,855
Teamsters (IBT) (Ind.)	8	10,665

Bonding requirements

The financial instability of some smaller contractors has at times been a problem in the construction industry. Many individual contractors receive payment for work performed only after partial or total completion of the project. To insure that wages or payments to funds established by the contract will be paid, over one-half of the contracts surveyed required the employer to secure a bond in an amount sufficient to cover all or a portion of his obligation:

(146) Each employer shall procure and maintain, at his own expense, a surety bond in the principal sum of $10,000.00 to guarantee payment of wages, Pension, Welfare and Apprentice Education and Training Fund contributions during the term of this agreement.

(28) Each employer shall furnish a surety bond to the Trustees of the Welfare and Pension Funds and of the Vacation Plan, and of any other jointly administered funds which may hereafter be established, in the sum of $5,000.00, in order to secure the payments of the various fringe benefits provided for in this agreement.

Penalties for employer default

Most of the contracts enumerated the recourses the union might take if the employer failed to make wage and fund payments as required by the contract. Of the 656 agreements found to have such a clause, 56 allowed the union to withhold the services of its members, 149 provided for a monetary penalty and 451 stipulated a combination of the two. The workers sometimes were allowed to picket the work location. Many of the clauses required the company to bear all expenses related to collection of payments due:

(111) Any employer who fails to have sufficient funds in the bank to meet all pay checks issued to employees shall be liable also for the cost of collecting the amount due and the defaulting employer is to be deprived of the right to pay by check.

(160) The union agrees that it shall not withdraw employees unless reports and/or payments or contributions remain unpaid or delinquent on or after the 25th of the month following the month for which they are due and the employer agrees that the union may, at its discretion, withdraw employees on the 25th or any day thereafter, upon written notice of delinquency given prior thereto.

(161) Failure of the employer to comply with this article or any part thereof may be treated by the local as a breach of the working agreement between the local and the defaulting employer; and notwithstanding other provisions of this agreement . . . or otherwise to the contrary, immediate

work stoppage and the use of picket lines against such defaulting employer are permitted. Any cost, inclusive of legal fees, incurred by the local in the collection of obligations to make payment due the Welfare, Pension, and Apprentice Program Funds shall be borne by the defaulting employer.

Maintenance of rate

During a workday an employer may want to move a worker between classifications or operations paying different rates. A little more than one in 10 agreements surveyed required the employer to compensate such workers at the higher wage rate for the entire workday. The clauses sometimes allowed only one transfer per day or restricted the conditions under which an employee might be shifted:

(141) Employees covered by this agreement may be shifted only once during a day from a first to a second machine, and shall finish the day on the second machine, and they shall receive the higher rate of pay for the day.

(162) When cement mason vacancies caused by sickness or other unavoidable absences occur beyond the control of the contractor or when a contractor does not have a cement mason employee available on the job site to fill the vacancy for the work to be performed, he may use any employee on the project without regard to craft jurisdiction.

In such cases the employee shall be paid the rate for the classification of work which he is required to do; provided, that under no such circumstances shall an employee be paid at a lower rate than that of the classification under which he was working immediately prior to the temporary assignment.

Travel and transportation allowances

The area serviced by a contractor may include work projects located a considerable distance from the union's primary work area. Many contracts provide certain allowances for employees required to travel to work areas considered remote.

Various standards were used to define travel in excess of a reasonable distance. Travel limits often were in terms of a fixed distance from the center of town, the town hall, or the union hall, while other limits are placed at the town or city boundary, or union jurisdictional limits.

Transportation. Nearly 80 percent of the agreements provided transportation or an allowance for expenses incurred for transportation to distant locations. Most clauses applied daily transportation allowances to jobs within commuting distance. Some provided only for transportation at the beginning and the end of a project located beyond a commutable distance, and others allowed for both situations:

(131) Employees when working outside the city and do not return daily shall be paid board, lodging, and transportation. When work is located 50 miles or over from the city, one round trip transportation fare will be allowed.

(163) On a job which is located in the territorial jurisdiction of a local union and which is 18 miles or more, over the shortest distance by road, from the City or Town Hall of the headquarters of such local union, the employer agrees to pay two dollars per day as travel expenses to each employee for each day he works.

Travel time. Approximately half of the agreements provide paid travel time, usually at straight time pay, to workers required to travel beyond the union's jurisdiction, or other considerable distance to the jobsite:

(164) When workmen are sent to work by their employer outside the jurisdiction of the local union, they shall receive straight time pay for the time spent in traveling to and from the job.

(100) Traveling time shall be counted as working time and shall be paid at the regular rate of pay.

Meals and lodging. Workers required to travel beyond a normal commuting distance to the work location were provided room and board allowances in one of five contracts studied. An additional 6 percent of the agreements contained clauses furnishing meals alone:[16]

(165) When employees are sent out of the jurisdiction to work, the employer shall . . . if traveling through the night is necessary . . . pay for sleeping accommodations, and on such out of town job where the employee must pay for board and lodging, the employer shall pay such board and lodging in addition to the traveling expenses as provided for herein.

[16] These provisions usually referred to "board" and in fact may have meant the term to cover both meals and lodging.

Parking allowance. About one in five contracts requires the employer to provide parking areas, or a parking allowance to cover the cost of commercial parking, where convenient free parking is not available. Many clauses require the employee to present a receipt for parking expenses to prove eligibility for the allowance:

(166) Parking fees will be paid by the employer in the downtown Oakland area or at the Berkeley University of California area provided there is no free parking within 2/10 of a mile of the jobsite.

(67) Where free parking is not available, the employer will reimburse an employee a sum, not to exceed $.80 per day, upon presentation of his receipt for his parking. The employer has the option to designate the parking area.

(36) In the event free parking facilities are not available within 3 blocks of a jobsite, the employer will provide such facilities and the employer shall have the right to designate parking areas to be used. Where, because of congested parking conditions, it is necessary to use public facilities, the employer shall reimburse the employee for the cost of such parking upon being presented with a receipt of voucher certifying to the cost thereof, such reimbursement to be made on a weekly basis or at the conclusion of the project, whichever occurs earlier.

Per diem. Approximately four of 10 contracts provide for a per diem allowance. This is a fixed daily amount to cover room, board, transportation, and other expenses associated with work at a distant location:

(142) When members of the District Council are required because of job location, to live away from their place of residence, they shall receive not less than the regular rate of pay, plus $12.50 per day, to cover expenses from the date of leaving until the day of their return, inclusive, to their home area.

Shift work provisions

Clauses providing for shift operations appear in 438 contracts. Multiple shifts may be useful in some crafts to make more efficient use of costly tools and equipment to increase productivity, or to meet deadlines or high seasonal demand. The incidence of shift work clauses was highest in contracts covering boilermakers, iron workers, carpenters and laborers, and lowest in the asbestos, lathing, painting and roofing crafts.

From the worker's point of view, work outside the normal daily tour generally is not considered desirable. To compensate workers on the second and third shift, several types of differential are used.

Shift work compensation. The most prevalent form of shift work compensation, time differential, appears in 303 of the 438 contracts having a shift work clause. Time differential generally provides a standard workday's pay for less than the standard number of daily work hours, thereby, in effect, yielding a higher hourly rate:

(26) Where shifts are employed there shall be 8 hours straight time pay for 7½ hours work on the second shift and 8 hours straight time pay for 7 hours work on the third shift.

Of the 438 contracts having a shift work clause, 104 provided for compensation through money differentials alone, with 31 stipulating compensation of time and money.

Ninety-two of the 135 clauses including money as all or part of the differential required the payment to be calculated as a uniform percentage of the standard wage rate. Virtually all of the remaining contracts provided for a cents-per-hour differential:

(167) The rate of pay for work on an extra shift for the first 5 days of the regular work week as above specified (hereinafter referred to as the "extra shift rate"), shall be 10 percent above the [standard wage rates].

(25) During the term of this agreement or until such time as a uniform shift agreement is agreed upon, employees on the second shift shall be paid 10¢ per hour and employees on the third shift 15¢ per hour more than those on the first shift.

Restrictions or prohibitions on shift work. Restrictions on the use of shift work, or the use of the employee as a shift worker, were found in 334 of the 769 contracts examined.

The most prevalent restriction, found in about a third of the contracts, prohibited shift work operations scheduled for fewer than a specified number of days. This prevents contractors from using short-term shift work to avoid overtime:

(168) There will be no shift work where less than 5 full days are worked unless mutually agreed to by the contractor and union.

(127) There shall be no shift work without the consent of the union: each shift shall work for a period of not less than 5 consecutive regular work days or 5 consecutive calendar days.

Shift work operations often were allowed only after receiving union approval, as noted in 105 of the agreements:

(169) There shall be no shift work on any job unless there is specific permission obtained in advance by the employer from a business representative of the union.

A prohibition against an employee working more than one shift in a 24-hour period was present in 91 contracts:

(170) No employee shall be allowed to work more than one shift for any employer or employers within any 24 hour period.

Prohibitions on overlapping shifts were relatively rare. As different shifts generally receive different compensation, this type of clause serves to rule out work being done at the same time for different rates of pay:

(171) ... there shall be no overlap of the regular working hours of the various shifts....

Occasionally, an employer is restricted in his right to transfer workers between shifts. This restriction was found in 45 agreements:

(172) Ironworkers working on multiple shifts shall not be interchangeable with those working on a single shift basis.

Premium pay for hazardous or abnormal conditions

Construction workers risk injury more than workers in most other industries. It is quite common for construction workers engaged in particularly hazardous tasks, as in erecting tall buildings or digging tunnels, to receive a hazard premium. Provisions requiring pay differentials for work performed under hazardous conditions were found in nearly half of the contracts surveyed. They were most prevalent in the carpentry and painting trades.

Of the 368 agreements stipulating hazard pay, 318 provided the differential on a flat cents-per-hour basis. The most common hourly payment was 25 cents, occurring in 122 agreements. Clauses providing for increasing the differential with the degree of hazard, such as height in feet, were found in 54 contracts, with an additional 39 agreements requiring a varying rate of compensation by type of work:

(173) For all hazardous work there shall be paid a premium of 25¢ per hour while the craftsman is so engaged. For the purpose of this section hazardous work is defined to be:

(1) Working on a scaffold or tower where the floor or ground level or place of excavation is 25 feet or more below or above.

(2) While building is in framing stage, work within 5 feet of edge of any building or uncovered shaft when same is 25 feet above floor below or ground level or place of excavation; hazardous exposure to cease in this area when guard rails are installed.

(3) Work in excavated pits (basements not included) cofferdams, etc., 10 feet or more below the ground or water level.

(4) While working on equipment which is being used to process caustic materials such as lime, creosote and/or acids.

(5) Any area where there is an indication of possible falling objects, such as logs, rocks, etc., from equipment which is in operation. Hazardous pay does not apply when equipment is not in operation.

Payment as a percent of the hourly rate was required in 46 agreements; a hazard rate of 50 percent (time and one-half) was the single most prevalent, occurring in 13 contracts:

(174) Swing Rate: Shall be 15% in excess of the journeyman rate for work performed on swing scaffolds.

Fewer than 10 percent of the contracts require differential payments for work performed under abnormal or unpleasant working conditions—such as extreme temperature, noxious odors, or inclement weather. Nearly all of the 74 clauses provide a flat cents-per-hour compensation, with 34 of these setting the rate at 25 cents per hour:

(175) All tenders to the mason trades shall receive 50 cents per hour hot and dirty time when doing refractory-type work, including boilers, incinerator repair, kilns and digesters.

Part VIII. Paid and Unpaid Leave

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Paid and unpaid leave provisions, with the exception of reporting and cleanup pay, are less prevalent in the construction industry than in other industries encompassed in studies of major collective bargaining agreements. Reporting and call-in or call-back pay provisions guarantee certain periods of work or pay. They may be considered paid leave only when workers report or are called in, but sufficient work is not available. Because most construction vacation plans are funded, paid vacations are discussed in part X, Employee Benefits.

Rest periods

On physically demanding, hazardous, or repetitive operations, the periodic work break may increase productivity while reducing fatigue and worker error. Clauses of this nature, found in almost one of four construction agreements, generally state the number and duration of the daily rest periods, and, occasionally, the specific time of day they are to be taken. Many clauses prohibited workers leaving their specific work area during the break. Breaks were subject to termination if abused:

(153) All laborers are to be allowed a mid-morning coffee break of 10 minutes duration. Men are not to congregate, but are to remain at or near their places of work. If the employer believes that this privilege is being abused, he shall notify the union and the union shall be given 24 hours in which to correct the abuse. If, after giving the union this opportunity, the employer believes the abuse to be continuing, he may withdraw the privilege of the coffee break. Should the privilege be withdrawn as provided herein, the union may refer the matter to the joint bargaining committee, whose decision shall be final.

(176) The employee shall be entitled to a break in the forenoon and afternoon, and shall not otherwise hinder the progress of the job. The break shall not exceed 10 minutes from the time the employee stops working until he resumes work and [is] to be taken in the close proximity of the employee's work station.

(26) An employee shall be entitled to a break which shall not exceed 10 minutes from the time the employee stops work until work resumes, in the morning and afternoon. The break shall be restricted to close proximity to the employee's place of work on the job site, and shall not hinder the progress of work.

Cleanup time

More than 28 percent of the agreements provide paid time for washing up, putting away tools, and changing clothes before quitting time. Some clauses, particularly those covering employees performing extremely dirty work or using caustic or toxic substances, allow cleanup time both before lunch and prior to quitting time:

(177) Bricklayers and masons who work on jobs and expose themselves to extreme temperatures or work with black mastics or any other material that may be injurious to health shall be allowed sufficient time to wash up before eating lunch and before quitting time. All cleaning material shall be furnished by the employer.

(178) Each cement mason shall be allowed adequate time before quitting time to store his tools, wash-up, and otherwise prepare to leave the job.

Portal-to-portal pay

Approximately 1 in 10 contracts provided portal-to-portal pay for workers required to spend considerable time getting to their specific work location after reaching the employer's premises. Such a situation may exist at a large construction project, industrial plant or high rise building. The highest prevalence was in the bricklaying trade:

(179) Pay for all work or time spend underground in the performance of contractor's work shall be

computed on the basis of portal to portal.

(86) It is agreed that employees covered by this agreement shall be granted a reasonable length of time to reach and return from isolated sites, which would be encountered on premises of large plants.

(150) On a project covering a large area, workmen shall report for work at an accessible starting point designated by the employer and shall be released from duty at the same point at the completion of the shift. The pre-designated point shall in no case be at other than ground level of the project. Any travel time between the pre-designated starting point and the point where the work is to be performed and return shall be considered working time. The pre-designated starting and quitting point shall not be changed during the shift. The prior sentence is not intended to apply to work on highways, canals, flood control systems and metropolitan areas.

Paid meal period or meal during overtime

While 132 contracts call for a paid meal period after a specified number of overtime hours, only 27 agreements provided for a paid meal during the overtime:

(121) When overtime work is performed at the end of a work day, the employer shall supply a meal if such overtime extends beyond 2 hours.

(122) The employer will provide a paid 20 minute supper period to all employees where they are required to work beyond the tenth hour.

Call-in, call-back pay

Approximately 10 percent of the contracts studied provide special pay treatment for employees who are called in or called back for work outside of regular schedules, or without advance notice.

Most such clauses guarantee either 2 or 4 hours work or pay. Compensation usually is at the premium rate:

(50) Men called out for work outside their regular working hours shall receive no less than 2 hours at double time.

(180) When men have left the premises after having completed their regular day's work and are called back to work, they shall receive a minimum of 4 hours pay at the established rate, time to start when men are called and continue until they return. When the time to care for the call extends beyond the employee's starting time of the next regular working day, then in that event the straight time rate shall apply during such regular working day.

Premium pay for working through lunch period

To compensate the employee for the inconvenience of working through, or advancing or postponing the lunch period, one in five contracts provides for premium pay for work performed during the regularly scheduled meal period:

(181) Employees shall not be required to work more than 5 hours from the start of shift without at least ½ hour break for lunch. If they are required to work past this time, they shall be paid for the lunch period at the applicable overtime rate and must be allowed time to eat their lunch.

(66) There shall be a lunch period at the end of the first 4 hours of work on any shift. However, if job circumstances require the employee to work during the usual lunch period and take his unpaid lunch period at some other time, then the work performed during the usual lunch period shall be paid for at double time.

(182) Employees required to start their lunch period more than 15 minutes prior to the start of the regular lunch period on the job, or more than 15 minutes after the start of the regular lunch period on the job, shall receive the overtime rate of pay for their lunch period.

Employees shall work through the lunch period only on orders from the foreman or employer.

Employees required to work without time off for lunch period shall receive double time for the half-hour worked in lieu of time off for lunch.

Reporting pay

Of the 769 contracts studied, 707 contain provisions requiring reporting pay guarantees. When an employee reports for work at the instructed time, the employer must provide a specified number of hours' work or the equivalent in straight-time pay. The requirement, common in most industries, assures the employee compensation for the inconvenience and expense of coming to work, and encourages the contractor to efficiently schedule the work and call in no more workers than needed. Reporting pay is not required, generally, when adequate notice not to report

is given. Of those contracts having a reporting pay clause, more than half provide a single guarantee, most commonly 2 hours. The remaining clauses stipulate a graduated reporting pay guarantee, with employees required to work past the initially guaranteed hours before becoming eligible for further guarantees:

(52) When men are directed to report to the job, and do not start work due to weather conditions, lack of material, or other causes beyond their control, they shall receive two hours pay at the prevailing rate of pay, unless notified before leaving home, and upon the request of the employer, they shall remain available on the job for this two-hour period. In the event that men are put to work during this first two-hour period, but are unable to continue work due to weather conditions, they shall receive, only, the two-hours referred to above. However, at the employer's request, workmen will remain on the job after the first two-hour period and, if so requested, workmen will receive a minimum of four hours pay and shall be required to remain on the job, if so requested by the employer. If requested to stay on the job beyond four working hours, workmen will receive a minimum of six hours pay, and may be required to remain on the job. If requested to stay on the job beyond six hours, workmen will receive a minimum of eight hours pay, and may be required to remain on the job.

One of five contracts guaranteed reporting pay to prospective employees referred to the worksite at the request of the contractor. Over half of these clauses called for 2 hours' work or pay, while virtually all of the remaining provisions stipulated 4 or 8 hours:

(107) New employees reporting for work at the request of the contractor, at the time requested, must be put to work or paid 2 hours' showup time except when weather conditions prevent operations at such time.

(183) Any new employee who reports for work at the request of the employer shall receive 2 hours pay if not hired by the employer and put to work, and at no time shall an employee be held on the job without being paid for the time held.

Waiver of reporting pay. Approximately two of three reporting pay clauses contain waivers which eliminate or reduce the contractor's obligation to provide work or pay in inclement weather or other circumstances beyond his control. While some waivers abrogate only part of the reporting pay guarantee, four of five eliminate the guarantee altogether:

(38) Men ordered to report to a job and not put to work shall be entitled to 2 hours' pay, except when they cannot work because of weather or because of disaster on a job wherein no other trades are permitted to work, provided the men remain on the job during the said 2 hours.

(118) Employees who are not put to work after having been instructed to come to work shall be paid 4 hours, except when they are not put to work because of an act of God or because of an accident beyond the employer's control.

Holidays

Clauses stipulating days off in observance of Federal, State, local, or other specified holidays occur in all but 2 percent of the contracts. The prevalence of paid holidays in the construction area, however, is much less than in most other industries, with nine of 10 agreements providing only nonpaid days off.

Some additional agreements indirectly provide for holiday pay through vacation and welfare funds. Payments may not coincide with individual holidays, however.

The 754 contracts having holiday clauses provided as few as 4 and as many as 11 holidays. Of these, 87 percent stipulated 6, 7, or 8 observed days. A few allowed the employee to designate a specified number of personal holidays:

(138) Holidays are: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas.

(86) All work done on Saturday, Sundays, Christmas Day, New Year's Day, Decoration Day, 4th of July, Thanksgiving Day and Labor Day shall be paid for at the rate of double time.

(184) Employees who have been on employer's seniority list for a period of 1 year from date of hire and who shall have worked a minimum of 130 days, in the year previous to his anniversary date, shall be eligible for the following paid holidays: Memorial Day, Independence Day, Labor Day and 5 personal holidays.

Of the 686 contracts providing for unpaid holidays, more than 95 percent required double time for work performed on those days:

(185) Double time must be paid for work performed on Saturdays, Sundays and the following holidays: New Year's Day, Christmas Day, Decoration Day, Fourth of July, and Thanksgiving Day.

Most of the contracts providing for paid holidays also stipulate rates of pay for work performed on the designated days. Of the 56 contracts requiring premium rates for work performed on a paid holiday, two of three provide triple time—actually double-time pay plus the straight-time pay the worker would have received had he not worked:

(141) Work performed on holidays shall be paid for at the triple time rate, which includes holiday pay.

While very few construction agreements provide for paid holidays, six of 10 prohibited or restricted work on some or all of the named holidays. Many of the contracts specify that holiday work may be performed only in emergencies or to preserve life or property. Some require the approval of the union or management and in a few cases, both. Work on Labor Day is generally prohibited:

(186) The following days shall be known as Holidays on which there shall be no performance of any work:

Sundays, New Year's Day, Washington's Birthday, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

No work shall be performed on any of the [above listed holidays] unless in each instance written permission is first obtained from the association and the union.

(187) There shall be no work on Labor Day, except in special cases of emergency.

(141) Only in case of emergency shall work be performed on Labor Day.

Part IX. Dispute Settlement Procedures

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Grievance and arbitration

The grievance procedure is a mechanism for adjudicating an employee's complaint (usually concerning work or working conditions) at successively higher levels of management and the union. While in most industries the progressive levels of consideration involved in a grievance from the first step to the conclusion remains within the firm and the local union, most construction industry agreements provide for the employer association and the union to handle the final stages of the process. If the issue has not been resolved at the end of the grievance procedure, as in other industries, arbitration is almost always used. In arbitration an impartial third party renders a final and binding decision. Three percent of the contracts provided solely for a grievance procedure, while more than 92 percent included both grievance and arbitration systems:

(188) There shall be no strikes, lockouts, slowdowns or work stoppages because of complaints or grievances until the following procedure is carried out.

If a dispute arises concerning the administration of the contract, the steward will first take the matter up with the employer's superintendent on the job. Failing agreement, the business representative will then meet with the employer's representative in an effort to settle the dispute. Still failing agreement, the business representative shall not remove men from the job without the permission of the executive committee of the local union. The employer representative shall immediately report the matter to his company officials.

Under no circumstances shall the above mentioned strikes, lockouts, etc., take place before one full work day has elapsed.

This procedure shall not apply to craft jurisdiction.

(32) Both parties hereto agree that they will elect a Joint Arbitration Committee to serve for 1 year or until their successors are elected and qualified. In case of death, expulsion, removal or disqualification of a member or members of the Arbitration Committee, such vacancy shall be filled by the party of the first part or the party of the second part, as the case may be, at its next regular meeting.

The Joint Arbitration Committee shall consist of three members elected by [the association] and three members elected by [the union]. They shall have full power to enforce this agreement entered into between the parties hereto; to make and enforce all lawful working rules governing both parties and such other matters that may be of mutual interest and benefit to employers and employees, parties to this agreement.

There shall be no cessation of work on account of any dispute or misunderstanding. Should any dispute or misunderstanding arise, the same shall be referred to the Joint Arbitration Committee, who shall meet within two working days upon written request upon either party. In case they cannot agree, the Executive Board of the International Union shall be notified of the situation and at the expiration of 10 days, the Joint Arbitration Committee shall select an umpire whose decision shall be final and binding on both parties.

(189) A Joint Conference Committee shall be appointed by the . . . association and the union. This committee will meet at least once per calendar quarter for the purpose of discussing and promoting the welfare of the industry as a whole, and resolving disputes, disagreements and grievances. Special meetings may be called by either party. At any meeting, an equal number of votes will be cast by each party.

The Joint Conference Committee has the authority to promulgate reasonable, uniform and non-discriminating rules and regulations governing the industry.

* * *

Disputes, disagreements and grievances will be processed in accordance with the following procedure:

(1) Every attempt should be made to resolve an issue by the parties involved.

(2) In the event the parties involved are unable to resolve an issue, it will be referred promptly to the Joint Conference Committee whose duties will be to meet within 24 hours to resolve the issue. When in agreement, decisions by the Joint Conference Committee shall be final and binding on all parties to this agreement. The Joint Conference Committee has the right to determine remedies for all disputes submitted to it.

(3) If the issue cannot be resolved by the Joint Conference Committee, a panel of 5 impartial arbitrators will be secured immediately from a recognized agency which normally furnishes such panels. The arbitrator will be selected by each party striking an equal number of proposed arbitrators from the panel. The remaining individual shall be the arbitrator and his decision shall be final and binding upon all parties concerned. Expenses incurred in any arbitration case under the provisions of this article will be borne equally between the employer and the union.

Jurisdictional dispute procedures

Because of the number of different, yet closely related, jobs and the changing state of construction technology, among other factors, jurisdictional disputes are more prevalent in construction than in other industries. These disputes generally occur when two unions or more claim jurisdiction over a particular work assignment. Contractors and their associations may be involved in the dispute through their interest in maintaining contractual jurisdictions and avoiding increased labor costs and strikes (which sometimes accompany such disputes even though they may be banned by law and the agreement). One or more procedures for settling jurisdictional disputes were found in almost half of the agreements examined.

The majority of the clauses, 282, require that the dispute be submitted to the National Joint Board for Settlement of Jurisdictional Disputes in the Building and Construction Industry if not settled at a lower level:

(190) All jurisdictional disputes shall be referred to the Joint Board for Settlement of Jurisdictional Disputes to be handled in accordance with its rules and decisions.

(191) All jurisdictional disputes shall be assigned and settled in accordance with the procedural rules and regulations of the National Joint Board for Settlement of Jurisdictional Disputes in the Building and Construction Industry.

A local joint union-management jurisdictional dispute procedure was stipulated in 71 agreements, and 60 agreements referred the conflict to the international unions for settlement if the issue could not be resolved at the local level. A few contracts called for the dispute to be settled locally through joint union procedures:

(192) If a dispute occurs and is not settled at the local level, such dispute shall be referred for resolution to the international unions, with which the disputing unions are affiliated, which shall resolve such jurisdictional dispute within 10 working days. If such dispute is not finally settled by the international unions within such period, the employer's work assignment shall become final and binding.

Strike and lockout bans

During the term of the contract, the grievance, arbitration, and jurisdictional dispute procedures serve as the legitimate channels for settlement of disputes. To encourage peaceful settlement and continuity of operations many contracts contain clauses prohibiting, on either a limited or absolute basis, strikes and lockouts. Over 75 percent of the contracts contain such a clause. The limited strike or lockout bans usually specify those conditions during which these means may be used. It is generally not considered a violation of a strike ban to honor a legal picket line:

(193) During the life of this agreement there shall be no stoppage of work, strike, or lockouts. It will not be considered a violation of this section of the agreement if employees are compelled to cease work due to respecting legal primary picket lines as covered by State and Federal laws.

(123) The union shall refrain from any strike or slow-downs due to jurisdictional disputes, and the contractor shall not take any action to lock out the employees represented by the union due to jurisdictional disputes.

Favored nations

Approximately 38 percent of the agreements contained a "favored nations" clause. This type of clause may prohibit the signatory parties from entering into agreements with other employees or unions containing more favorable terms. Where the clause does not prohibit such activity it may require the more favor-

able terms of another agreement to become a part of the original contract:

(194) The union agrees that during the life of this agreement it will not enter into any kind of agreement with an individual employer or group of employers which shall establish or cause terms or conditions more favorable to any employer than are expressed in this agreement. The employees subject to this agreement shall not work for any employer for any sum less than the rates established by negotiations through the Joint Arbitration Board, nor shall they work for any party under terms or conditions more favorable to the employee than are provided for in this agreement.

(171) As an assurance that all employers operating in the territory covered by this agreement will be subject to the same employment conditions, the unions agree that they will not negotiate any agreement with any employer performing similar construction work in the area covered by this agreement to operate under conditions less favorable to the employees covered by the agreement than those set forth herein.

(36) This agreement is separate and distinct from, and independent of all other agreements entered into between the union and other employer organizations irrespective of any similarity between this agreement and any such other agreements, and no acts or things done by the parties to such agreements or notices given pursuant to the provisions thereof, shall change or modify this agreement or in any manner affect the contractual relationship of the parties hereto. In the event the union enters into any other agreement with other employers or employer associations concerning the type of work covered hereby in the area which shall have terms more favorable to such employers or employer associations and the members thereof than this agreement, then such more favorable provisions shall become a part of and apply to this agreement.

Part X. Employee Benefits

Part X. Employee Benefits

In most industries, the company hires employees on a relatively permanent basis. It typically assumes the entire responsibility for each employee's nonwage benefits, making some periodic payments directly to the workers, as for vacations, and others for the worker, as for insurance premiums or into pension funds. Amounts due or accruing to an employee may, as with vacation and retirement benefits, become progressively larger with length of service. In the construction industry, however, over time a worker may be employed for short periods by many different contractors. It would thus be impracticable to obtain adequate benefits based entirely on service with each employer. Employers therefore usually pay amounts based on man-hours worked, or payroll hours, into various central funds, from which premiums are paid, or benefits are disbursed or credited to employees based on time worked for all contractors party to the agreement.

These funds are usually administered jointly by the contractors' association and the union, or by trustees appointed by the two parties. While some funds are general in nature, covering many benefits, others cover only one, such as pensions.

Vacations

Ninety-five percent of the 468 contracts having a vacation plan provided for a separate fund. A few contracts specified unfunded vacation plans or vacation benefits paid from a general benefit fund. Vacation pay was usually based on the hours worked during each benefit year, rather than any measure of overall length of service. However, about half of the surveyed Teamster agreements, which usually cover more permanent employees, provided for vacation pay based on the employees' length of service. Employees in the construction industry are likely to take their vacation (when they are permitted to choose) between work projects or during winter months when construction activity tends to slow:

(8) Vacation and holiday pay shall constitute a part of, and shall be included in all employees' gross wages for the purpose of computing all payroll withholdings, such as income tax, social security and other required deductions, and then shall be subtracted from the employee's weekly gross pay and transmitted by the employer to such bank as will be designated by the trustees of the Vacation and Holiday Fund, and that, each employee shall be paid his vacation and holiday monies in December of each year from the Vacation and Holiday Fund; and the employer shall show on each employee's pay check stub the amount of vacation and holiday pay deducted.

(195) It is a condition of employment that each employee does hereby authorize the employer to withhold from his weekly pay check an amount equal to 50¢ per hour worked into a Vacation Savings Plan Fund, effective on the date of this agreement.

Payments shall be made monthly to a bank selected by the union and acceptable to the employers. The employer shall make all legal payroll withholding for income tax, social security, employment security, etc., from the total of wages, including vacation allowance and shall withhold the full amount of the vacation allowance at the rate as listed above per hour worked, for transmittal, on a monthly basis, to said bank.

The employers will, not later than the 10th of the following month, forward a list of the individuals employed, showing the hours worked and the amounts withheld from each, together with a single check covering all employees, to the designated bank.

Vacations shall be taken, and payment made to the employee, in accordance with a plan developed by the union and which contains all of the provisions for the operation of the plan, provided, however, such vacation plan shall be subject to the written approval of the employers.

(196) (1) For each month worked, drivers who have been in the employ of their company for less than 3 years shall be entitled to one-half day's pay as a vacation allowance. The one-half day so earned each month shall consist of 4 hours at his prevailing straight-time hourly rate.

(2) For each month worked, drivers who have been in the employ of their company for more than 3 years shall be entitled to 1 day's pay as a vacation allowance. The 1 day so earned each month shall consist of 8 hours at his prevailing straight-time hourly rate. For the purpose of determining 3 years service an employee must have accumulated 30 months' employment with the employer as of the year in question.

(3) For each month worked, drivers who have been in the employ of their company for more than 10 years shall be entitled to 1½ days' pay as a vacation allowance. The 1½ days so earned each month shall consist of 12 hours at his prevailing straight-time hourly rate.

(4) For each month worked, drivers who have been in the employ of their company for more than 15 years shall be entitled to 2 days' pay as a vacation allowance. The 2 days so earned each month shall consist of 16 hours at his prevailing straight-time rate.

Health and welfare plans

Health and welfare plans, found in 9 of 10 surveyed agreements, usually offer compensation protection in the event of death, illness, accident and, in a few cases, loss of income. While most clauses were general in regard to the benefits provided, some listed specific areas of coverage, and a few agreements established separate funds for individual benefits. The most common form of organization is a trust fund administered jointly by the employer and the union, or by an insurer:

(197) The parties have by agreement set up a fund known as the Tile Layers Union #6 Pa. Welfare Fund, to be administered by a joint committee of 5 persons selected by the employers and 5 persons selected by the union, with an impartial chairman selected by a majority of the joint committee.

The purpose of such welfare fund is to provide the employees covered by this agreement with medical and/or hospital care: compensation for injuries and/or illness resulting from non-occupational activities; and/or life insurance, disability, sickness and accident insurance, as set up by a plan of group insurance benefits for said employees.

The terms and conditions of payment to the said employees from the above fund are determined by the parties hereto. The employers agree to pay to the said welfare fund for the purposes above mentioned:

Effective 5/1/71 to 10/31/71 inclusive 35¢ per hour;

Effective 11/1/71 to 4/30/72 inclusive 40¢ per hour;

For each hour of employment of each tile layer apprentice and each tile layer employed by the said employer during the contract period. Such payments must be paid no later than 5 days after the end of the weekly payroll period.

(134) The employer and the union do hereby agree to maintain a health and hospitalization trust fund in accordance with the trust agreement that has been established and approved by both parties to this agreement. The employer agrees to pay and contribute to said fund the sum of 51¢ per hour for each hour worked for all journeymen and apprentices in the employ of the employer.

(198) There is hereby established a Bay Area painters life insurance trust. That document entitled Bay Area Painters Life Insurance Trust adopted and approved by the Board of Trustees of the Bay Area Painters Trust Funds on October 21, 1971 is hereby incorporated herein by reference and made a part of this agreement, effective retroactively to July 1, 1971. The twelve persons presently serving as Trustees of the Bay Area Painters Trust Funds or their duly appointed successors are hereby appointed as Trustees of the Bay Area Painters Life Insurance Trust. All provisions of the article herein entitled "Administration of Fringe Benefits" shall apply to the Bay Area Painters Life Insurance Trust.

Pension plans

Pension plans, like health and welfare plans, were provided in 9 of 10 contracts surveyed. These plans usually are supported by employer contributions to trust funds based on employee hours worked. While single employer pension plans may be managed unilaterally by the employer, or jointly with the union, multiemployer programs, common to the construction industry, must be administered by a joint labor-management board or committee as required by the Labor-Management Relations Act of 1947:

(199) Effective June 1, 1973 each signatory contractor shall contribute to the Southern California IBEW-NECA Pension Trust Fund the sum of $1.05 per hour for each hour worked by each employee covered by this agreement.

A board of trustees for the pension trust fund is hereby established, and shall consist of an equal number of members selected by the union and the employer. The board of trustees is hereby

authorized to establish and implement such trust fund, pension plan, trust agreement and reporting forms as they consider necessary to the finalization of the pension plan. All disbursements shall be in accordance with the trust agreement. The cost of implementing and the administration of the pension plan and trust, including legal fees, bonding of trustees, postage, printing, etc., shall be borne by and from the pension trust fund.

Penalty for delinquent fund contributions

Most clauses establishing funds to provide benefits also specify a course of action to be taken as a result of nonpayment or delinquent payment:

(109) During the life of this agreement, each employer covered by or subject to this agreement, shall pay to the Industry Advancement Program (hereinafter referred to as I.A.P.) Fund, for each employee covered by or subject to this agreement, the amount of 4¢ per hour for actual time worked by such employee with a maximum of 40 straight-time hours per week. These payments shall be made not later than the 15th day of each month following the month for which payment is to be made. . . .

In the event an employer becomes delinquent in his payments to the I.A.P. Fund, he shall be assessed, and such employer hereby expressly agrees to pay, as and for liquidated damages, the sum of $1 per employee for each 30 day period, or fraction thereof, that such employer is delinquent in making payments to I.A.P. Fund. If the employees are removed from the job by the union to enforce payments or liquidated damages assessments, the employees shall be paid by the delinquent employer for all lost time at the straight-time hourly rate.

The association or its officers may, for the purpose of collecting any payments required to be made to the I.A.P. Fund, including damages and costs, and for the purpose of enforcing rules concerning the inspection and audit of payroll records, seek any appropriate legal, equitable and administrative relief, and they shall not be required to invoke or resort to the grievance or arbitration procedure otherwise provided for in this agreement.

Workers' compensation

Clauses which require employer contributions to workers' compensation insurance programs occur in 60 percent of the agreements. These plans, as required by State law, provide payment to workers or their families for loss of income as a result of occupational illness, injury or fatality:

(117) For all employees covered by this agreement, the employer shall make regular payments to the Federal and State Governments for Social Security, Workmen's Compensation and Unemployment Insurance, as provided by law, and shall furnish satisfactory proof of such to the union upon request.

Industry advancement fund

Somewhat fewer than half of the agreements include clauses providing for an industry advancement program or fund. The purpose of these programs is to promote activities which maintain or improve the economic position of the industry, and, as such, ultimately benefit the employee. While many of the activities common to these programs deal with market expansion or protection, many are involved in internal affairs such as apprenticeship training and safety promotion:

(200) In addition to the per hour wage rate the employer will contribute 2 cents per hour for each actual hour worked by each employee covered by this agreement to the St. Louis Construction Advancement Foundation.

The reporting, payment and administration of such contribution shall be governed by the terms of the trust agreement creating the foundation.

Primary purposes for the foundation, as set forth in the trust agreement, shall include apprenticeship training, advanced training and education, safety education and other educational and informational programs for employee and industry betterment.

This section shall remain in effect and not subject to renegotiation for 1 year after the termination of this contract.

While a few industry advancement programs are jointly administered, most are unilaterally managed by representatives of the employers:

(56) Heretofore, by a certain agreement and declaration of trust dated February 21, 1972, there was established the Industry Advancement Program of the Colorado Contractors Association, Inc. This Industry Advancement Program, pursuant to the terms of said agreement and declaration of trust, is to be administered by a Board of Trustees composed of 5 contractor representatives.

The Industry Advancement Program and its fund have been created for the purpose of receiving, holding and administering and disbursing funds to be used in promoting and advancing the construction contracting business and industry in the State of Colorado and more particularly but not limited to the promotion of safety, education, market development, industrial relations, public relations, community service, disaster relief and research. The Trustees have the power to approve and finance from the fund means, plans and programs established to carry out the foregoing purposes, except as they may be limited by collective bargaining agreements of the Signatory Highway, Heavy and Engineering Contractors Negotiating Committee of certain contractors who are members of the Colorado Contractors Association, Inc.

Appendix A. Identification of Clauses

All unions are affiliated with the AFL-CIO except those followed by (Ind.).

Clause number		*Expiration Date*
1	Painting and Decorating Contractors of America, Inc., Greater Detroit and Wayne Chapters Painters (PAT)	May 1974
2	Associated Brick Mason Contractors of Greater New York, Inc. Bricklayers (BMP)	May 1973
3	Lehigh Valley Construction Council, Inc., Allentown, Pennsylvania Roofers (RDWW)	June 1974
4	Electrical Contractors Association of Greater Boston, Inc., and National Electrical Contractors Association, Boston Chapter Electrical Workers (IBEW)	September 1973
5	Builders Association of Kansas City Laborers (LIUNA)	March 1974
6	Building Trades Employers' Association, Cleveland, Ohio Plasterers (OPCM)	April 1973
7	Painting and Decorating Contractors of America, Arizona Chapter Number 1 Painters (PAT)	June 1973
8	Associated General Contractors of America, Inc., Michigan Chapter Operating Engineers (IUOE)	April 1974
9	Ironworker Employers Association of Western Pennsylvania Iron Workers (BSOIW)	May 1973
10	Area Boilermaker Agreement, Southeastern States Boilermakers (BBF)	October 1973
11	Painting and Decorating Contractors of America Inc., Western Washington Chapters and Northwest Drywall Contractors Association Painters (PAT)	May 1974
12	Connecticut Construction Industries Association, Inc. Teamsters (IBT) (Ind.)	April 1974
13	Associated General Contractors of New Jersey Teamsters (IBT) (Ind.)	April 1972
14	Glass, Glazing and Mirror Contractors of Los Angeles and Vicinity Painters (PAT)	February 1973

15	Associated General Contractors of America, Inc., Northern and Central California Chapter Laborers (LIUNA)	June 1974
16	Associated General Contractors of America, Inc., Utah Chapter Carpenters (CJA)	June 1975
17	National Electrical Contractors Association, Inc., Buffalo Division Electrical Workers (IBEW)	April 1973
18	Mid-America Regional Bargaining Association, Chicago Operating Engineers (IUOE)	June 1973
19	Associated General Contractors of America, Inc., Baltimore Builders Chapter Carpenters (CJA)	March 1973
20	Association of Steel Erectors and Heavy Equipment Operators, Inc., Atlanta, Georgia Iron Workers (BSOIW)	June 1973
21	North Texas Contractors Association Roofers (RDWW)	April 1973
22	Associated General Contractors of America, Inc., Houston Chapter Laborers (LIUNA)	June 1975
23	Associated General Contractors of America, Inc., South Florida Chapter Laborers (LIUNA)	March 1975
24	Associated Building Contractors of Colorado, Building Chapters, Inc. Carpenters (CJA)	April 1975
25	Associated General Contractors of St. Louis and 2 others Iron Workers (BSOIW)	July 1975
26	Associated General Contractors of Minnesota (Builders Divisions) and Concrete and Masonry Contractors Association of Minneapolis and St. Paul Bricklayers (BMP)	April 1975
27	Allied Construction Employers Association, Inc. and Mason Contractors Association of Milwaukee, Wisconsin Bricklayers (BMP)	May 1975
28	Sheet Metal Contractors Association of New York City, Inc. Sheet Metal Workers (SMW)	June 1975
29	Sheet Metal Employers' Association, Cleveland, Ohio, and Cuyahoga County Sheet Metal Contractors' Association Sheet Metal Workers (SMW)	April 1973
30	Sheet Metal and Air Conditioning Contractors of Southern California, Inc. and Heating, Ventilating and Air Conditioning Contractors Association Sheet Metal Workers (SMW)	June 1973
31	Contractors Association of Eastern Pennsylvania, Highway Work Operating Engineers (IUOE)	December 1973

32	Mason Contractors Association of Allegheny County, Pittsburgh, Pennsylvania Bricklayers (BMP)	May 1973
33	Contracting Plumbers Association of Brooklyn and Queens Plumbers (PPF)	August 1972
34	Akron Association of Plumbing, Heating and Cooling Contractors Plumbers (PPF)	May 1974
35	National Electrical Contractors Association, Inc., Rhode Island and Southeast Massachusetts Chapter Electrical Workers (IBEW)	May 1973
36	Associated General Contractors of America, Inc., Northern and Central California Chapter Carpenters (CJA)	June 1974
37	Associated General Contractors of America, Inc., Florida West Coast Chapter Carpenters (CJA)	March 1973
38	Allied Building Metal Industries, New York City Iron Workers (BSOIW)	June 1975
39	Master Builders' Association of Western Pennsylvania, Inc. Carpenters (CJA)	May 1973
40	Associated General Contractors of Massachusetts, Inc., Building Trades Employers' Association of Boston and Eastern Massachusetts, Inc., and General Contractors Association of Pittsfield, Massachusetts Laborers (LIUNA)	May 1974
41	Heating and Piping Contractors Association of Rhode Island, Inc. Plumbers (PPF)	May 1973
42	San Diego Contracting Lathers Association Lathers (WWML)	April 1974
43	Associated Contractors of Ohio, Inc., Associated General Contractors of America, Inc., Cincinnati Chapter Operating Engineers (IUOE)	April 1975
44	Associated General Contractors of Minnesota, Builders Division Operating Engineers (IUOE)	April 1972
45	Contracting Plasterer's Association of Southern California, Inc. Plasterers (OPCM)	April 1973
46	Associated General Contractors of America, Inc., Northern and Central California Chapter Plasterers (OPCM)	June 1974
47	National Transit Members, Nationwide Tank Erection Contractors Agreement Boilermakers (BBF)	December 1974
48	Painting and Decorating Contractors of America, Inc., Birmingham Chapter Painters (PAT)	March 1973
49	Associated General Contractors of New Jersey, Inc., Operating Engineers (IUOE)	June 1973

50	National Electrical Contractors Association, Inc., Northeastern Line Construction Chapter Electrical Workers (IBEW)	September 1973
51	Associated General Contractors of New Jersey Laborers (LIUNA)	February 1974
52	National Electrical Contractors Association, Inc., Southeast Texas Chapter Electrical Workers (IBEW)	May 1973
53	Associated General Contractors of America, Inc., Detroit Chapter and Builders' Association of Metropolitan Detroit Laborers (LIUNA)	May 1974
54	Associated General Contractors of America, Inc., Southern California Chapter and 2 others Plasterers (Cement Finishers) (OPCM)	June 1973
55	Associated General Contractors of America, Inc., Northern and Central California Chapter and six others Ironworkers (BSOIW)	June 1974
56	Associated General Contractors of Colorado, Building Chapter, Inc. Operating Engineers (IUOE)	April 1975
57	National Electrical Contractors Association, Inc., Michigan Chapter (Grand Rapids SMSA) Electrical Workers (IBEW)	May 1973
58	National Electrical Contractors Association, Inc., St. Louis Chapter Electrical Workers (IBEW)	May 1973
59	Associated General Contractors of America, Inc., South Florida Chapter, and 9 others Carpenters (CJA)	March 1975
60	General Contractors Association of New York, Inc. Operating Engineers (IUOE)	June 1972
61	Builders Association of Chicago Bricklayers (BMP)	May 1975
62	Sheet Metal and Air Conditioning Contractors Association, St. Louis Sheet Metal Workers (SMW)	June 1974
63	Lathing Contractors of Southern California, Los Angeles Lathers (WWML)	April 1973
64	Construction League of Indianapolis, Inc. Carpenters (CJA)	May 1973
65	Associated Contractors of Ohio, Inc., Cincinnati Division Carpenters (CJA)	May 1973
66	Associated General Contractors of America, Inc., Detroit Chapter and 3 others Carpenters (CJA)	May 1974
67	Associated Building Contractors of Northwestern Ohio, Inc. Carpenters (CJA)	June 1974

68	Builders Exchange of Rochester, New York, Inc., Building Trades Erectors Association Division Painters (PAT)	April 1973
69	Lathing and Plastering Contractors of Louisville, Kentucky and surrounding areas Lathers (WWML)	May 1973
70	Associated General Contractors of America, Inc., Ohio Chapter, Central Ohio Division Plasterers (OPCM)	April 1973
71	Builders Association of Eastern Ohio and Western Pennsylvania, Sheet Metal & Roofing Contractors Division Roofers (RDWW)	May 1973
72	National Electrical Contractors Association, Inc., Penn-Del-Jersey Chapter Electrical Workers (IBEW)	April 1975
73	Mechanical Contractors District of Columbia Association, Inc. Plumbers (PPF)	August 1975
74	New York State Line Construction Contractors, Inc. Electrical Workers (IBEW)	June 1973
75	Sheet Metal Contractors Association of San Francisco Sheet Metal Workers (SMW)	June 1974
76	Builders Association of Chicago Plasterers (OPCM)	May 1975
77	Painting and Decorating Contractors of America, Inc. Youngstown Chapter, Ohio Painters (PAT)	April 1973
78	Glazing Contractors of the St. Louis, Missouri Area Painters (PAT)	October 1972
79	National Electrical Contractors Association, Inc., Florida West Coast Chapter Electrical Workers (IBEW)	November 1974
80	Area Boilermaker's Agreement, Virginia Boilermakers (BBF)	April 1975
81	Master Lathers Association, Inc., Boston, Massachusetts Lathers (WWML)	May 1975
82	Industrial Contractors and Builders Association of Indiana and 2 others Iron Workers (BSOIW)	May 1973
83	The Master Builders' Association of Western Pennsylvania, Inc. Laborers (LIUNA)	May 1973
84	Building Trades Employers' Association of The City of New York Plasterers (OPCM)	June 1974
85	National Electrical Contractors Association, Inc., Greater Cleveland Chapter Electrical Workers (IBEW)	April 1973

86	Construction Industry Employers Association, Buffalo, New York Bricklayers (BMP)	May 1975
87	Associated General Contractors of America, Inc., Rhode Island Chapter, Rhode Island Steel Erectors Association Iron Workers (BSOIW)	June 1973
88	National Electrical Contractors Association, Inc., Pennsylvania Chapter Electrical Workers (IBEW)	July 1973
89	Master Plumbers Association, Schenectady Plumbers (PPF)	July 1973
90	Association of Plumbing, Heating and Cooling Contractors, Oklahoma City Plumbers (PPF)	May 1973
91	Michigan Road Builders Association Laborers (LIUNA)	August 1973
92	Marble Industry of New York, Inc., Bricklayers (BMP)	June 1974
93	Associated General Contractors of America, Inc., Utah Chapter Operating Engineers (IUOE)	June 1975
94	Master Builders' Association of Western Pennsylvania, Inc. Operating Engineers (IUOE)	May 1973
95	National Electrical Contractors Association, Inc., Washington, D. C. Chapter Electrical Workers (IBEW)	June 1974
96	Building Trades Employers Association of Central New York, Inc. Bricklayers (BMP)	June 1973
97	Boston Insulation Contractors Association Asbestos Workers (HFIA)	August 1975
98	Portland Association of Plumbing-Heating-Cooling Contractors, Inc. Plumbers (PPF)	April 1973
99	Insulation Contractors Association of New York City Asbestos Workers (HFIA)	June 1975
100	Painting and Decorating Contractors of America, Inc., Tri-City Chapter, Indiana Painters (PAT)	May 1973
101	Southeastern Michigan Roofing Contractors Association Roofers (RDWW)	May 1972
102	Hartford General Contractors Association, Inc., a division of Associated General Contractors of Connecticut, and Masons' Contractors Association of Hartford, Inc. Bricklayers (BMP)	June 1973
103	Master Insulators' Association of Toledo, Ohio Asbestos Workers (HFIA)	June 1973

104	Mechanical Contractors Association of Eastern Pennsylvania, Inc. Plumbers (PPF)	April 1973
105	Painting and Decorating Contractors Association, Inc., Indianapolis Painters (PAT)	May 1975
106	National Electrical Contractors of America, Inc., Santa Clara Valley/San Benite Chapter Electrical Workers (IBEW)	June 1975
107	Associated General Contractors of Colorado, Building Chapter, Inc. and 3 others Laborers (LIUNA)	April 1975
108	Sheet Metal and Air Conditioning Contractors National Association, Omaha-Council Bluffs Chapter Sheet Metal Workers (SMW)	May 1975
109	Allied Construction Employers Association, Milwaukee Carpenters (CJA)	May 1976
110	New Jersey Mason Contractors Association Bricklayers (BMP)	May 1973
111	Heavy Constructors Association of the Greater Kansas City Area Operating Engineers (IUOE)	March 1974
112	Associated General Contractors of Minnesota, Inc. and 2 others Laborers (LIUNA)	April 1975
113	Sheet Metal and Roofing Contractors Association of the Miami Valley, Ohio Sheet Metal Workers (SMW)	June 1974
114	National Electrical Contractors Association, Inc., North Florida Chapter Electrical Workers (IBEW)	September 1974
115	Painting and Decorating Contractors of America, Inc., Minneapolis Chapter Painters (PAT)	April 1974
116	Association of Contracting Plumbers of the City of New York, Inc. Plumbers (PPF)	June 1973
117	National Electrical Contractors Association, Inc., St. Paul Chapter Electrical Workers (IBEW)	April 1973
118	Association of Master Painters and Decorators of the City of New York, Inc. Painters (PAT)	July 1974
119	Associated General Contractors of America, Inc., Oklahoma Chapter Operating Engineers (IUOE)	June 1975
120	Associated General Contractors of America, Inc., Oregon and Columbia Chapters and 2 others Carpenters (CJA)	May 1973

121	Mammas and Zeheralis, Inc., Gary, Indiana Bricklayers (BMP)	May 1973
122	Mechanical Contractor's Association of Cleveland, Inc. Plumbers (PPF)	April 1973
123	Plumbing and Air Conditioning Contractors of Arizona Plumbers (PPF)	May 1975
124	Associated General Contractors of America, Inc., Michigan Chapter and Southwestern Michigan Contractors Association (Grand Rapids SMSA) Carpenters (CJA)	May 1973
125	National Electrical Contractors Association of Detroit, Michigan, Southeastern Michigan Chapter Electrical Workers (IBEW)	May 1975
126	Construction Employers Labor Relations Association of New York State, Inc. Operating Engineers (IUOE)	May 1974
127	LaPorte-Porter Contractors Association, Inc. and 2 others, Indiana and Michigan Carpenters (CJA)	May 1973
128	National Elevator Industry, Inc. Elevator Constructors (IUEC)	March 1977
129	Constructors Association of Western Pennsylvania Laborers (LIUNA) Bricklayers (BMP) Carpenters (CJA)	December 1975
130	Contracting Lathers and Plasterers Association of Colorado, Inc. Lathers (WWML)	May 1975
131	Mechanical Contractors Association of Western Pennsylvania, Inc. Plumbers (PPF)	May 1973
132	Associated General Contractors of America, Inc., San Antonio Chapter Carpenters (CJA)	March 1974
133	Cement League, New York City Lathers (WWML)	June 1975
134	New England Mechanical Contractors Association, Inc., Boston Plumbers (PPF)	August 1977
135	Associated General Contractors of America, Inc., California Chapter (Los Angeles area SMSA's) Carpenters (CJA)	June 1973
136	Area Ironworking Agreement, Jacksonville, Florida Iron Workers (BSOIW)	April 1976
137	Electrical Contractors Association, Milwaukee Chapter Electrical Workers (IBEW)	May 1975
138	Area Ironworking Agreement, Richmond, Virginia Iron Workers (BSOIW)	June 1972

139	Sheet Metal and Air Conditioning Contractors National Association, Sacramento Valley Chapter, Inc. Sheet Metal Workers (SMW)	June 1975
140	Building Trades Employers Association of Central New York, Inc., Syracuse Iron Workers (BSOIW)	June 1973
141	Operating Engineers Employers of Eastern Pennsylvania and Delaware Operating Engineers (IUOE)	April 1973
142	Los Angeles County Painting and Decorating Contractors Association, Inc. Painters (PAT)	June 1974
143	Construction Industries of Massachusetts, Inc. Laborers (LIUNA)	May 1974
144	Connecticut Construction Industries Association, Inc. Carpenters (CJA)	March 1973
145	The Master Builders Association of Western Pennsylvania, Inc. Teamsters (IBT) (Ind.)	May 1973
146	Construction Employers Association, Inc., Louisville, Kentucky Carpenters (CJA)	April 1974
147	Air Conditioning Contractors of Arizona Sheet Metal Workers (SMW)	July 1972
148	Associated General Contractors of America, Inc., Georgia Branch and 2 others Carpenters (CJA)	June 1973
149	California Conference of Mason Contractor Associations, Inc. Bricklayers (BMP)	April 1974
150	Arizona Steel Field Erectors Association Iron Workers (BSOIW)	July 1973
151	Associated General Contractors of California, Inc., and 2 others Operating Engineers (IUOE)	July 1973
152	Painting and Decorating Contractors' Association, Chicago Painters (PAT)	March 1973
153	Construction Employers Labor Relations Association of New York State, Inc. Laborers (LIUNA)	April 1973
154	National Automatic Sprinkler and Fire Control Association Plumbers (PPF)	July 1975
155	National Electrical Contractors Association, Inc., Puget Sound Chapter Electrical Workers (IBEW)	May 1975
156	National Electrical Contractors Association, Inc., Orange County Chapter Electrical Workers (IBEW)	August 1975
157	Omaha Building Contractors Employers Association Bricklayers (BMP)	May 1974

158	Associated General Contractors of America, Inc., Detroit and Michigan Chapters Iron Workers (BSOIW)	June 1974
159	New England Roadbuilders Association, Massachusetts Teamsters (IBT) (Ind.)	April 1976
160	Roofing and Sheet Metal Contractors Association of Philadelphia and Vincinity Sheet Metal Workers (SMW)	April 1973
161	Associated General Contractors of Massachusetts, Inc. Building Trades Employers Association of Boston and Eastern Massachusetts, Inc. Operating Engineers (IUOE)	February 1973
162	Associated General Contractors of America, Inc., Oregon Chapter Bricklayers (BMP)	May 1973
163	Associated General Contractors of America, Inc. Rhode Island Chapter Laborers (LIUNA)	April 1973
164	North Texas Contractors Association Plumbers (PPF)	April 1973
165	Associated General Contractors of Ohio, Inc. Cincinnati Chapter and 2 others Laborers (LIUNA)	May 1973
166	Plumbing-Heating and Piping Employers, Northern California Plumbers (PPF)	June 1975
167	General Building Contractors Association, Inc., Philadelphia Carpenters (CJA)	April 1973
168	North Texas Contractors Association Laborers (LIUNA)	April 1973
169	Mason Contractors Association of Baltimore, Maryland, Inc. Bricklayers (BMP)	April 1973
170	Detroit Mason Contractors' Association, Detroit Chapter, Inc. Bricklayers (BMP)	June 1974
171	Associated General Contractors of America, Inc. Seattle Northwest, Tacoma and Mountain Pacific Chapters Carpenters (CJA)	June 1974
172	Associated Contractors of America, Inc., Oregon-Columbia Chapter and 2 others Iron Workers (BSOIW)	July 1973
173	Associated General Contractors of America, Inc., Northeastern Florida Chapter Carpenters (CJA)	April 1974
174	General Building Contractors Association, Inc., Philadelphia Plasterers (OPCM)	April 1973
175	Mason Contractors Association of Oregon and Contracting Plasterers Association of Oregon Laborers (LIUNA)	May 1973

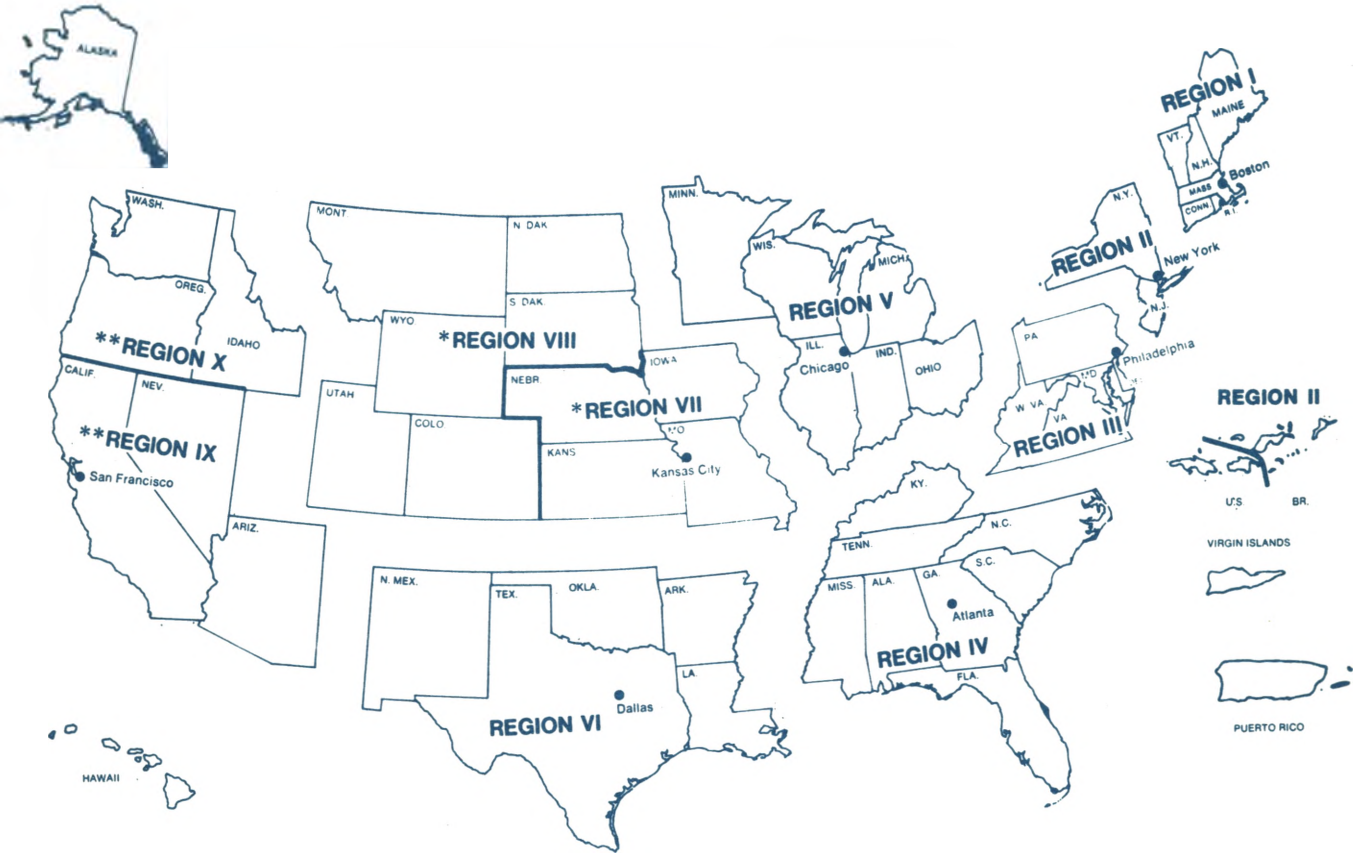
176	Associated General Contractors of Minnesota, Minneapolis and St. Paul Builders and Outstate Builders Divisions, and Duluth Contractors Association Iron Workers (BSOIW)	April 1975
177	Associated General Contractors of Massachusetts, Inc. and 6 others Bricklayers (BMP)	April 1973
178	Associated General Contractors of Massachusetts, Inc. and Building Trades Employers' Association of Boston and Eastern Massachusetts, Inc. Plasterers (OPCM)	April 1974
179	Associated General Contractors of America, Inc., Utah Chapter Plasterers (OPCM)	June 1975
180	Electrical Contractors' Association of City of Chicago Electrical Workers (IBEW)	December 1973
181	Associated General Contractors of America, Inc., Tacoma Chapters Operating Engineers (IUOE)	May 1973
182	Associated General Contractors of Minnesota, Highway and Heavy Division Plasterers (OPCM)	April 1972
183	Associated Building Contractors of Northwestern Ohio, Inc. Laborers (LIUNA)	May 1974
184	Contractors Association of Eastern Pennsylvania Teamsters (IBT) (Ind.)	December 1973
185	Eastern New York Construction Employers, Inc. Iron Workers (BSOIW)	May 1973
186	Building Contractors and Mason Builders' Association of Greater New York Laborers (LIUNA)	May 1975
187	Plastering and Lathing Contractors Association, Cincinnati Plasterers (OPCM)	May 1973
188	West Tennessee Construction Industry Collective Bargaining Group, Inc. Carpenters (CJA)	April 1975
189	Mechanical Contractors Association, Louisville, Kentucky Plumbers (PPF)	July 1974
190	Building Trades Erectors Association of Western Massachusetts, Inc. Bricklayers (BMP)	April 1973
191	Omaha Building Contractors Employers Association Laborers (LIUNA)	May 1974
192	Associated General Contractors of America, Inc., Oklahoma Chapter Laborers (LIUNA)	May 1973
193	Drywall, Taping and Finishing Contractors of Omaha, Nebraska Painters (PAT)	May 1973
194	Mechanical Contractors Chicago Association Plumbers (PPF)	Open End

195	Western Insulation Contractors Association, Western Washington Chapter Asbestos Workers (HFIA)		July 1972
196	Associated General Contractors of America, Inc., Detroit Chapter Teamsters (IBT) (Ind.)		May 1974
197	Associated Tile Contractors of Philadelphia Bricklayers (BMP)		April 1974
198	Painting and Decorating Contractors Association of San Francisco, Inc. and 2 others Painters (PAT)		June 1974
199	National Electrical Contractors Association, Los Angeles County Chapter Electrical Workers (IBEW)		May 1975
200	Associated General Contractors of St. Louis, and Site Improvement Association Laborers (LIUNA)		May 1974

Appendix B. Subject Index of Agreement Provisions

☆ U. S. GOVERNMENT PRINTING OFFICE : 1975 O - 210-882 (8)

BUREAU OF LABOR STATISTICS
REGIONAL OFFICES



Region I
1603 JFK Federal Building
Government Center
Boston, Mass. 02203
Phone: (617) 223-6761

Region II
Suite 3400
1515 Broadway
New York, N.Y. 10036
Phone: (212) 971-5405

Region III
P.O. Box 13309
Philadelphia, Pa. 19101
Phone: (215) 596-1154

Region IV
1371 Peachtree Street, N.E.
Atlanta, Ga. 30309
Phone: (404) 526-5418

Region V
9th Floor
Federal Office Building
230 S. Dearborn Street
Chicago, Ill. 60604
Phone: (312) 353-1880

Region VI
Second Floor
555 Griffin Square Building
Dallas, Tex. 75202
Phone: (214) 749-3516

Regions VII and VIII*
911 Walnut Street
Kansas City, Mo. 64106
Phone: (816) 374-2481

Regions IX and X**
450 Golden Gate Avenue
Box 36017
San Francisco, Calif. 94102
Phone: (415) 556-4678

* Regions VII and VIII are serviced by Kansas City
** Regions IX and X are serviced by San Francisco